

**HLL MEDIPARK LIMITED (HML)**  
**(Subsidiary of HLL Lifecare Ltd., A Govt. of India Enterprise)**

**Tender for Construction of Site Grading, Roads and Storm water drainage system  
for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu**

**Tender No. HML / INFRA /01/17 dated 12.09.2017**

**BOOK – 1**

**General Condition of Contract**



**HLL Medipark Limited (HML)**  
**(A Govt of India Enterprise),**  
No.12, 1<sup>st</sup> Floor, 100ft Velachery – Taramani Road,  
Near Canara Bank,  
Vijaya Nagar, Velachery  
Chennai - 600 042.  
Ph. No. 044 – 2243 5604

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## HLL Medipark Limited

BID NO. HML / INFRA /01/17

### COMPETITIVE BIDDING

#### (CIVIL WORKS)

NAME OF WORK	:	Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu
DATE OF PUBLISHING BID DOCUMENT	:	FROM: 12.09.2017 TO: 04.10.2017
DATE AND PLACE OF PREBID MEETING	:	19 <sup>th</sup> September 2017, 12.00 Hours HLL Medipark Limited, No.12, 1 <sup>st</sup> Floor, 100ft Velachery–Taramani Road, Near Canara Bank, Vijaya Nagar, Velachery Chennai - 600 042. Ph. No. 044 – 2243 5604
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	04 <sup>th</sup> October 2017, 15-00 Hours.
TIME AND DATE OF OPENING OF BID	:	04 <sup>th</sup> October 2017, 15-30 Hours
PLACE OF OPENING OF BIDS	:	HLL Medipark Limited, No.12, 1 <sup>st</sup> Floor, 100ft Velachery–Taramani Road, Near Canara Bank, Vijaya Nagar, Velachery Chennai - 600 042.  Ph No. 044 – 2243 5604
OFFICER INVITING BIDS	:	Chief Executive Officer, HLL Medipark Limited, No.12, 1 <sup>st</sup> Floor, 100ft Velachery–Taramani Road, Near Canara Bank, Vijaya Nagar, Velachery Chennai - 600 042.  Ph No. 044 – 2243 5604

**INVITATION FOR BID**  
**(IFB)**

**HLL MEDIPARK LIMITED****INVITATIONS FOR BIDS (IFB)****COMPETITIVE BIDDING**

Date : 12.09.2017  
Bid No : HML/INFRA /01/17

1. HLL Medipark Limited (HML) is promoting a Medipark, and invites item rate bids for the below mentioned works from the eligible bidders registered with the Government /Semi Government organisations. Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders to qualify for the award of the contract.
2. The bid document will be available online from 12.09.2017 at <http://www.lifecarehll.com/tender> . The interested bidder can download the complete tender document from the website. Prospective bidders are advised to regularly scan through the HLL website portal at <http://www.lifecarehll.com/tender> as corrigendum/amendments etc., will be notified on this portal only. The bidders are required to submit Original non-refundable Demand Draft of Rs.11,800/- (Rs.10,000+18% GST) as cost of bid in favour of “**HLL Medipark Limited**” Payable at Chennai.
3. Bids must be accompanied by bid security of the amount specified for the work in the table IFB 1, drawn in favour of HLL Medipark Limited. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
4. A pre-bid meeting will be held on 19<sup>th</sup> September 2017 at HLL Medipark Limited office at 12.00 Hours to clarify the issues, if any.
5. Bids must be delivered to HLL Medipark Limited, No.12, 1<sup>st</sup> Floor, 100ft Velachery–Taramani Road, Near Canara Bank, Vijaya Nagar, Velachery, Chennai - 600 042, Ph. No. 044 – 2243 5604 on or before 15-00 Hours on 04<sup>th</sup> October 2017 and will be opened on the same day at 15-30 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. HLL Medipark Limited GSTIN No. 33AAECH0589C1ZW
7. Other details can be seen in the bidding documents.

**TABLE - IFB 1**

Package No.	Name of work	Estimated Value of work (Rs.in Lakhs)	Bid security / EMD (Rs.in Lakhs)	Cost of document (Rs.)	Period of completion
1	Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu	1,455.00	24.55 (Rupees Twenty Four Lakhs & Fifty Five Thousand Only)	Rs.10,000 + Rs.1,800 (GST)= Rs 11,800/-	<b>15 Months</b>

**Cheif Executive Officer,  
HLL Medipark Limited**

**SECTION 1: INSTRUCTIONS TO BIDDERS**  
**(ITB)**

**Section 1: Instructions to Bidders****Table of Clauses**

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**A. General****1. Scope of Bid**

- 1.1** HLL Medipark Limited, (referred to as Employer in these documents) invite bids for the construction of works (as defined in these documents and referred to as "the Works") detailed in the table No.IFB-1.
- 1.2** This is a single stage Tender ( 2 Envelopes System).
- 1.3** The successful bidder will be expected to complete the works within a period of Fifteen months including rainy season.

**2. Source of Funds**

- 2.1** The Works in this contract shall be funded by HLL Medipark Limited.

**3. Eligible Bidders****3.1 Bidder's Qualification criteria**

- i. Experience should be in the name of the bidding firm who shall be registered in India.
- ii. Bidders shall have experience of having successfully completed works during the last 3 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

Three similar completed works each costing not less than the amount equal to Rs. 582 Lacs.

Or

Two similar completed works each costing not less than the amount equal to Rs. 727.5 Lacs.

Or

One similar completed work of costing not less than the amount equal to Rs.1164 Lacs.

\***"Similar Works"** shall mean a Project comprising Construction of site grading, Road Works and allied RCC Works /storm water drainage system all composite executed under one agreement.

- iii. The **average annual turnover** of the bidder should be more than Rs.1164 Lacs in the last three financial years.  
  
The Bidder should have sound financial status, in support of which, the annual audited accounts report for preceding 3 years ending FY 2016-17(Provisional account statement may be accepted for the FY 2016-17, if the annual audited accounts report is not available), IT Returns for latest three years and Solvency Certificate from a Scheduled/Nationalised Bank should be submitted.
- iv. The **Solvency certificate** shall be for a minimum amount equaling **100 percent of the estimated value of works** as mentioned in the Table IFB -1. The tender without such a solvency certificate will be considered non-responsive.
- v. Joint Venture/ Consortiums are not allowed to quote for this tender.

- vi. The Tenderer shall be a Class I Registered Contractor of CPWD or equivalent of any State, Central or Quasi Government Institution. The tenderer shall submit an attested copy of the Registration certificate.
- vii. **Profit / loss:** The Company should have a positive Net Worth as on 31st March 2017 and should not have incurred loss in last 2 years for the period ending FY2016-17. This should be duly certified by the Chartered Accountant.

**Even though the bidders meet the above criteria, they are subject to be rejected, if they have :**

- **made misleading or false representation in the form, statements and attachments submitted, and / or**
- **record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.**

#### **4. Forms of Bid and Qualification Information**

- 4.1** All bidders shall fill in **Section 2, Forms of Bid and Qualification Information**”, and also submit a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Construction Manager, Engineer or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

#### **5. One Bid per Bidder**

- 5.1** Each bidder shall submit only one bid for one contract. A bidder who submits or participates in more than one Bid (other than as a Sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

#### **6. Cost of Bidding**

- 6.1** The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

#### **7. Site visit**

- 7.1** The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

### **B. Bidding Documents**

#### **8. Contents of Bidding Documents**

- 8.1** The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Book 1		Invitation for Bids containing Sections as below.
Sections	1	Instructions to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract

4	Contract Data
5	Forms of Securities

Book-2	Specifications
Book-3	Drawings
Book -4	Bill of Quantities

## 8.2 Deleted

## 9. Clarification of Bidding Documents

**9.1** A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid on or before the prebid meeting date. The Employer will respond to any request for clarification which he receives. Copies of the Employer's response will be uploaded on the HLL lifecare website @ [www.lifecarehll.com](http://www.lifecarehll.com) including a description of the enquiry but without identifying its source.

