



**TENDER DOCUMENT FOR EPOXY PAINTING &
FALSE CEILING WORKS AT IVC,
CHENGALPATTU
TENDER NO:- HBL/IVC/WORKS/EPOXY/01/17-18**

**Revision : 00
Date : 30/12/2017**

TENDER ENQUIRY DOCUMENT

***Execution of Epoxy Flooring & False Ceiling Works at Integrated
Vaccine Complex, Chengalpattu***

TENDER NO. HBL/IVC/WORKS/EPOXY/01/17-18

dtd 30/12/2017



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PART-I TECHNICAL BID



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SCHEDULE FOR SUBMISSION OF BIDS

EVENT	DATE
Date of Downloading documents	30/12/2017
Pre bid meeting at IVC, Chengalpattu	06/01/2018, 11:00 AM
Last date and time for submission of completed Tender	12/01/2018, 3:00 PM
Date and time for Opening of Technical Bid	12/01/2018, 3:30 PM

The Tender documents containing the Technical Bid, Notice Inviting Tender, General Conditions of Contract, Specification & Bill of quantities

The completed Tender should be submitted before the due date and time of submission at the following address.

**Chief Executive Officer,
HLL Biotech Ltd, Integrated Vaccine Complex
SF 192-195, Tirumani Village
Chengalpattu - 603001**



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PRESS NOTICE

TENDER NO. HBL/IVC/WORKS/EPOXY/01/17-18 dtd 30/12/2017

INVITATION TO BID

1. HLL Biotech Limited invites bids from firms / contractors of repute in two envelope system for the following work:

Name of work	Estimated Cost	Period for Completion
Execution of Epoxy flooring and False Ceiling works at Integrated Vaccine Complex Chengalpattu	Rs. 1.40 Crores	4 Months

2. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- i) Average Annual financial turnover during the last 3 years, ending 31st March 2017 of the previous financial year, should be at least 42 Lakhs.
- ii) Should have satisfactorily completed **three similar projects (Epoxy flooring and false ceiling work)** during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
- a. Three similar completed works costing not less than the amount equal to 56 Lakhs
Or
- b. Two similar completed works costing not less than the amount equal to 70 Lakhs
Or
- c. One similar completed work costing not less than the amount equal to 1.12 Crores
- iii) Should not have incurred any loss in more than two years during the last five years ending 31st March 2017.

3. The Bid Documents containing qualification criteria and other details except the drawings can also be downloaded from www.hllbiotech.com and www.lifecarehll.com. The cost of tender documents in the form of Demand Draft drawn in favour of HLL Biotech Limited, for an amount of Rs. 1050/- (One Thousand and fifty only) (inclusive of GST) payable at Chennai must be furnished in a separate envelope along with the technical bid. In the case or downloaded tenders, the tender fee has to be submitted in the form of DD along with the tender at the time of submission.

Last date and time of receipt of Tender :- 12/01/2018, 15:00 Hrs.
Date and time of opening of Technical bid :- 12/01/2018, 15:30 Hrs.

**CEO,
HLL Biotech Ltd, Integrated Vaccine Complex, Chengalpattu - 603001.**



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DEFINITIONS

“**TENDERER**” means a reputed Indian firm having the required experience that has purchased the tender document and applied for the same.

“**BID**” means the Tender document submitted by an Tenderer interested in the Project in the prescribed format.

“**IVC**” means Integrated Vaccine Complex, Chengalpattu

“**HLL**” means **HLL Lifecare Limited**

“**HBL**” means **HLL Biotech Limited.**

“**EMPLOYER**” means **HLL Biotech Limited**

“**YEAR**” means “Financial Year” unless stated otherwise

“**SIMILAR WORK**” Epoxy flooring

“**CONTRACTOR**” shall mean a contractor who is registered with of Tamilnadu State Government, like PWD etc or Central Govt like CPWD etc. or under taking of Tamilnadu state government or central government or registered/ empanelled with HLL/HBL and specialized agencies for doing epoxy flooring in the reputed company.



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SECTION I

**HLL BIOTECH LIMITED
(A Government of India Enterprise)
NOTICE INVITING TENDER**

Item Rate Tenders are invited on behalf of HLL Biotech Limited from reputed contractors for the work of ***Epoxy flooring and False ceiling Works at Integrated Vaccine Complex, Chengalpattu.***

1. The work is estimated to cost **Rs.1.40 Crores**. This estimate however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer and all the 3 volumes of the tender document shall form part of the contract.
3. The time allowed for carrying out the work will be 4 months from the date of issue of work order to commence the work or from the first day of handing over the site, whichever is later.
4. The site for the work is available.
5. Tender documents will be **issued by the CEO, Integrated Vaccine Complex, HLL Biotech Ltd ,Chengalpattu– 603001** from 30/12/2017 on all working days between hours of 10.00 AM and 6.00 PM, on payment of Rs. 1050/- (One Thousand and fifty only) (inclusive of GST) as Demand draft as processing fee of tender documents.
6. Tenders, **which should be placed in sealed envelopes, as prescribed in Para 11 of Section II (Information & Instructions to Tenderers)**, will be **received by the the CEO, Integrated Vaccine Complex, HLL Biotech Ltd, Chengalpattu – 603001** upto 3.00 PM on 12/01/2018. The Technical Bid will be opened by him or his authorized representative in his office the same day at 3.30 PM.
7. Earnest Money deposit of **Rs.2,80,000/-** in the form of a Demand Draft or Bank Guarantee (format given as Annexure-II) from a nationalized or scheduled bank issued in favour of **“HLL Biotech Limited, Chennai”** which should be placed in a separate sealed cover marked **“Earnest Money”** shall be submitted along with the tenders.
8. The successful contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee (format given as Annexure-I) in the form of an irrevocable guarantee bond of any scheduled bank or State Bank of India in the prescribed form within 15days of issue of letter of acceptance.
9. The scope of the work is ***execution of Epoxy flooring and False Ceiling works at Integrated Vaccine Complex, Chengalpattu.***
10. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may



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influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender implies that the tenderer has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.