## 9.2 Pre-bid Meeting

**9.2.1** The bidder or his official representative having authorization to attend, is invited to attend a pre-bid meeting which will take place at HLL Medipark Limited, No.12, 1<sup>st</sup> Floor, 100ft Velachery–Taramani Road, Near Canara Bank, Vijaya Nagar, Velachery, Chennai - 600 042 Ph. No. 044 – 2243 5604 on 19<sup>th</sup> September 2017 at 12.00 Hours. The purpose of meeting will be to clarify issues if any.

## 10. Amendment of Bidding Documents

**10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing tender addenda.

**10.2** Any addendum thus issued shall be part of the bidding documents and shall be published only in the website [www.lifecarehll.com](http://www.lifecarehll.com) . Prospective bidders shall check the website regularly for any such amendments/ addendum. Addenda/ amendment shall be incorporated in the bids submitted by the Bidder.

**10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

**10.4** The above information will only be placed on the HLL website@ [www.lifecarehll.com](http://www.lifecarehll.com) and it will be the responsibility of the bidders to read.

## C. Preparation of Bids

## 11. Language of the Bid

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

## 12. Documents comprising the Bid

**12.1** The bid submitted by the bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section 2) and the Bill of Quantities wherein the Bidder shall fill in the rates; original plus one photocopy
- (b) Tender Processing Fee, Bid Security, Integrity Agreement and Qualification Information Form and Documents; original plus one photocopy

- (c) Originals only of Specifications and Drawing Volumes duly stamped on all pages by the Bidder
- (d) any other materials required to be completed and submitted by bidders in accordance with these instructions.

The documents listed under Sections 2 and 5 of Sub-Clause 8.1 shall be filled in without exception.

### **13. Bid Prices**

- 13.1** The contract shall be for the whole of works as described in Sub-Clause 1.1, The Tenderer shall quote his unit rates for the items given in the Bill of Quantities and Rates both in figures and words. The unit rate so quoted shall be applicable irrespective of any future change in quantities subject to **clause 38 of Conditions of Contract**.
- 13.2** The quoted item rate shall include for all duties, taxes, royalties, GST and other levies payable by the Contractor under the contract, and no claim whatsoever, in this respect shall be entertained by the Employer.
- 13.3** The item rate quoted by the bidder shall be fixed till the completion of the Contract and shall not be subject to adjustment on any account.

### **14. Currencies of Bid and Payment**

- 14.1** The rates and the prices given are in Indian Rupees.

### **15. Bid Validity**

- 15.1** Bids shall remain valid for a period not less than 120 (one hundred and twenty) days after the date for bid submission specified in Clause 20. A bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3** The Contract Price will remain fixed during the extended period of validity.

### **16. Bid Security**

- 16.1** The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 3 of the table No. IFB- 1. This bid security shall be in favour of HLL Medipark Limited and may be in one of the following forms:
  - an irrevocable bank guarantee issued by a Nationalized / Scheduled Bank located in India
  - Demand draft, or Bankers Cheque or Pay order in favour of HLL Medipark Limited payable at Chennai.
- 16.2** Bank guarantees issued as surety for the bid should be valid for 45 days beyond the validity of the bid.
- 16.3** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4** The Bid Security of unsuccessful bidders will be returned within 30 days of the end of the bid validity period specified in Sub-Clause 15.1.

**16.5** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

**16.6** The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or
  - (ii) furnish the required Performance Security.

**16.7** No interest shall be paid on any Bid security/Performance Security/ or Guarantee in lieu thereof.

## **17. Alternative Proposals by Bidders**

**17.1** Alternative bids shall not be considered for any part of the Works.

## **18. Format and Signing of Bid**

**18.1** The Bidder shall prepare the Bid as specified in clause 12 and following the instructions in clause 19.

**18.2** The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

**19.1** There shall be two parts for the bids, Part “A” and Part “B”. The part ‘A’ shall contain Technical part of the bid and Part “B” shall contain Financial part of the bid. The Bidder shall enclose the original and one photocopy of Part A in one envelope marking it as, Envelope-A, **TECHNICAL BID-ORIGINAL- and COPY. He will then enclose the original and one photocopy of Part-B in another envelope marking it as Envelope- B , FINANCIAL BID ORIGINAL- and COPY.** These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

#### **Part ‘A’, Technical BID of the bid shall contain,**

- i. Original Non-Refundable demand draft of Rs. 11,800/- as tender fee.
- ii. Bid Security in original as per tender requirement. If the Bid Security is not deposited the tender shall be declared as non-responsive and rejected.
- iii. Integrity Pact and agreement duly signed by the person authorized to sign the bid on behalf of the bidder
- iv. The Qualification Information indicated in Section 2, duly filled in original and photocopy
- v. A forwarding letter (in duplicate) from the Bidder shall clearly stating in the forwarding letter ( in duplicate) to be enclosed with the tender document, the deviation from general terms and conditions, if any, with cross references. If no such letter is received, it will be presumed that the Bidder agrees entirely with the General terms and Conditions.
- vi. Book-1 Invitation for Bid, Book-2, Specifications and Book-3 Drawing volume, duly stamped and initialed on each page by the tenderer as proof of their having scrutinized the documents.

**Part B Financial bid shall contain**

- i Form of Bid duly filled in original plus photocopy
- ii Book- 4, Bill of Quantities wherein the Bidder shall fill in the unit rates in digits and words and each page duly signed and sealed.

**19.2 The inner and outer envelopes shall**

(a) be addressed to the Employer at the following address:

HLL Medipark Limited

No.12, 1<sup>st</sup> Floor,

100ft Velachery–Taramani Road,

Near Canara Bank,

Vijaya Nagar, Velachery

Chennai - 600 042.

Ph No. 044 – 2243 5604

(b) bear the following identification:

- Bid for Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu
- Bid Reference No.: HML/ INFRA/01/17
- DO NOT OPEN BEFORE 15-30 Hours on 04<sup>th</sup> October 2017.

**19.3** In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21.

**19.4** If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**20. Deadline for Submission of the Bids**

**20.1** Bids must be received by the Employer at the address specified above no later than 15-00 hours on 04<sup>th</sup> October 2017. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

**20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

**21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

**22. Modification and Withdrawal of Bids**

**22.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

**22.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

**22.3** No bid may be modified after the deadline for submission of Bids.

**22.4** Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

- 22.5** Bidders may offer discounts to, or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

### **E. Bid Opening and Evaluation**

#### **23. Bid Opening**

- 23.1** The Employer will open all the Bids received (except those received late), subject to the Bidder having conformed to the submittal procedure set out in clause 19, including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at 15.30 Hours on 04<sup>th</sup> October 2017. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2** Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Subsequently all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.
- 23.3** Bids not accompanied by specified Tender fee, Bid Security and Integrity agreement shall be considered non responsive and rejected outright.
- 23.4** **The financial bids of only those bidder who have obtained the qualification shall be opened only after evaluating the Technical bids as explained in Clause 29.**
- 23.5** The Employer shall prepare record of the Bid opening, including the information disclosed to those present during the Bid Opening.

#### **24. Process to Be Confidential**

- 24.1** Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

#### **25. Clarification of Bids**

- 25.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2** Subject to sub clause 25.1, no bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of employer, he should do so in writing.
- 25.3** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

#### **26. Examination of Bids and Determination of Responsiveness**

- 26.1** Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 26.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is

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

- 26.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**27. Correction of Errors**

- 27.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 27.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

- 28.** Not applicable to this Contract

**29. Evaluation and Comparison of Bids**

- 29.1** The technical proposals shall be evaluated based on the information submitted by the bidders in the Qualification Information.

- 29.2** The Employer will open , evaluate and compare the financial Bids of only those Bidders determined to be substantially responsive and qualified in accordance with Clause 26. The Financial Bids of the technically non-responsive bidders shall be returned unopened. The date and time of opening of financial bids shall be decided by the employer which will be intimated to the responsive bidders at an appropriate time.