11. HBL does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. HBL reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The contractor shall not be permitted to tender for work in case his near relative (s) (directly recruited or on deputation in HBL) is/are posted in any capacity as an employee of HBL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee in HBL.
14. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India/State Government or PSU's is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or HBL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt. of India/State Government or PSU's as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the work shall remain open for acceptance for a period of **120 days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the HBL, then the HBL shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
16. This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter for commencement of work shall be issued. The contract shall be deemed to have come into effect on issue of communication of acceptance of the tender. On such communication of acceptance, the successful Tenderer/Contractor shall, within 15 days from such date, formally sign the agreement consisting of: -



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- a) The Notice Inviting Tender, Technical Bid, GCC including additional conditions, specifications, forming part of the tender, as issued at the time of invitation of tender along with any addendum/correspondence leading to acceptance of the tender.
- b) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.

**CEO,
Integrated Vaccine Complex, HLL Biotech Ltd,
Chengalpattu**



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**SECTION II
SCOPE OF WORK**

1. Introduction

Execution of Epoxy flooring and Construction of False Ceiling works at Integrated Vaccine Complex, Chengalpattu.

**SECTION III
INFORMATION & INSTRUCTIONS FOR TENDERERS**

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for Technical Evaluation are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Tenderer, it should be stated as "not applicable". The Tenderers are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Tenderer being summarily disqualified. Tenders made by telegram or telex and those received late will not be entertained.
- 1.3 The application should be neatly type-written in English. The Tenderer should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of the qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know how or capability of the Tenderer should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless it is called for by the Employer.
- 1.7 Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in HBL .
- 1.8 Prospective Tenderers may request clarification regarding the Tender document on before the date specified in the "**SCHEDULE FOR SUBMISSION OF APPLICATION**".



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Any clarification given by the Employer during the Pre-bid meeting will be posted in the web sites of HBL.

- 1.9 Joint Venture firms are not allowed to participate in the tender.

2.0 METHOD OF APPLICATION:

- 2.1 If the Tenderer is an individual, the Tenderer shall affix his signature above his name type written in full along with his current address.
- 2.2 If the Tenderer is a proprietary firm, the application shall be signed by the proprietor above his name type written in full along with the full name of his firm and its current address.
- 2.3 If the Tenderer is a firm in partnership, the application shall be signed by all the partners of the firm above their full type-written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 2.4 If the Tenderer is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Tenderer should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.0 FINAL DECISION MAKING AUTHORITY.

The employer reserves the right to accept or reject any application and to annul the qualification process and reject all application at any time, without assigning any reason or incurring any liability to the Tenderers.

4.0 PARTICULARS PROVISIONAL

The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the Tenderer.


5.0 SITE VISIT

The Tenderer is advised to visit the site of work, at his own cost, and examine it and its surroundings by himself, collect all information that he considers necessary for proper assessment of the prospective assignment.

6.0 TENDER DOCUMENTS

- 6.1 The tender documents consisting of the following three parts (documents).

1. Part-I - Technical Bid
 2. Part-II – General Conditions of Contract
 3. Part-III - Price Bid (BOQ)
- 6.2 The tenderer is expected to examine carefully all the contents of the tender Documents including instructions, conditions, forms, terms etc. and take them fully into account before submitting the offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk.

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7.0 SUBMISSION OF THE TENDER DOCUMENTS

The tender document shall be submitted in two parts

1. Part- I- Technical Bid
2. Part-II- Price Bid

7.1 Part –I Technical Bid shall consisting of the following,

a. Earnest Money Deposit

Earnest Money Deposit, as detailed in clause 8 of NIT in original, placed in a separate sealed envelope and duly marked “ Earnest Money Deposit”.

b. Power of Attorney

Attested copy of Power of Attorney (in favour of the authorized signatory of the tenderer) to submit the tender.

c. Signed copies of Technical Bid, General Conditions of Contract & Drawings.

d. Letter of transmittal

The Tenderer should submit the letter of transmittal attached with this document.

e. Financial information

Tenderer should furnish the Annual financial statement for the last five years (in Form “A”)

f. Experience in works / similar works

Tenderer should furnish the following:

- A. List of all works of similar class successfully completed during the last seven years (in Form “B”).
- B. List of the projects under execution or awarded (in Form “C”).
- C. Particulars of completed works and performance of the Tenderer duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (in Form “D”).

g. Organization information

Tenderer is required to submit the following information in respect of his organization (in Forms “E” & “E-I”).

- A. Name & Postal Address, Telephone & Fax Number etc.
- B. Copies of original documents defining the legal status, place or Registration and principal places of business:



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- C. Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- D. Information on any litigation in which the Tenderer was involved during the last five years, including any current litigation.
- E. Authorization for employer to seek detailed references.
- F. Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "E-I").

7.2 Part –II Price Bid shall consisting of the following

- a. Completed Price bid
- b. Completed Compliance Statements

8.0 ELIGIBILITY CRITERIA FOR QUALIFICATION

The tenderers who meet the following criteria only shall be considered for price bid opening

- 8.1 The Tenderer should have satisfactorily completed during the last seven years ending last day of the month 30th November 2017.
- a) Three similar works each costing not less than Rs. 56 Lakhs or
 - b) Two similar works each costing not less than Rs. 70 Lakhs or
 - c) One similar work costing not less than Rs. 1.12 crores.

The similar works specified above shall mean Epoxy flooring work.

'Cost of work' shall mean gross value of the completed work including the cost of materials, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

- 8.2 The Tenderer should have had average annual financial turn over (gross) of **Rs. 42 lakhs** on civil works during the last three years ending 31st March 2017. The documentary evidence duly audited and certified by a Chartered Accountant must be furnished along with the application. The year in which no turnover is shown would also be considered for working out the average.
- 8.3 The Tenderer should not have incurred any loss in more than two years during the last five years preceding 31st March 2017. This should be duly certified by a Chartered Accountant.
- 8.4 The Tenderer should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire.
- 8.5 The Tenderer should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The Tenderer should submit a list of these employees stating clearly how these would be involved in this work.



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8.6 The Tenderer's performance for each work completed in the last 5 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be furnished along with the application.