- 29.3** The Employer reserves the right to accept or reject any variation, deviation from the bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

- 29.4** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 33 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.



## **F. Award of Contract**

### **30. Award Criteria**

- 30.1** Subject to Clause 31, the Employer will negotiate if required with the bidder whose bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price. On completion of negotiations the employer will award the contract to the lowest bidder.

### **31. Employer's Right to Accept any Bid and to Reject any or all Bids**

- 31.1** Notwithstanding Clause 30, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **32. Notification of Award and Signing of Agreement**

- 32.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by fax confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 33.
- 32.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be kept ready for signature of the successful bidder in the office of employer within 15 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt of Letter of Acceptance, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 32.4** Upon accepting the Performance Security for the Successful Bidder and signing of the agreement, the employer shall issue a 'Notice to Proceed' to the Contractor, in which the date of commencement of the Contract shall be indicated.
- 32.5** Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **33. Performance Security**

- 33.1** Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5 % of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.4 of IFB and Clause 52 of Conditions of Contract:
- an irrevocable bank guarantee in the form given in Section 5; or
  - Bank draft, in favour of HLL Medipark Limited payable at Chennai.
- 33.2** If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be at the Bidder's option, by a Nationalized/Scheduled Indian bank
- 33.3** Failure of the successful bidder to comply with the requirements of sub-clause 33.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

**34 Advance Payment and Security**

- 34.1** The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

**35 Corrupt or Fraudulent Practices**

- 35.1** The Employer expects the Bidders, Suppliers and Contractors observe the highest standard of ethics during the procurement and execution of such contracts .Therefore ,the Employer

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of the Employer in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

## **SECTION-2**

### **FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE**

#### **Table of Forms:**

- **CONTRACTOR'S BID\***
- **QUALIFICATION INFORMATION\***
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

#### **NOTE :-**

\* BOTH THESE FORMS ARE TO BE FILLED IN BY THE TENDERER AND RETURNED AS PART OF HIS BID.

**Contractor's Bid**

Description of the Works : Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu

BID No. : HML / INFRA /01/17

To : The Chief Executive Officer  
 Address : HLL Medipark Limited,  
 No.12, 1<sup>st</sup> Floor,  
 100ft Velachery–Taramani Road,  
 Near Canara Bank,  
 Vijaya Nagar, Velachery  
 Chennai - 600 042.  
 Ph. No. 044 – 2243 5604

GENTLEMEN,

Having examined the bidding documents including addendum, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid, for a contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

This bid shall be valid for a period of 120( one hundred and twenty ) days from the day the bid is opened.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Company Seal/Stamp

**Qualification Information**

The information to be filled in by the Bidder in the following pages will be used for purposes of Evaluation of Technical Submission as provided for in Clause 29 of the Instructions to Bidders.

The Contractor shall use this format and prepare the submission in as many pages as he wishes.

Particular care shall be taken to submit certificate from the previous clients in support of the Bidder's claims.

1.1 Constitution or legal status of Bidder *[Attach copy]*

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid *[Attach]*

## 1.2 Total value of Civil Engineering construction work executed and payments received in the last three years

(in Rs. Lakhs)

2014--2015 \_\_\_\_\_

2015—2016-----

2016--2017-----

## 1.3.1 Work performed as prime contractor (in the same name) on works of a similar nature over the last seven years.

<u>Project Name</u>	<u>Name of the Employer*</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion*</u>	<u>Remarks explaining reasons for delay and work completed</u>

## 1.3.2 Quantities of work executed as prime contractor (in the same name and style) in the last three years

<u>Year</u>	<u>Name of the Work</u>	<u>Name of the Employer*</u>	<u>Quantity of work performed (cum)</u>				<u>Remarks *</u>
			<u>Earthwork &amp; Embankment work</u>	<u>GSB/WM M</u>	<u>DBM/BC/S DBC</u>	<u>Cement concrete (including RCC&amp;PCC)</u>	<u>(indicate contract Ref)</u>
2014-2015							
2015-2016							
2016-2017							

\*Attach certificate(s) from the Client

.# Attach certificate from Chartered Accountant.

- 1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* *Attach certificate(s) from Client.*

- 1.5 Contractor's Plant and Equipment essential for carrying out the Works shall be listed below.

	<u>Item of Equipment</u>	<u>Requirement</u>		<u>Availability / proposals</u>		
		<u>No.</u>	<u>Capacity</u>	Owned/leased/ to be procured	Nos/ capacity	Age/ condition
1.	Hydraulic excavator					
2.	Dozer					
3.	Motor Grader					
4.	Front end roller					
5.	Water tanker					
6.	Power Roller					
7.	Vibroarty Roller					
8.	Pneumatic Roller					
9.	Concrete Mini batching plant					
10.	Bituminous Hot mix plant					

11. Paver finisher with sensor control
12. Bitumen / Emulsion Sprayer
13. Mechanical broomer and air compressor
14. Vibrator
15. Tippers/Trucks

- 1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to Sub Clause 9.1 of the Conditions of Contract. Apart

<u>Position</u>	<u>Minimum Name</u>	<u>Qualifications</u>	<u>Years of experience (general)</u>	<u>Years of experience in the proposed position</u>
Project Manager (1 No)		Civil Engineering Graduate	10	7
Site Engineers (3 Nos.)		Civil Engineering Graduate	5	3
Quality control Engineer (1No.)		Civil Engineering Graduate	5	3
Quantity Surveyor (1 No)		Civil Engineering Graduate	5	3

- 1.7 A statement regarding the number of Skilled and unskilled workers, the company has at the time of tender submission. The statement also should indicate the number of skilled and unskilled workers proposed to be deployed on this project.

- 1.8 Proposed subcontracts and firms involved.

<u>Sections of the works</u>	<u>Value of Sub-contract</u>	<u>Sub-contractor (name and address)</u>	<u>Experience in similar work</u>
------------------------------	------------------------------	--	-----------------------------------

- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents *[sample format attached]*.

- 1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

- 1.11 Information on litigation history in which the Bidder is involved.

<u>Other party(ies)</u>	<u>Employer</u>	<u>Cause of dispute</u>	<u>Amount involved</u>	<u>Remarks showing Present status</u>
-------------------------	-----------------	-------------------------	------------------------	---------------------------------------

- 1.12 Statement of compliance under the requirements of Sub Clause 4.0 of the instructions to Bidders.

- 1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES –\***

**BANK CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing.

If the contract for the work, namely .....  
is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.  
..... to meet their working capital requirements for executing the above contract.

\_\_\_ Sd. \_\_\_

Name of Bank

Senior Bank Manager

Address of the Bank



**Letter of Acceptance**  
(letterhead paper of the Employer)

\_\_\_\_ - \_\_\_\_ - 2017

To: \_\_\_\_\_ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_  
 \_\_\_\_\_ (Bid No. \_\_\_\_\_)  
 \_\_\_\_\_) for the Contract Price of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_)  
 \_\_\_\_\_) as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by us.

We note that as per bid, you do not intend to subcontract any component of work.

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 29.4, in the form detailed in Para 33.1 of ITB for an amount of Rs. \_\_\_\_\_ within 15 days of the receipt of this letter of acceptance valid up to 60 days from the date of expiry of Defects Liability Period i.e. upto ..... and sign the contract, failing which action as stated in Para 33.3 of ITB will be taken.