9.0 EVALUATION OF TECHNICAL BID

9.1 The Tenderers will be evaluated in the following manner:

- i. The eligibility criteria prescribed in para 8.1 to 8.6 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinized and the Tenderer's eligibility for qualification for the work be determined.
- ii. Even though an Tenderer may satisfy the above requirements, he would be liable for disqualification if he has:
 - A. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document,
 - B. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
 - C. If the Tenderer, or any constituent partner in case of partnership firm, has been debarred/black listed or terminated for poor performance by any organization at any time or ever been convicted by a court of law , their application will be summarily rejected.

9.2 All tenderers who qualified based on Technical Bid shall be informed and their price bids shall be opened on the prescribed date and time mentioned in schedule of submission of Application. The price bids of the unsuccessful bidders shall be returned unopened.

10. SIGNING OF THE APPLICATION AND NUMBER OF COPIES

10.1 The tenderer shall prepare one original set of the document. The tender documents (Part I- Technical bid & Part II- Price Bid) shall be stamped and signed on all pages by the person duly authorized to sign on behalf of the Tenderer. The power of attorney on a stamp paper authorizing the person to sign and act on behalf of the firm, duly notarized should be submitted.

10.2 The completed tender shall be without alteration, overwriting, interlineations or erasures except those to accord with instructions issued by HBL or as necessary to correct errors made by the tenderer. All amendments/ corrections be initialed by the person/ persons signing the tender.

10.3 An authorized representative shall have the authority to conduct all Business and incur liabilities related thereto for and on behalf of the Tenderer, during the process and thereafter.

11.0 SEALING AND MARKING OF TENDERS

11.1 The Technical and Price bids shall be sealed in two separate envelopes, superscribed as PART-I Technical bid and PART-II Price Bid respectively. The two covers shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the application. The envelopes shall be titled "**Execution of Epoxy flooring and False**



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Ceiling works at Integrated Vaccine Complex at Chengalpattu” and clearly marked in English with name of the Tenderer.

11.2 No responsibility will be accepted by the HBL for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

12 DEADLINE AND ADDRESS FOR SUBMISSION OF TENDERS

12.1 Tenders shall be submitted to HLL Biotech Ltd., by hand or through registered post or courier service at the address given below and not later than **3.00 pm, 12/01/2018**. In respect of Tenders received by post or courier, HBL shall not assume any responsibility for any delayed delivery. Documents submitted in connection with this tender will be treated confidential.

12.2 The Tenders should be addressed to

**CEO,
HLL Biotech Ltd,
Integrated Vaccine Complex
SF No. 192-195, Thirumani Village
Chengalpattu- 603001**

12.3 HBL may, at its discretion, extend the deadline for the submission of Tender, in which case all rights and obligations of HBL and the Tenderers subject to the previous deadline shall thereafter be subject to the deadline as extended.

13.0 LATE TENDERS

Application received after the dead line of submission of Application shall not be considered or opened under any circumstances.

14.0 VALIDITY OF TENDERS


Application shall be valid for a period of 120 days from the last date of submission of Tenders. HBL retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Tenderer not submitting the letter of extension of the validity period at that time shall not be further considered.

15.0 AMENDMENT OF TENDER DOCUMENTS

15.1 At any time prior to the deadline for submission of Tenders, HBL either on its own or on request of the Tenderer may amend the Tender Documents by issuing addenda.

15.2 An addendum issued shall be part of the Tender Documents and shall be posted at the website of HBL as per the date specified in Schedule for submission of tender. The applicants are advised to check the websites specified above after the last date of issue of addendum and download the addendum issued, if any.

15.3 To give Tenderers reasonable time to take an addendum into account in preparing their Tenders, HBL may, at its discretion, extend the deadline for the submission of Tenders.

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16.0 WITHDRAWAL OF TENDERS

16.1 No modification or substitution of the submitted application shall be allowed.

16.2 An tenderer may withdraw its Tender after submission, provided that written notice of the withdrawal is received by HBL before the due date for submission of Tenders. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.

16.3 The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

17.0 PRICE BID OPENING

The price bid of only the qualified bidders will be opened. Evaluation of the financial offer will be based on price quoted by the contractor. Any subsequent alteration in prices shall not be given any cognizance.

18.0 AWARD CRITERIA

The contract will be awarded to the tenderer, whose tender has been determined to be subsequently responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as per the tender documents is the lowest.

19.0 EMPLOYER'S RIGHT TO ACCEPT AND TO REJECT ANY OR ALL TENDERS.

19.1 The employer reserves the right, without being liable for any damages or obligation to inform the Tenderer, to:

- A. Amend the scope and value of contract to the applicant.
- B. Reject any or all of the Tenders without assigning any reason.

19.2 Any effort on the part of the Tenderer or his agent to exercise influence or to pressurize the employer would result in rejection of his application. Canvassing of any kind is strictly prohibited.

20.0 JURISDICTION

All disputes arising shall be subject to the jurisdiction of the appropriate court at Chennai and will be governed by the laws of India.



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SECTION IV

LETTER OF TRANSMITTAL

From:

To

**CEO,
HLL Biotech Ltd,
Integrated Vaccine Complex
SF No. 192-195, Thirumani Village
Chengalpattu- 603001**

Subject: Submission of Tender for the work of '**Execution of Epoxy flooring and False Ceiling Works at Integrated Vaccine Complex at Chengalpattu**'.

Sir,

Having examined the details given in the Tender press notice and Qualification documents for the above work, I/we hereby submit the qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize HBL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize HBL to approach individuals, employers, firms and corporation to verify out competence and general reputation
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures.

Seal of Tenderer
Date of submission

Signature(s) of Tenderer



**TENDER DOCUMENT FOR EPOXY PAINTING &
FALSE CEILING WORKS AT IVC,
CHENGALPATTU
TENDER NO:- HBL/IVC/WORKS/EPOXY/01/17-18**

Revision : 00
Date : 30/12/2017

FORM 'A'

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant. (Copies to be attached).

A. Gross Annual turnover on construction works.

Years

2016-17	2015-16	2014-15

B. Profit/Loss

Years

2016-17	2015-16	2014-15	2013-14	2012-13

Signature of Chartered Accountant with Seal

Signature of Tenderer



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Date : 30/12/2017

FORM 'B'

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN
YEARS ENDING LAST DAY OF THE MONTH OF NOV 2017**

Sl. No	Name of work/project and location	Owner or sponsor	Cost in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /arbitration pending /in progress with details *	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Tenderer



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FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation /arbitration pending /in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Tenderer



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FORM 'D'


PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B" & "C"

1. Name of work /Project & Location.
2. Agreement No.
3. Estimated Cost.
4. Tendered Cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any.
9. Performance Report

1) Quality of work	Very Good/Good/Fair/Poor
2) Financial soundness	Very Good/Good/Fair/Poor
3) Technical Proficiency	Very Good/Good/Fair/Poor
4) Resourcefulness	Very Good/Good/Fair/Poor
5) General behavior	Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent

	<p align="center">TENDER DOCUMENT FOR EPOXY PAINTING & FALSE CEILING WORKS AT IVC, CHENGALPATTU</p> <p>TENDER NO:- HBL/IVC/WORKS/EPOXY/01/17-18</p>	<p>Revision : 00 Date : 30/12/2017</p>
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FORM 'E'

STRUCTURE & ORGANIZATION

1. Name & Address of the Tenderer
2. Telephone No./Fax No.
3. Legal status of the Tenderer (attach copies of original document the legal status).
 - (a) An individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government bodies (attach attested photocopy).

Organization /Place of registration	Registration No.
1.	
2.	
3.	
5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the Tenderer ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the Tenderer, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the Tenderer, or any constituent partner in case of partnership firm, even been debarred/black listed for tendering in any organization at any time? If so, give details.
10. Has the Tenderer, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the Tenderer has specialization and interest?
12. Any other information considered necessary by not included above.

Signature of Tenderer



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FORM 'E-1'

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE
WORK**

S. No	Designation	Number available for this work	Name	Qualification	Professional experience and details of work carried out	Responsibility	Remarks
1	2	3	4	5	6	7	8

Signature of Tenderer



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FORM 'F'

DELETED



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PART- II

GENERAL CONDITIONS OF CONTRACT

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	<p style="text-align: center;">TENDER DOCUMENT FOR EPOXY PAINTING & FALSE CEILING WORKS AT IVC, CHENGALPATTU TENDER NO:- HBL/IVC/WORKS/EPOXY/01/17-18</p>	<p>Revision : 00 Date : 30/12/2017</p>
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**HBL W – 8
HLL BIOTECH LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

To

Sub: NIT No..... for the work- epoxy flooring and false ceiling works at Integrated Vaccine Complex at Chengalpattu.

Dear Sir,

It is here by declared that HLL Biotech Ltd 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 Biotech Limited.

Yours faithfully

CEO, HLL BIOTECH LTD.



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To

CEO, HLL BIOTECH LTD.

Sub: Submission of Tender for the work of.....

Dear sir,

I/We acknowledge that HLL Biotech Limited 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 the 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 HLL Biotech Limited. 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. HLL Biotech Limited 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)



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To be signed by the bidder and same signatory competent/authorized to sign the relevant contract of behalf of HLL Biotech Limited

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this Day of.....20.....

BETWEEN

HLL Biotech Limited represented through CEO, HLL BIOTECH LTD.,(Hereinafter referred as the "Principal", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.

AND

.....
through(Hereinafter referred to as the "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal has floated the Tender (NIT No.....)
(hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for
Hereinafter referred to as the "**Contract**"

AND WHEREAS the Principal 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 Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal /Owner

- 1) The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles.
 - (a) No employee of the Principal, 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 Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal 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 Principal shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.



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- 2) If the Principal 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 Principal 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'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) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certification, 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) /Contractor(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 as part of the business relationship, regarding plans, technical proposals and business details, including and 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 (with each tender as per proforma enclosed) 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



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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 Principal under law or the Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder (s)/Contractor(s) and the Bidder(s)/Contractor(s) accepts and undertakes to respect and uphold the Principal'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 Principal 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 Principal/owner. **Such exclusion may be forever or for a limited period as decided by the Principal/owner.**
- 2) **Forfeiture of EMD/performance Guarantee/Security Deposit:** If the Principal 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 Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and security Deposit, Performance Guarantee and security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal 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 Indian Penal code (IPC)/Prevention of corruption Act, or if the Principal has substantive suspicion in this regard, the Principal 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 Principal.
- 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 Principal 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



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- responsible for any violation(s) of the principles laid down in this agreement /pact by any of its Sub-contractors/sub-vendors.
- The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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, HLL Biotech Limited.

Article 7- other Provisions

- This Pact is subject to Indian Law., place of performance and jurisdiction is the Head quarters of HLL Biotech Limited of the Principal/Owner, who has floated the Tender.
- Changes and supplements need to be made in writing. Side agreements have not been made.
- 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 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.
- 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 intensions.
- 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 Principal 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:

.....
(For and on behalf of Principal)

.....



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(For and on behalf of Bidder/Contractor)


WITNESSES:

1.
(Signature, Name & address)

2.
(Signature, Name & address)

Place:

Date:

	<p align="center">TENDER DOCUMENT FOR EPOXY PAINTING & FALSE CEILING WORKS AT IVC, CHENGALPATTU</p> <p>TENDER NO:- HBL/IVC/WORKS/EPOXY/01/17-18</p>	<p>Revision : 00 Date : 30/12/2017</p>
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Item Rate Tender & Contract for Works

- (i) To be submitted by 15.00 hours on 12/01/2018 to **CEO, HLL BIOTECH LTD.**
- (ii) To be opened in presence of tenderers who may be present at 15:30 hours on 12.01.2018 in the office of

CEO, HLL BIOTECH LTD.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

T E N D E R

I/We have read and examined Notice Inviting Tender, Schedule A, B, C, D, E & F. Specifications applicable, Drawings & Design, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rates & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work (Tender documents comprising of Part I, II, III and IV).