Yours faithfully,

Chief Executive Officer,  
**HLL Medipark Limited (HLL),**  
 No.12, 1<sup>st</sup> Floor,  
 100ft Velachery–Taramani Road,  
 Near Canara Bank,  
 Vijaya Nagar, Velachery  
 Chennai - 600 042.  
 Ph No. 044 – 2243 5604

**Notice to proceed with the work**  
**(letterhead of the Employer)**

To

\_\_\_\_\_ (date)

\_\_\_\_\_  
\_\_\_\_\_ (name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in IFB clause 33.1 and signing of the contract \_\_\_\_\_ agreement \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ @ a Bid Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. The date of commencement will be \_\_\_\_\_

Yours faithfully,

**Chief Executive Officer,  
HLL Medipark Limited.**

**Agreement Form****Agreement**

This agreement, made the \_\_\_\_\_ 2017, between

\_\_\_\_\_  
 \_\_\_\_\_(hereinafter called “the Employer”) of the one part and

\_\_\_\_\_  
 \_\_\_\_\_[name and address of Contractor] (hereinafter called “the Contractor” ) of the  
 other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_  
 (Bid No. \_\_\_\_\_ (hereinafter called “the Works”) and the Employer has accepted  
 the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects  
 therein, at a contract price of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Letter of Acceptance;
  - ii) Contractor’s Bid;
  - iii) Contract Data;
  - iv) Conditions of contract (including Special Conditions of Contract);
  - v) Specifications;
  - vi) Drawings;
  - vii) Bill of Quantities and Rates; and
  - viii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties hereto have caused this respective hand and seal to be executed the day and year first written.

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

**SECTION 3: CONDITIONS OF CONTRACT**

**Conditions of Contract****Table of Contents**

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**General Conditions of Contract****A. General****1. Definitions**

- 1.1** Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities and Rates** means the priced and completed **Bill of Quantities and Rates** forming part of the Bid.

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Construction Manager in accordance with Sub Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Date of Commencement** is the date as stated in the letter to proceed from the employer to the contractor.

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

**Construction Manager / Engineer** is the person appointed by the employer as to deal to all the matters related to the execution and operation of the contract.

**Construction Manager's Representative or Engineer's Representative** shall be appointed by the Construction Manager and be responsible to the Construction Manager and shall carry out such duties and exercise such authority as may be delegated to him by the Construction Manager.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Construction Manager by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

**A Sub-contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**A Variation** is an instruction given by the Construction Manger which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

The scope of entire work issued in this tender shall be considered as a **substructure works**.

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Construction Manager will provide instructions clarifying queries about the Conditions of Contract.

**2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

**2.3** The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order

- (1) Agreement
- (2) Letter of Acceptance, Notice to proceed with work.
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities
- (9) any other document listed in the Contract Data as forming part of the Contract.

## **3. Language and Law**

**3.1** The language of the Contract and the law governing the Contract are stated in the Contract Data.



#### **4. Construction Managers Decisions**

- 4.1** Except where otherwise specifically stated, the Construction Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

#### **5. Delegation**

- 5.1** The Construction Manager may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

#### **6. Communications**

- 6.1** Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

#### **7. Subcontracting**

- 7.1 a)** All bidders are expected to indicate clearly in the bid, if they propose sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified Sub-contractor in the relevant field should be furnished along with the bid to enable the Employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

**b)** However, [a] sub contracting for certain specialized elements of the work is not unusual and will be acceptable for carrying out the works more effectively; but vertical splitting of the works for subcontracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 20% of value of work which was to be executed by Contractor without sub-contracting.

**c)** Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.

**d)** The Contractor may subcontract with the approval of the Engineer / Construction Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

- 7.2.** The Contractor shall not be required to obtain any consent from the Employer for:

- a) the sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;
- b) the provision of labour; and
- c) the purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the Contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer / Construction Manager will consider the following before according approval:

The Contractor shall not sub-contract the whole of the Works.

The Contractor shall not sub-contract any part of the Work without prior consent of the Construction Manager. Any such consent shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents or workmen.

They should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the Sub-contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

## **8. Other Contractors**

- 8.1** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the Contractor of any such modification.

## **9. Personnel**

- 9.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Construction Manager. The Construction Manager will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2** If the Engineer or Construction Manager asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## **10. Force Majeure**

- 10.1** Force Majeure Event: A Force Majeure Event shall mean any unforeseeable act or event that prevents the affected party from performing its obligations under the Contract or complying with any conditions required by the other party under the Contract and such act or event is beyond the reasonable control and not because of any fault of the affected party and such party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence

Without prejudice to the foregoing, the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- (a) War and other hostilities (whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the execution of the Works by the Contractor
- (b) Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the execution of the Works by the Contractor
- (c) Riot, civil commotion, terrorism or disorder that directly impacts the execution of the Works by the Contractor
- (d) Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon or earthquake and which directly impacts the execution of the Works by the Contractor

## **11. Exclusion from Force Majeure**

- 11.1** The following events are explicitly excluded from and do not constitute a Force Majeure Event and are solely the responsibility of the affected party:
- (a) Strikes, collective bargaining agreements of either party resulting in delay in the execution of the Works or stoppage of Works; or
  - (b) Labour disputes of any kind; or
  - (c) Economic hardship; or
  - (d) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party

**12. Consequences of Force Majeure**

- 12.1** Neither Party shall be considered to be in default or breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented due to a Force Majeure Event

**13. Insurance**

- 13.1** The Contractor will provide all risk policy as given in the contract data.
- 13.2** The contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to Contractor's Equipment;
  - (b) loss of or damage of property (Except the Works) in connection with the Contractor
  - (c) personal injury or death.
- 13.3** Policies and certificates for insurance shall be delivered by the contractor to the engineer for the engineers approval before the start date All such insurance shall provide for compensation to be payable in the types and proportions of amount required to rectify the loss or damage incurred.
- 13.4** If the contractor does not provide any of the policies and certificates required, the employer may effect the insurance which the contractor should have provided and recover the premiums paid by the employer from payments due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.5** Alterations to the terms of insurance shall not be made without the approval of the engineer.
- 13.6** Both the parties shall comply with any conditions of the insurance policies.
- 13.7** It will be the responsibility of the contractor to bear the losses upto minimum deductible under the insurance policies for each and every claim
- 13.8** The contractor shall do all the necessary requirements as per the terms of insurance for any claim. The employer will assist the contractor in recovering the claim as per the terms of insurance. However in the event of accidents, insurance claims recovery shall not vitiate the obligation of the contractor with regard to executions of project as per schedule.

**14. Site Investigation Reports**

- 14.1** The Contractor upon award of Contract is expected to make his own investigation to establish the soil and foundation conditions.

**15. Queries about the Contract Data**

- 15.1** The Construction Manager will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

- 16.1** The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of Construction Manager.

**17. The Works to Be Completed by the Intended Completion Date**

- 17.1** The Contractor may commence execution of the Works on the Date of commencement and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Construction Manager, and complete them by the Intended Completion Date.

**18. Approval by the Engineer**

- 18.1** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Construction Manager or Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2** The Contractor shall be responsible for design of Temporary Works.
- 18.3** The Construction Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4** Deleted
- 18.5** All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Construction Manager before their use.
- 18.6** During construction period, where ever blasting operations are required to be carried out, the controlled blast design prepared by a scientific institution such as Anna University, IIT etc shall be implemented. The study to be done by contractor at his own cost.

**19. Safety**

- 19.1** The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

- 20.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Construction Manager of such discoveries and carry out the Construction Managers instructions for dealing with them.

**21. Possession of the Site**

- 21.1** The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

- 22.1** The Contractor shall allow the Construction Manager, Engineer and any person authorized by the Construction Manager or Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**23. Instructions**

- 23.1** The Contractor shall carry out all instructions of the Construction Manager which comply with the applicable laws where the Site is located.

**24. Disputes**

- 24.1** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned in Clause 25

**25. Procedure for Disputes**

(i) The dispute so arise between the employer and the contractor with or relating to the contract shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence then, unless otherwise provided in SCC, either the employer or contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

(ii) In the case of the dispute or difference arising between the employer and the contractor to any matter arising out of or connected with the contract, such disputed difference shall be referred to the sole arbitrator appointed by the Chairman and Managing Director, HLL Lifecare Limited. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person, other than a person appointed by the Chairman and Managing Director, HLL Lifecare Limited., as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / The Jammu and Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

(c) Arbitration proceedings shall be at Chennai, Tamilnadu , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

**26. Deleted****B. Time Control****27. Program**

**27.1** Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Construction Program including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast and Resource Plan.