I/We hereby tender for the execution of the work specified for the HLL Biotech Limited within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for one hundred and twenty (120) days from the date of opening of the Financial Bid and not to make any modifications in its terms and conditions.

A sum of **Rs. 2,80,000/- (Rupees Two Lakhs Eighty Thousand only)** has been deposited in Demand draft/ irrevocable guarantee bond or State Bank of India of a Scheduled Bank as earnest money. If I/We fail to commence the work specified I/We agree that the said HLL Biotech Limited shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by competent authority on behalf of the HLL Biotech Limited towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We agree that, to deposit an amount equal to 5% of Tendered value of the work as performance guarantee in the form of bond of any Scheduled Bank of India in accordance



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with the proforma prescribed within 15 days of the issue of letter of acceptance of Tender by HBL. I/We am/are aware that in the event of failure on my/our part to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

I/We undertake and confirm that similar work(s) cited for eligibility has/have not been executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of HBL, then I/We shall be debarred from taking part in future tenders of HBL. Also if such a violation comes to the notice of HBL before date of start of the work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there-from to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Witness:
Address:
Occupation:

(_____)
Signature of Contractor
Postal Address: -

ACCEPTANCE

The above tender (as modified by you (Contractor) and as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the HLL Biotech Limited for a sum of Rs._____ (Rupees_____)

The letters referred to below shall form part of this Contract Agreement:-

- (a)
- (b)

For & on behalf of the HLL Biotech Limited.

Signature_____

Dated.....
Designation_____



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PROFORMA OF SCHEDULES

SCHEDULE "A"

Schedule of Quantities (as per Part – III)

SCHEDULE "B" NIL

NIL

SCHEDULE "C"

NIL

SCHEDULE "D"

Nil

SCHEDULE "E"

Reference to General Conditions of Contract

Name of Work **Execution of Epoxy flooring and False Ceiling works at
Integrated Vaccine Complex, Chengalpattu.**

Earnest Money **Rs.**
Performance Guarantee **Rs. _____ (Rupees _____**
(5 % of the tendered value **_____ only)**
in the form of Bank
Guarantee from Scheduled
Bank)

Security Deposit **Rs. _____ (Rupees _____**
(5 % of the tendered value **_____ only)**
in the form of Bank
Guarantee from Scheduled
Bank)

SCHEDULE "F"

GENERAL RULES AND DIRECTIONS

Officer inviting tender

**CEO,HLL Biotech Ltd,
Chengalpattu - 603001.**

Maximum percentage for quantity of items of work to be executed
beyond which rates are to be determined in accordance with
Clause 12.2 & 12.3

50%

Definitions

See below

2(v)

Engineer-in charge

Project Manager or any
officer nominated by



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		HBL
2(viii)	Accepting Authority	HLL Biotech Limited Chennai – 600113.
2(x)	Percentage on cost of materials and labour to cover ... all overheads and profit	15 %
2 (xi)	Standard schedule of rates ...	CPWD Schedule of Rates for Delhi 2014
9(ii)	Standard HBL Contract Form	HBL W - 8 form as modified and corrected upto date

Clause 1

- | | |
|---------------------------------------------------------------------------------------------------------|---------|
| (i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance | 15 days |
| (ii) Maximum allowable extension beyond the period Provided in (i) above | Nil |

Clause 2

Authority for fixing compensation under Clause 2	Competent authority of HLL Biotech Ltd
--------------------------------------------------	-----------------------------------------------

Clause 2 A

Whether Clause 2 A shall be applicable	Not applicable
----------------------------------------	-----------------------

Clause 5

- | | |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| i) Number of days from the date of issue of letter of acceptance for reckoning date of start | Handing over of site by HBL Engineer in Charge/ from the date of issue of LOA whichever is later. |
| ii) Mile stone(s) as per table | Nil |
| | Time allowed for execution of work 4 Months |



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Clause applicable (6 or 6A)

6A

Clause 7

Gross value of work to be done together with net payment /adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment-5,00,000

Clause 10A - NIL

Clause 10 B - NIL

Clause 10 CA - NIL

Clause 10C - NIL

Clause 11

Specification to be followed for execution of work. CPWD Specifications for Works 2009 (for Civil) Volume I & II

Clause 12

12.2 & 12.3

Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not apply and

50%

clauses 12.2.& 12.3 shall apply

Clause 13,14,15

DELETED

Clause 16

Competent authority for deciding reduced rates.

Engineer in charge of HBL

Clause 17

DELETED

Clause 18 - DELETED

Clause 19-24 DELETED

Clause 25

Competent authority for conciliation
Constitution of Dispute Redressal Committee

**Chairman: CEO (HBL)
Chairman: CEO (HLL BIOTECH LTD.)
Member: CFO
Member: DGM (Projects)/ Engineer in Charge (HBL)**



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Clause 26-35

Clause 36(i)							
Requirement of Technical Representative(s) and recovery Rate							
Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation Principal Technical (Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1	Graduate in Civil Engineering	Civil	Principal technical Rep (Project Manager)	5 yrs	1	15000.00	

NOTE:

1. Technical personnel to be employed as per above requirement and shall be subject to the approval of their CVs by the Engineer-in-Charge.
2. Any change in the personnel already employed shall be done only with the prior approval of the Engineer-in-Charge.
3. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers
4. **The contractor shall ensure that each of the specialized agencies employed him for the various components of this work engage at least one graduate engineer as Senior Technical representative and adequate number of supervisors.**

Clause 26-35

DELETED

Clause 42

DELETED



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ADDITIONAL CONDITIONS

- I. The intending tenderers has to satisfy the provisions of EPF & Misc. Provisions Act 1952 & Employees' Provident Fund Scheme 1952, by the contractors in respect of labourers/Employees engaged by them for performing the works of HBL.
 - (a) Each claim bill of contractors must accompany the (I) list showing the details of labourers/employees engaged. (II) duration of their engagement (III) the amount of wages paid to such labourers/employees for the duration in question, (IV) amount of EPF contributions (both employer's & employees' contribution) for the duration of engagement in question, paid to the EPF authorities, (V) copies of authenticated documents of payments of such contribution to EPF authorities and (VI) a declaration from the contractors regarding compliance of the conditions of EPF Act, 1952.
 - (b) The contractors claim will be passed by the bill passing authority only if the contractor complies with the terms and conditions of EPF Act, 1952.
- II. "Cess under Building and Other Construction Workers' Welfare Cess Act, 1996 and Building and Other Construction Workers Cess Rules 1998 Notwithstanding anything contained in this contract, Cess at the rate stipulated under Clause 3(1) of the Building and other construction workers' Welfare Cess Act 1996, shall be recovered from the gross amount of the bill/bills payable under this Contract".
- III. Work Contract Tax and Income Tax at the rate applicable shall be recovered from the gross amount of the bill/bills payable under the contract.