A format for submission of Progress Report shall be got approved by the Construction Manager. During the progress of the work, the Construction Manager may suggest modification to the format, in which case, the contractor shall follow the directions strictly.

- 27.2** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3** The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Construction Manager may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4** The Construction Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Construction Manager again at any time. A revised Program is to show the effect of Variations and Compensation Events.

## **28. Extension of the Intended Completion Date**

- 28.1** The Construction Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2** The Construction Manager shall decide whether and by how much to extend the Intended Completion Date within 30 days of the Contractor asking the Construction Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **29. Not Used**

## **30. Delays Ordered by the Engineer**

- 30.1** The Construction Manager or Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

## **31. Management Meetings**

- 31.1** Either the Construction Manager or Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2** The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Construction Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **32. Early Warning**

- 32.1** The Contractor is to warn the Construction Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Construction Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 32.2** The Contractor shall cooperate with the Construction Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Construction Manager.

### **C. Quality Control**

#### **33. Identifying Defects**

- 33.1** The Construction Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Construction Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Construction Manager considers may have a Defect.
- 33.2** The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Construction Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Construction Manager's responsibility as defined in the Contract Agreement.

#### **34. Tests**

- 34.1** If the Construction Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

#### **35. Correction of Defects**

- 35.1** The Construction Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2** Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Construction Manager's notice.

#### **36. Uncorrected Defects**

- 36.1** If the Contractor has not corrected a Defect within the time specified in the Construction Manager's notice, the Engineer will assess the cost of having the Defect corrected, and the amount will be recovered from the Contractor.

### **D. Cost Control**

#### **37. Bill of Quantities**

- 37.1** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2** The Bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item .

#### **38. Changes in the Quantities**

- 38.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 100 percent on sub structure works and 30% for the super structure works, the Construction Manager shall adjust the rate for the said item to allow for the change.
- 38.2** If requested by the Construction Manager the Contractor shall provide the Construction Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

**38.3** Deleted.

#### **39. Variations**

- 39.1** All Variations shall be included in updated Programs produced by the Contractor.

**40. Payments for Variations**

- 40.1** The Contractor shall provide the Construction Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Construction Manager. The Construction Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Construction Manager and before the Variation is ordered.
- 40.2** If the work in the Variation corresponds with an item description in the Bill of Quantities, and if, in the opinion of the Construction Manager, the quantity of work within the limit stated in Sub Clause 38.1 the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in form of new rates for the relevant items of work.
- 40.3** For items not existing in the Bill of Quantities or substitutions to items in the Bill of Quantities, rate payable shall be determined based on;
- Rates and prices in Contract, if applicable
- Rates and prices supported by proper quotation and analysis as per the latest analysis of Rates published by CPWD/relevant Government Agencies. The over head and profit charges shall be restricted to 15%.
- 40.4** If the Contractor's quotation is unreasonable (or if the contractor fails to provide the Construction Manager with a quotation within a reasonable time specified by the Construction Manager in accordance with Clause 40.1, the Construction Manager may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- 40.5** If the Construction Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.6** The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.7** For items existing in Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of BoQ quantity plus the permissible variation, shall be rates developed as per Clause 40.3.,

**41. Cash flow forecasts**

- 41.1** When the Program is updated, the contractor is to provide the Construction Manager with an updated cash flow forecast.

**42. Payment Certificates**

- 42.1** The Contractor shall submit to the Construction Manager 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 Construction Manager.
- 42.2** The Construction Manager shall check the details given in the Contractor's statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the period in question in respect of materials for the works in the relevant amounts and under conditions set forth in Clause 51.4 of GCC and also Clauses 22 and 24 under Contract Data.
- 42.3** The value of work executed shall be determined by the Construction Manager after due check measurement of the quantities claimed as executed by the contractor.



**42.4** The value of work executed shall comprise the value of the quantities of the items in the Schedule of Quantities and Rates completed.

**42.5** The value of work executed shall include the valuation of Variations and Compensation Events.

**42.6** The Construction Manager 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.

### **43. Payments**

**43.1** Bills shall be prepared and submitted by the contractor once a month. Joint measurement shall be taken continuously and need not be connected to billing stage. System of five copies of measurement one for contractor, three for Construction Manager and one for Employer and signed by both contractor and Construction Manager shall be followed.

**43.2** 75% of the monthly bill amount will be paid within 14 days of submission of the bill. The balance amount of the verified bill by the Construction Manager should be paid within 30 days of the submission of bill after adjustment for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

**43.3** For delay in payments, not attributable to the contractor, beyond the periods specified in 43.2 above, interest at a rate of 7.5 % per annum should be paid from the date of expiry of the prescribed time limit.

**43.4** Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**43.5** The contractor shall send to the Construction Manager 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 Construction Manager a claim list of all extra or additional work ordered in writing by the Construction Manager, in the preceding month.

**43.6** The contractor shall submit final bill within 60 days of issue of completion certificate. Construction Manager shall check the bill within 60 days after its receipt and return the bill to contractor for corrections if any. 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.

**43.7** Contractor should resubmit the bill, with corrections within 30 days of its return by the Construction Manager. The resubmitted bill shall be checked and paid within 60 days of its receipt.

**43.8** Interest @ 7.5 % per annum shall be paid from the date of expiry of the prescribed time limit if the bill is not paid within the time limit specified above.

**43.9** If an amount certified is increase in a later certificate as a result of award by the contractor shall paid the interest upon delayed payment as set out in this clause. Interest shall be calculated @ 7.5% per annum from the date upon which the increase amount would have been certified in the absence of dispute.

### **44. Compensation Events**

**44.1** The following are Compensation Events unless they are caused by the Contractor:

- a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- b. The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- c. The Construction Manager orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- d. The Construction Manager instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

- e. Deleted
  - f. The Construction Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - g. Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - h. Deleted
  - i. The effect on the Contractor of any of the Employer's Risks.
  - j. The Construction Manager unreasonably delays in issuing a Certificate of Completion.
  - k. Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 44.2** If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Construction Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3** As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer / Construction Manager and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Construction Manager shall adjust the Contract Price based on Engineer's own forecast. The Engineer / Construction Manager will assume that the Contractor will react competently and promptly to the event.
- 44.4** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.
- 45. Tax**
- 45.1** The rates quoted by the Contractor shall be deemed to be inclusive of all taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 46. Currencies**
- 46.1** All payments shall be made in Indian Rupees.
- 47. Not Used**
- 48. Retention**
- 48.1** The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2** Retention money shall be refunded within 60 days after issue of Completion Certificate.
- 49. Liquidated Damages**
- 49.1** If the Contract period is extended due to the omissions and/or commissions of Contractor, the cost of supervision for the extended period shall be borne by the Contractor. This payment shall be paid monthly and shall be equal to the full fee for Supervision of the Construction Manager divided the number of months in the contract Period. This money will be deducted from any monies due to the Contractor, by way of periodical payment or otherwise.

- 49.2** If the Contractor fails to complete the work under contract within the stipulated completion date, he shall pay liquidated damages to the Employer at the rate stated in the Contract Data for each week or part that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data. Even if , a part of the work is completed, if it cannot be put into operation because of the non completion of the remaining works, the liquidated damages shall be calculated on the full value of the contract. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 49.3** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. interest shall not be paid on such overpayments.
- 49.4** Delays requiring payment of full liquidated damages shall be sufficient clause for termination of contract and forfeiture of security deposit against performance bond ( performance guarantee)
- 49.5** “Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor’s obligations and liabilities under the contract.”

## **50. Bonus**

- 50.1** For early completion of contract before the stipulated date of completion or such later date as authorized by the Employer, incentive shall be paid to the Contractor at 1.5% of the contract value per month of early completion, subject to a maximum of 5% of contract price. This incentive shall be applicable in cases where completion of work before scheduled dates lead to tangible benefits.

## **51. Advance Payment**

- 51.1** Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer- in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute an irrevocable Bank guarantee Bond from scheduled Bank for the amount equal to 110% of the amount of advance valid for the Contract Period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

- 51.2** Deleted.
- 51.3** The mobilization advance above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first 10 per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10 percent in such a way that the entire advance is recovered by the time 80 per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.
- 51.4** Not Used

**52. Performance Security**

- 52.1** The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion

**53. Day works**

Any work shall be executed on a Day work basis only if the Construction Manager instructs the same in writing. The Instruction from the Engineer shall clearly state the nature and volume of work, the expected personnel to be employed and the period for completion. The Instruction so issued shall be accepted by the Contractor, subject to revision on completion of the work. Upon completion of the work, The Contractor shall submit a statement indicating the names, occupation of the personnel worked, the number of equipment used and the quantity of the materials used. The payment for the work shall be made on the basis of the day works rate quoted by the contractor.

**54. Defect Liability and Cost of Repairs**

- 54.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Date of Commencement and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. The Contractor shall be responsible to make good at his own expense any defect which may develop within the period mentioned as defect liability period in the Contract Data. The Employer shall give the Contractor a notice in writing about the defects and the Contractor shall repair the defect in maximum of 7 days. If the contractor fails to repair/remove the defect, the Employer may execute the work by himself and deduct the expense towards the work from any monies due to the Contractor. The employer shall have the right to appropriate all or part of the security deposit towards the expense in repairing the defects.

**E. Finishing the Contract****55. Completion**

- 55.1** After completion of the work, the contractor will serve a written notice to the Construction Manager to this effect. The Construction Manager upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Construction Manager or his nominee would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor, Construction Manager and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.

**56. Taking Over**

- 56.1** The Employer shall take over the Site and the Works within seven days of the Construction Manager issuing a certificate of Completion.

**57. Deleted****58. As Built Drawings**

- 58.1** The Contractor shall supply "As Built" Drawings by the dates stated in the Contract Data.
- 58.2** If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Construction Manager's approval, the Construction Manager shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**59. Termination**

**59.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

**59.2** Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer;
- (b) the Engineer / Construction Manager instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer / Construction Manager is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer / Construction Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in ITB Clause 35.1, in competing for or in executing the Contract.
- (i) in case the Contractor has awarded more than 20 % of value of works on sub contract (excluding works awarded to nominated contractor).
- (j) the contractor has defaulted in fulfilling his obligations under this contract.

**59.3** When either party to the Contract gives notice of a breach of contract to the Engineer / Construction Manager for a cause other than those listed under Sub Clause 59.2 above, the Engineer / Construction Manager shall decide whether the breach is fundamental or not.

**59.4** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**59.5** If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**60. Payment upon Termination**

**60.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer / Construction Manager shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

**60.2** If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer / Construction Manager shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less

advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**61. Property**

- 61.1** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**62. Release from Performance**

- 62.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Construction Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

**63. Power of Attorney:**

Bidders shall submit, along with Technical Package, a power of attorney, on a stamp paper of appropriate value, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with HML and act as the contact person. The format for the power of attorney shall be as per form E. In case bids are signed by Managing Director/Partner/Proprietor himself, Power of Attorney is not required.

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

**64. Integrity Pact:**

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

### **Special Conditions of Contract**

#### **1. General**

The Contractor is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

#### **2. Scope of Works**

The scope of work includes Site Grading of the entire site as per the proposed FGL and Construction of Road works with allied RCC Works/ Storm Water Drains, Construction of Retaining wall.

#### **3. Tender Drawings**

The drawings issued with these Tender Documents are Tender Drawings. Tender Drawings are prepared in such detail as are necessary to give a comprehensive idea of the works. The good for construction drawings will be issued during the construction stage based on the requirements as per the construction program submitted by the contractor as per GCC clause 27.

#### **4. Working Drawings**

The Contract Drawings shall be supplemented by working drawings or shop drawings prepared by the Contractor which are required for the execution of the works. These working drawings shall include all details required for execution of job and any other detail the Engineer may ask during construction.

All drawings shall be computerized and shall be submitted both in hard copy as well as digital data.

Approval by the Construction Manager of the Contractor's working drawings shall not relieve the Contractor from responsibility for the accuracy of dimensions and details, nor shall such mutual agreement and compliance to his working drawings constitute an acceptance by the Employer of the correctness and adequacy of the drawings.

Working drawings as required or as directed by the Construction Manager shall be prepared and submitted by the Contractor sufficiently in advance. All working drawings shall be checked by the Construction Manager and work can commence only upon getting approval of the working drawing.

Delays to work by reason of lack of approvals of working drawings and shop drawings are deemed to be a risk the Contractor is taking with full knowledge and no compensation shall be claimed by the Contractor or none given by the Employer, on account of such delay.

The costs of furnishing working drawings shall be included in the rates for various paying items given in the Bill of Quantities.

In this respect the Contractor shall employ his Engineers and AutoCAD Draughtsman specifically for planning and preparation of working drawings. The Contractor shall also provide as part of the mobilization to site, a latest Computer and software together with new colour printer, for the preparation of his working Drawings. The Construction Manager shall have access to this Computer.

#### **5. Additional Work**

Any additional works, instructed during the Contract Period and within the Contract Amount, will be paid as per Bill of Quantity rates and it shall not be considered as a cause for the Contractor to claim for delay, incurred overhead, mobilization etc.

**6. Protection of the Works during Contract Period**

It is clearly understood that any damage occurring to the Works (completed or under execution) is the Contractors responsibility and no claims will be entertained by the Employer since the matter shall be covered by the relevant Insurances.

**7. Discrepancies in alignment**

Discrepancies in alignment and levels etc., noticed during construction and/or on completion shall be rectified by the Contractor at his own cost, Construction Manager's approval does not relieve the Contractor of his responsibilities.

**8. Temporary Power and Water Supply**

All costs, both for power supply and temporary installations and Power and Water required for construction and labour shall be borne by the Contractor.

**9. Contractor's Facilities****9.1 Site Offices of the Contractor**

The successful Tenderer is to provide and maintain a site office at a location approved by the Construction Manager in consultation with the Employer, within 15 days from the date of issue of Notice to Proceed. A separate Construction Manager office of about 50 Sqm having A.C meeting room, staff rooms along with toilets with file storage facility shall be provided. This Construction Manager office shall be of standard quality and furnished. The maintenance of this Construction Manager office is also the responsibility of contractor.

**9.2 Surveying Equipment**

The Contractor shall provide, at his own expense one approved set of surveying and measuring equipment at the site for the sole use of the Surveyors of the Project. It shall also be made available for the Engineer / Construction Manager upon request. The set shall consist of (i) One Total Station, (ii) One pogo with reflector, (iii) One big tripod (iv) One small tripod (v) Two fiber glass tape (cased 30 m ) (vi) Four steel pocket tape 3 m long (vii) Two surveying umbrellas (viii) Ten ranging rods 2.5 m long (ix) Required numbers of level books and field books (x) Auto level with necessary accessories.

All accessories and assistance required for setting out, measuring etc. shall be supplied as and when required by the Construction Manager or his representative.

The contractor shall be solely responsible for the maintenance of all such instruments and equipments and shall ensure that they are at all times in good condition.

All the surveying equipments shall remain the property of the Contractor till the end of the Contract. The Contractor is obliged to replace any instrument or part thereof damaged during the Contract Period.

**9.3 Laboratory and Laboratory Testing**

The Contractor shall provide at site and maintain during the entire contract period a Laboratory for testing of materials and completed works or alternatively make arrangements for getting the same, tested in a NABL Accredited laboratory approved by Engineer away from the site. If in case the Contractor opts for making alternative arrangements, then the laboratory proposed should be got inspected and approved by the Engineer within 30 days of commencement of work.

**10. Notice Boards**

Two Notice Boards shall be provided and erected as directed by the Engineer. The boards shall be maintained and repainted if directed by the Engineer till the final handing over of project.



The Contractor shall submit for approval of the Employer and Construction Manager working drawing showing all details needed in the board and the location of the board. Cost of providing and installing the notice board is deemed to be included in various items of the Bill of Quantities.

#### **11. Progress Photographs and Reports**

Contractor shall submit monthly 12 progress Photographs 12" x 8" size in five copies as part of his monthly progress report, as specified in the Special Specifications..