CONTRACTOR

**CEO,
HLL Biotech Ltd.
Chengalpattu - 603001**



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PROFORMA FOR AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF -----DATED-----
-- Between M/s----- (refer note) in the town of
_____ hereinafter called the contractor (which term shall unless excluded by or
repugnant to be subject or context include its successors and permitted assigns) of the one
part and the HBL Biotech Limited hereinafter called the HBL (which term shall unless
excluded by or repugnant to the subject or context include its successes and assigns) of the
other part.
WHEREAS

- a. The HBL is desirous that the execution of _____
_____ at _____ should be executed as mentioned,
enumerated or referred to in the tender including Press Notice Inviting
Tender, General Conditions of the Contract, Special Conditions of the
Contract, Specifications, Drawings, Plans, Time Schedule of completion of
jobs, Schedule of Quantities and Rates, Agreed Variations, other
documents, has called for Tender.
- b. The contractor has inspected the site and surroundings of the work
specified in the tender documents and has satisfied himself by carefully
examination before submitting his tender as to the nature of the surface,
strata, soil, sub-soil and grounds, the form and nature of the site and local
conditions the quantities, nature and magnitude of the work the availability
of labour and materials necessary for the execution of work, the means of
access to site, the supply of power and water thereto and the
accommodation he may require and has made local and independent
enquiries and obtained complete information as to the matters and things
referred to or implied in the tender documents or having any connection
therewith, and has considered the nature and extent of all the probable
and possible situations, delays, hindrances or interferences to or with the
execution and completion of the work to be carried out under the contract,
and has examined and considered all other matters, conditions and things
and probable and possible contingencies, and generally all matters
incidental thereto and ancillary thereof affecting the execution and
completion of the work and which might have influenced him in making his
tender.
- c. The tender documents including the HBL's Press Notice Inviting Tender,
General conditions of contract, Special Conditions of Contract, Schedule
of Quantities and rates, General obligations, Specifications, Drawings,
plan, time schedule for completion of work, Minutes of Pre-Bid
conference/meeting if any, Letter of Acceptance of tender and any
statement of agreed variations with its enclosures copies of which are
hereto annexed form part of this contract though separately set out herein
and are included in the expression Contract wherever herein used.

AND WHEREAS

The HBL accepted the tender of M/s ----- (refer note below)
(Contractor) for the construction of ----- at ----- and
conveyed vide letter No. ----- dated ----- at the rates stated in the
Schedule of quantities for the work and accepted by HBL (hereinafter called the Schedule of
Rates) upon the terms and subject to the conditions of the contract.

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

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

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

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

Signed and delivered for and on behalf of
HBL

Signature and delivered for and on behalf of
the contractor

(HLL BIOTECH LIMITED)
OFFICIAL ADDRESS

(Contractor)

Date
Place
IN PRESENCE OF TWO WITNESSES
SIGNATURE
NAME
SIGNATURE
NAME

Date
Place
SIGNATURE
NAME
SIGNATURE
NAME



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**Annexure-I FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND**

1. *In consideration of HLL Biotech Limited (hereinafter called "HBL") having agreed under the terms and conditions of agreement No..... dated..... made between and (herein after called "the said contractor(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.*

We (indicate the name of the Bank) (herein after referred to as "as Bank) hereby undertake to pay to HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.

3. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from HBL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).

4. We undertake to pay to HBL any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the contractor(s) shall have no claim against us making such payment.

5. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of HBL under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of HBL. Certified that he terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

6. We..... (Indicate the name of Bank) further agree with HBL that HBL shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any of the powers exercisable by HBL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on that part of HBL or any indulgence by HBL to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).



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8. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of HBL in writing.
9. This guarantee shall be valid upto unless extended on demand by HBL. Notwithstanding any thing mentioned above our liability against this Guarantee is restricted to RS..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the day of 20....

For
(Indicate the name of Bank)



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AFFIDAVIT

I/We have submitted a bank guarantee for the work
..... (Name of Work), Agreement No..... Dated:.....
from..... (Name of the bank with full
address)

To
The CEO,HLL Biotech Ltd, with a view to seek exemption from payment of performance
guarantee in cash. This Bank guarantee expired on

I /We undertake to keep the validity of the bank guarantee intact by getting it extended from
time to time at my/our own initiative upto a period of months after the
recorded date of completion of the work or as directed by the Engineer in charge.

I / WE also indemnify HLL Biotech Limited against any losses arising out of non-encashment
of the bank guarantee if any.

(Deponent)
signature of Contractor

note : The affidavit is to be given by the Executants before a first class Magistrate.



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CLAUSES OF CONTRACT


CLAUSE 1

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule F from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in Schedule F on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of a Bank Guarantee of a Scheduled Bank or State Bank of India.
- ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of the Performance Guarantee extended to cover such enlarged time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) The Engineer-in- Charge shall not make a claim under the performance guarantee except for amounts to which HBL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay HBL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the Agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CEO, HBL

CLAUSE 1 A

**Recovery
of
Security
Deposit**

The person/persons whose tender(s) may be accepted (Hereinafter called the contractor) shall permit HBL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by HBL by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank Of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the HBL as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the

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contractor and the contractor shall forthwith on demand furnish additional security to the HBL to make good the deficit.