At the end of the Project the Contractor shall deliver to the Construction Manager two albums having the most significant Photographs taken during the Contract Period. Each Album shall have a minimum of 20 photographs of 12"x8" Size.

#### **12. Safety on Site**

Measures to ensure safety of workers and plant at site shall be taken by the Contractor. Excavations shall be protected by barriers and lighting shall be provided at night to warn pedestrians and vehicles. Motorable access to the site and within the site shall be maintained during the construction period. The Contractor shall designate a Safety Officer who will be in charge of all Safety Measures. The cost of all safety equipments and the cost of providing a safety officer at site would be deemed to be included in various Items of the Schedule of Quantities and Rates. The contractor will prepare a safety manual and submit for Engineer's approval before the commencement of work.

#### **13. As Built Drawings**

The Contractor shall prepare As Built Drawings both in hard copy and in digital format.

The drawings shall be prepared for any given section of the work as soon as the work for that particular section is completed. Preparation of As Built Drawings shall keep pace with the work and shall not be left over towards the end of the project. 3 hard copies and one soft copy of all drawings shall be submitted.

No separate payment will be made for the preparation of As-Built Drawings; Cost of preparation of As Built Drawing is deemed to be included in all other priced bill items.

#### **14. Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Construction Manager, deliver to the Construction Manager a return in detail, in such form and at such intervals as the Construction Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Construction Manager may require.

##### **14.1 Compliance with Labour Regulations**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the

Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer / Construction Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

(The law as current on the date of bid opening will apply)

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the Employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer (Contractor) is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in

certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

## **15. PROTECTION OF ENVIRONMENT:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. The contractor shall be responsible for taking necessary clearances and statutory approval from the respective departments for works such as and not restricted to disposal of debris, procurement of earth for filling etc., outside the site.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below :

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

#### **Environmental Management Plan**

The Environment Management plan to be implemented till the completion of the project.

#### **Land Environment:**

1. During the earth excavation, the topsoil shall be properly stored and used for levelling in the landscaping area. The construction debris shall be used to level the low lying area.
2. The soil excavation, particularly during rainy season, shall be done in such a way to minimize site disturbance such as soil pollution due to spillage of construction material and mixing with rainwater.

#### **Air Environment:**

1. Isolate the construction area with flexible enclosures/ curtains so that the air emissions will not spread in the surroundings.
2. All the vehicles carrying construction materials will be covered with tarpaulin.
3. Vehicles utilized for construction activities will be mandated to comply with prevailing Bharath standards.
4. All construction equipment's will be maintained properly.
5. Provision of regular water sprinkling at levelling sites and temporary soil disposal sites to minimize dust generation.
6. Restrict dust-generating activities, such as blasting or top soil removal, to calm wind conditions

#### **Water Environment:**

1. Excavated earth will be covered to prevent runoff during monsoon.
2. Pit latrines and community toilets with temporary soak pits and septic tanks shall be constructed on the site during construction phase to prevent waste water from entering the ground water or surrounding water bodies.

3. To prevent surface and ground water contamination by oil/grease, leak proof containers shall be used for storage and transportation of oil/grease.
4. During monsoon season run-off from construction site shall be routed to a temporary sedimentation tank for settlement of suspended solids.

**Noise Environment:**

1. Construction activities that will generate disturbing sounds should be restricted to normal working hours (day time).
2. Workers operating equipment that generates noise should be equipped with noise protection gear. Workers operating equipment generating noise levels greater than 80 dBA continuously for 8 hours or more should use earmuffs. Workers experiencing prolonged noise levels of 70 – 80 dBA should wear earplugs.
3. The construction equipment's which meet the noise emission levels as per Environment Protection Act, 1986 shall be used.
4. Acoustic enclosures shall be provided for generator sets.
5. Where blasting occurs, pit shapes and blast campaigns shall be designed such that the blast faces are oriented away from noise sensitive receivers.

The following tests have to be carried by the contractor and the report has to be submitted as mentioned by reputed agencies.

S. No	Particulars	Monitoring Frequency	Duration of Sampling	Important Monitoring Parameters
1	<b>Ambient Air Quality Monitoring</b>			
	Project site	Once in 3 Months	24hr continuously except CO	PM10, PM2.5, SO <sub>2</sub> , NO <sub>x</sub> & CO
2	<b>Stack Monitoring</b>			
	DG Set – Stack	Once in 3 Months	30 min	SO <sub>2</sub> , NO <sub>x</sub> , PM, CO, Temperature, Flow rate & Velocity of the gas
3	<b>Ambient Noise Level</b>			
	Near DG set	Once in 3 Months	8hr continuous with 1hr interval	Noise level in dB(A)
4	<b>Ground/Drinking Water Quality Monitoring</b>			
	Ground Water – at project site	Once in 3 Months	Grab Sampling	Parameters specified under IS:10500, 1993

**SECTION 4: CONTRACT DATA**

**Contract Data****Items marked "N/A" do not apply in this Contract.**

- |   | <b>Clause Reference</b>  |
|---|--|
| 1. The following documents are also part of the Contract:   |  |
| · The Schedule of Operating and Maintenance Manuals   | [N/A]  |
| · The Schedule of Other Contractors working simultaneously in the area  | [N/A]  |
| · The Schedule of Key Personnel or nogram to be submitted along with Bio data of Key personnel for approval of Construction Manager | [9]  |
| · The Methodology and Program of Construction   | [27]   |
| · The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction                       | [27]   |
| · Site Investigation reports issued at the Tender Stage   | [N/A]  |
| 2. The Employer is  | [1.1]  |
| Name:   | <b>The Chief Executive Officer</b><br><b>HLL Medipark Limited (HML),</b><br>No.12, 1 <sup>st</sup> Floor, 100ft Velachery – Taramani Road,<br>Near Canara Bank, Vijaya Nagar, Velachery<br>Chennai - 600 042.<br>Ph. No. 044 – 2243 5604 |
| Name of authorized Representative of Employer:  | Chief- Projects  |
| 3A. The Construction Manager is   | <b>HLL Infratech Services Ltd (HITES),</b><br>No.12, 1 <sup>st</sup> Floor, 100ft Velachery – Taramani Road,<br>Near Canara Bank, Vijaya Nagar, Velachery<br>Chennai - 600 042.  |
| 3B. Technical Consultant is   | <b>IL&amp;FS Cluster Development Initiatives Limited</b><br>No.16, Baid Mehta Complex (2 <sup>nd</sup> Floor) Little Mount,<br>Saidapet, Anna Salai, Chennai 600 015   |
| Name of Authorised Representative :   | Mr. C J Suthakar   |
| 4. The Engineer's / Construction Manager's Representative :   | [1.1]  |
|   | Mr. R Ajith Kumar<br><b>HLL Infratech Services Ltd (HITES),</b><br>No.12, 1 <sup>st</sup> Floor, 100ft Velachery – Taramani Road,<br>Near Canara Bank, Vijaya Nagar, Velachery<br>Chennai - 600 042.                                     |
| 5. The Name and identification number of the Contract is :  | Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu.   |
| Bid no:   | HML /INFRA/01/17   |
| 6. The Works consist of Construction of Site Grading, Roads and Storm water drainage System for Medipark in Chengalpattu.           | [1.1]  |