All compensations or the other sums of the money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by HBL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bond in favour of the CEO, HLL Biotech Ltd. or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limit prescribed by the Reserve Bank of India); or Government Securities (if deposited for more than 12 month) endorsed in favour of the Engineer-in Charge, any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The Security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money, if deposited in cash at the time of tenders, will be treated a part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee except last one shall not be less than Rs. 5 lakh. Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

Note-1: Government papers tendered as security will be taken at 5 % (Five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the HBL paper will be withheld if necessary.

Note-2: Government securities will include all forms of securities mentioned in Rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.



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CLAUSE 2

**Compensation
for Delay**

If the contractor fails to maintain the required proportionate progress of the work at the stages specified in Clause 5 or to complete the work and fails to clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to HBL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the authority specified in Schedule 'F' may decide on the amount of tendered value of work for every completed day/week (as applicable) in which the progress remains below than the specified in Clause 5 or that the work remains incomplete. The decision of the aforesaid authority in writing shall be final and binding on the contractor.

This will also apply to items or group of items for which separate period of completion has been specified.

(i) Compensation For delay of work : @0.5% per week of delay to be computed on per day basis to a maximum of 5% of the tendered value.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % of the tendered value of work on or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4 the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever, shall be payable on such withheld amount.

CLAUSE 3

**When Contract
can be
determined**

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or



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unworkman like manner shall omit to comply with the requirement of such note for a period of seven days thereafter.

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



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receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- (xii) If the work is not started by the contractor within 1/8th of the stipulated time.


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

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

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract in such eventually, the earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc shall be payable at all.

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CLAUSE 4

Contractor liable to pay compensation even if action not taken under clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the Engineer-in-Charge which shall be final and binding on the contractor use an on hire (the amount of the hire money being also in the final determination of the site thereof belonging to the contractor, or procured by the contractor and intended to be used to the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor clerk of the works, foreman or other authorized agent to remove such notice) in the event of the contractor failing to comply with any such falling to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate for the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the Extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid. HBL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and progress chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relating to the time stated in the Contract documents for completion for items of the works. It shall indicate the forecast of the dates of commencement and completion of various traders of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule F.

5.2 If the work(s) be delayed by:-



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- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (vi) Non-availability of stores, which are the responsibility of government to supply or
- (vii) Non-availability or break down of tools and Plant to be supplied or supplied by government or
- (viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the engineer-in-Charge may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, with 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurements the value of work done in accordance with the contract. The measurements of all items (having financial value) shall be entered in Measurement Book and/or level field book so that a complete record is maintained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-Charge and the contractor(s) or his/their representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reasons and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and HBL shall not



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entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all the assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of the measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven day's notice to the Engineer-in-Charge or his authorised representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover-up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of the measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof, no payment or allowance shall be made for extra work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause, either themselves or through another Officer of HBL, to check the measurements recorded, jointly or otherwise, as aforesaid, and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill, shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6A

**Computerized
Measurement
book**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book



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having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per the interval or program fixed in consultation with Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-charge and /or his authorized representative. The contractor will, thereafter, incorporate such charges as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The engineer-in-Charge and /or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed, if at all any error is noticed, the contractor shall have to submit a fresh computerizes pages duly MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB\s for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement issued by the Bureau of Indian Standards and if for any item no such standards is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and /or test checking the measurement of any work in order that the same may be checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and /or test checking measurement and shall not cover up and place beyond reach of measurements any work without consent in with



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writing of the Engineer -in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice been given or the Engineer-in-charge's consent being obtained in writing the same shall r be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and /or test checking the measurements of any item of work in the measurement of book and /or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

**Payment on
Intermediate
Certificate to
be regarded
as Advances**

Interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of HBL in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule "F", in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible will as far as possible be paid by 25th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by HBL, or dismantled materials, if any. In the case of works outside the headquarter of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or



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materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of HBL to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion, on the basis of a certificate from the Site Engineer to the effect, that the work has been completed upto the level in question may make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

In composite tenders, in case the main contractor fails to make payment to the specialist agency employed by him for a minor component of work within 15 days of receipt of each corresponding running account payment, then on the written complaint of the affected agency the Engineer in Charge shall serve show cause notice to the main contractor and if the reply is either not received or found unsatisfactory, he may make payment directly to the agency employed for the minor component as per the terms and conditions of the contract drawn between the main contractor and the agency employed by him. Such payment made to the associate agency shall be recovered by the Engineer in Charge from the next RA Bill or Final Bill of the main contractor.

CLAUSE 8

Completion Certificate & Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, wall, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession, for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause, as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid



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and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim whatsoever in this regard except for any sum actually realized by the sale thereof.

CLAUSE 8 A

**Contractor
to Keep
Site Clean** **DELETED**

CLAUSE 8 B

**Plans to be
Submitted
by the
Contractor
Completion** Schedule for execution to be submitted for HBL's approval.

CLAUSE 9

**Payment of
Final Bill**

The contractor shall submit the final bill in the same manner as specified in interim bills within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Engineer-in-Charge, will, as far as possible, be made within six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge, complete with account of materials issued by HBL and dismantled materials.

CLAUSE 9A

**Payment of
Contractor's
Bill to Banks**

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge

- (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments, and,
- (2) his own acceptance of the correctness of the amount made out as being due to him by HBL or his signature on the bill or other claim preferred against HBL before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the HLL Biotech Limited.



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CLAUSE 10 A

**Materials to
be provided
by the
Contractor**


The contractor shall, at his own expense, provide all materials, required for the works.

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

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

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

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

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CLAUSE 10 B:

DELETED

**Mobilization
Advance**

CLAUSE 10 C

**Dismantled
Materials Govt.
Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as HBL's property and such materials shall be disposed off to the best advantage of HBL according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11

**Work to be executed
in Accordance with
Specifications,
Drawings, Orders,
etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or , Schedule of Rates or any other printed publications referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviations, Variations Extent and Pricing:

The Engineer-in-charge shall have power to make alteration in, omission from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and contractor shall be bound to carry out the work in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and alterations/omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.