7. The Date of Commencement shall be the date specified in the Notice to Proceed with the work. [1.1]
8. The Intended Completion Date for the whole of the Works is 15 months including monsoon period reckoned from the date of commencement as indicated in the Notice to Proceed, issued by the Employer. The work shall have the following milestones [17,28]
9. Milestone :
- | <u>Physical completion of works</u>  | <u>Period from the date of commencement of work</u> |
|--|---|
| <b>Milestone 1</b> - 100% Site grading,<br>30% storm water Drain                         | 6 Months  |
| <b>Milestone 2</b> – 100% Storm Water Drain<br>Formation of roads, GSB and WMM for Roads | 12 Months   |
| <b>Milestone 3</b> – 100 % of the all the Works  | 15 Months   |
10. The Contractor shall revise the work Schedule submitted along with the Tender, to include the commencement date, to reflect the ground realities and adhering to the schedule of milestone indicated above. This revised work schedule shall be submitted within 14 days of delivery of the Letter of Acceptance.
11. The Site Possession Date shall be the date within seven days from the date of issue of Notice to proceed with the work. [21]
12. The Site is located at Allapakkam Village, Chengelpet, Kancheepuram district, Tamil Nadu
13. The Defects Liability Period is 12 month from the date of certification of completion of works. (where sectional completion certificate is issued this will apply from those dates for those sections). [35]
14. Insurance requirements are as under: [13]

Sr. No.	Policy for	Insurance cover required
1	All risk insurance for works	By Contractor
2	Loss or damage to Employer's Equipment	By Contractor
3	Other Employers property	By Contractor
4	Personal injury or death insurance:	
	a) Third party	By Contractor
	b) For Contractor's Employee and workman	By Contractor Contractor should ensure such insurance is in force through out the contract period (Including defect liability period) and necessary proof to be submitted before the commencement of the project and at least a fortnight before the expiry of current insurance. The contractor should indemnify and include in the policy the employer , Construction manager and engineer
(iii)	Motor Vehicle Insurance	By Contractor as per statutory requirements, covering third party liability.
	Third party liability insurance (Including the name of Employer)	By contractor Minimum cover Rs. 10 Millions
	Contractor's Equipments (Including liability arising out of usages of such equipment)	By Contractor.

15. The period between Program updates shall be 30 days. A penalty of Rs. 5000 per day



- will be levied for default. [27]
16. The language of the Contract documents is English [3]
17. The law which applies to the Contract is the laws of Union of India [3]
18. The currency of the Contract is Indian Rupees. [46]
19. The proportion of payments retained (retention money) shall be 5 % from each bill to be released within 60 days after the issue of Completion Certificates. [48]
20. The liquidated damages for the whole of the works are 1.5% of the contract value per month or part [49]
21. The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [49]
22. The amounts of the advance payment are: [51]

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization	10% of the Contract price	On submission of Irrevocable Bank Guarantee of 110% of the mobilization advance to be paid.

23. Repayment of advance payment for mobilization and equipment: [51]

The advance shall be recovered with percentage deductions from the interim payments certified by the Engineer under the Contract. The mobilization advance recovery will start on reaching 10% of contract price and recovered fully by completion of 80% of contract price on pro rata basis. The advance shall be completely recovered prior to the expiry of the original time for completion.

24. Deleted

25. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [52]

Performance Security shall be for 5% per cent of contract price to be submitted prior to signing the Contract. Performance Security shall be released within 60 days after the Completion of the defect liability period

The standard form of Performance Security acceptable to the Employer shall be an unconditional and irrevocable Bank Guarantee of the type as presented in Section 5 of the Bidding Documents and valid for two month after the expiry of the defect liability period.

26. Deleted [58]

27. The date by which “as-built” drawings (in scale 1 IN 2000) in 2 sets are required is before issue of certificate of completion of whole or section of the work, as the case may be. The amount to be withheld for non submission is Rs. 10, 00, 000/-. [58]

28. The following events shall also be fundamental breach of contract: [59.2]

The Contractor has contravened any clause / sub-clause of the GCC.

1. The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31) for a period of 60 days.
2. The contractor fails to carry out the instructions of Engineer / Construction Manager within a reasonable time determined by the Engineer / Construction Manager in accordance with GCC Clause 16.1 and 23.1.
3. The percentage to be applied for the value of work not completed representing the Employer's additional cost for completing the Works shall be 20%. [60.1]

**SECTION 5: FORMS OF SECURITIES**

**Forms of Securities**

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

<b>Annex A:</b>	Bid Security (Bank Guarantee)
<b>Annex B:</b>	Performance Bank Guarantee
<b>Annex B1:</b>	Performance Bank Guarantee for Unbalanced Items
<b>Annex C:</b>	Bank Guarantee for Advance Payment
<b>Annex D :</b>	Integrity Pack and Pre integrity Agreement
<b>Annex E :</b>	Format for Power Attorney for authorized Signatory

## Annex A

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [*date*] for the (insert the name of the works) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [*name of bank*] of having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_<sup>1</sup> (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017.  
THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without any protest or demur or any objection, whatsoever on our part and without any first claim or reference to the Contractor, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>2</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

2 45 days after the end of the validity period of the Bid.

## Annex B

## PERFORMANCE BANK GUARANTEE

To:

WHEREAS \_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 2017 to execute \_\_\_\_\_ (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ *[amount of guarantee]* / \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand without any protest or demur or any objection, whatsoever on our part and without any first claim or reference to the Contractor, and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]*<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until \_\_\_\_\_ (i.e.) 60 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

## Annex B 1

**PERFORMANCE BANK GUARANTEE (for unbalanced items)**

To:

WHEREAS \_\_\_\_\_ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [*amount of guarantee*]<sup>1</sup> \_\_\_\_\_ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand without any protest or demur or any objection, whatsoever on our part and without any first claim or reference to the Contractor, and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [*amount of guarantee*]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until \_\_\_\_\_ (i.e.) 60 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

<sup>1</sup> An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

## Annex C

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To:

Name of Contract:-

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 51.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_ and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.



**Annex D**

**INTEGRITY PACT**

To,

.....  
.....  
.....

Sub: Bid No. HML/INFRA/01/17 for the Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu

Dear Sir,

It is here by declared that the M/s HLL Medipark Limited is committed to follow the principle of transparency, equity and competitiveness in public procurement.

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

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

Yours faithfully

**Chief Executive Officer**

**INTEGRITY PACT**

To,

**The Chief Executive Officer**

**HLL Medipark Limited (HML),**

No.12, 1<sup>st</sup> Floor, 100ft Velachery – Taramani Road,  
Near Canara Bank,  
Vijaya Nagar, Velachery  
Chennai - 600 042.  
Ph No. 044 – 2243 5604

Sub: Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu,  
Kancheepuram district, Tamil Nadu

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the HML, I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent/ authorized to  
sign the relevant contract on behalf of HML**

### **PRE-CONTRACT INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of.....  
2017

BETWEEN

HLL Medipark Limited a subsidiary of HLL Lifecare Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India (Hereinafter referred as the HML), which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND,

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **Preamble**

WHEREAS the HML has floated the Tender Construction of Site Grading, Roads and Storm water drainage system for Medipark, Chengalpattu, Kancheepuram district, Tamil Nadu (NIT no. .... dated ..... (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the HML values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this act, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of HML**

- 1) The HML commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the HML, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The HML will, during the Tender process, treat all Bidder(s) with equity and reason. The HML will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The HML shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the HML obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the HML will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the HML under law or the Contract or its established policies and laid down procedures, the HML shall have the following rights in case of

breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the HML's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the HML after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the HML. Such exclusion may be forever or for a limited period as decided by the HML.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the HML has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the HML apart from exercising any legal rights that may have accrued to the HML, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) Criminal Liability: If the HML obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the HML has substantive suspicion in this regard, the HML will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the HML.
- 3) If the Bidder/Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the HML may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The HML will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The HML will disqualify Bidders, who do not submit, the duly signed Pact between the HML and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, HML.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the HML, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the HML in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

**HLL Medipark Limited****BIDDER****The Chief Executive Officer**

No.12, 1<sup>st</sup> Floor, 100ft Velachery – Taramani Road,  
Near Canara Bank,  
Vijaya Nagar, Velachery  
Chennai - 600 042.  
Ph No. 044 – 2243 5604

Witness

1 .....

2 .....

Witness

1 .....

2 .....

**Annex E****FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, we ..... (Name of the Tenderer and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project and submission of all documents and providing information / responses to \_\_\_\_ \_\_\_\_, representing us in all matters before \_\_\_\_ \_\_\_\_, and generally dealing with \_\_\_\_ \_\_\_\_ in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.