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12.1 The time for completion of the work shall, in the event of any deviations resulting. In additional cost covers the tendered value; be extended if requested by the contractor, as follows:

- a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value (+) plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Deviations, Extra items and Pricing: In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported may by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determines the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted item shall also be determined in the manner as mentioned in the aforesaid para.

Deviations, Substituted Items, Pricing:

a. If the market rate for the substitute item so determined is more than the market rate for the substituted item shall be the rate for the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- b. If the market rate for the substitute item so determined is less than the market rate for the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviations, Deviated Quantities, Pricing:

In the cases of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess, of the above mention limits, provide that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall which one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates



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of items for work in excess of the limits laid down in schedule F and Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

CLAUSE 13.

**Foreclosure of
Contract due to
Abandonment
or Reduction in
Scope of Work**

If at any time after acceptance of the tender HBL shall decide to abandon or reduce the scope of the work for any reason whatsoever, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the contractor shall not have any claim for compensation by reasons of an alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE 14

If contractor:

**Carrying out
part works at
risk and cost
of contractor**

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing or 7 days in this respect from the Engineer-in-charge or\
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7days even after a notice in writing is given in that behalf by the Engineer-in-charge: or

Fails to complete the work(s) or items of work with individual dates of completions, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

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

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work / part incomplete work of any 6 item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by



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HBL because of action under the clause shall not exceed 10% of the tendered value of the work.

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

Any excess expenditure incurred or to be incurred by HBL in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15

**Suspension
of work**

The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a) On account of any default on the part of the contractor or ;
- b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
- c) For safety of works or part thereof.



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The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 30 days,

(xiii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within 15 days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the work as an omission or such part by HBL or where it affects whole of the works, as an abandonment of the works by HBL, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by HBL, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and /or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of three months.

Provided, further, that the contractor shall not be entitled to claim any compensation from HBL for the loss suffered by him on account of delay by HBL in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non allotment of such materials by controlling authorities, acts of God, acts of enemies of the State/Country or any reasonable cause beyond the control of HBL.



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CLAUSE 16

**Inspection and
supervision of
work**

All works under or in course of execution or executed in pursuance of the contract shall at all times be opened and accessible to the inspection and supervision of Engineer-in-Charge, his authorised subordinates in charge of the work and all the superior officers, Officer of the Quality Control Organisation of HBL, and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE 16 A

**Rectification
of defects**

If it shall appear to the Engineer-in-Charge or his authorised subordinates in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials or articles provided by him for the execution of work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so, within a period specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case, the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work out right without any payment and/or get it and other connected and incidental items rectified or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

**Contractor
liable for
damages,
defects during
maintenance
period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post which the work or any part is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the



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Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

**Contractor
to supply
Tools and
Plants etc.**

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

CLAUSE 19

**Labour
Laws to be
Complied
by the
Contractor**

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

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

CLAUSE 19 A

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



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CLAUSE 19 B

Payment of wages:

**Payment
of wages**

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the contractor's Labour Regulation or as per the provisions of the contract labour (Regulation and Abolition) Act 1970, and the contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the HBL / HBL from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the contract labour(Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - b) Under the provisions of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.



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- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, workmen's compensation Act, 1923, industrial disputes Act, 1947, Maternity benefits act, 1961, and the contractor's labour (Regulation and Abolition) Act, 1970, or the modifications their of or any other laws relating their to and the rules made their under from time to time.
- vi) The contractor shall indemnify and keep indemnified HBL against payments to be made under and for the observance of the Laws aforesaid and the contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the Workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

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

CLAUSE 19 D

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

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



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

CLAUSE 19 E

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

CLAUSE 19 F

DELETED

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulation and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulation and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the HBL a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting , filing such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the Engineer-in-Charge shall have power to give notice in writing



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to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

(i) The contractor(s) shall at his/their own cost provide his /their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications

on a suitable plot of land to be approved by the Engineer-in-Charge.

a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and floor area to be provided will be at the rate of 2.7 Sq.ms. (30 Sq.Ft.) for each member of the workers family staying with the labourers.

b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m X 1.50m(6'X5') adjacent to the hut for each family.

c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

CLAUSE 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconducts himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19 J

DELETED

CLAUSE 19K

DELETED.



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CLAUSE 20

Minimum wages Act to be Compiled with

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

CLAUSE 21

Work not to be sublet, Action in case of Insolvency

The contract as a whole or part thereof shall not be assigned or sublet or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner or given on general power of attorney without the written approval of the Engineer-in-Charge. If the contractor shall assign or sublet or give on general power of attorney or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner, his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of HBL in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contractor, or if the contractor shall obtain a contract with the HBL as a result of wrong tendering or by non bonafide methods, the Engineer-in-Charge on behalf of the HBL shall have powers to adopt any or all of the courses specified in Clause 3 hereof as he may deem best suited to the interest of HBL and in the event of any or all of these courses being adopted the consequences specified in the said Clause 3 shall ensue.


CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of HBL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in Firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

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CLAUSE 24

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

CLAUSE 25

Settlement of Disputes and Arbitration


If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the parties shall seek to resolve such a dispute or difference by mutual consultation within a period of 30 days from the date on which the party raising the dispute, first communicated the same in writing to the other party. The existing directions, classifications, measurements, drawings and certificates of the Employer shall be final and binding upon the contractor during the progress of the works and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason. In case the dispute is not settled by mutual consultation, then either party may refer the same to Arbitration by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the arbitrators so appointed shall appoint a third arbitrator who will act as presiding arbitrator. The reference to arbitrator shall specify the matters which are in question, dispute or difference and only such dispute or differences of which the demand has been made be referred to arbitration. Notwithstanding the reference to arbitration, the contractor shall continue to duly perform his obligations under the contract.

The Award of the Arbitral Tribunal shall be final, conclusive and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chennai. The fees of the arbitrators shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

CLAUSE 26

Contractor to Indemnify HBL against Patent Rights

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

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CLAUSE 27

Lumpsum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are stipulated

In case of any class of work for which there are no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case no such manufacturer's specifications is available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

Withholding and lien in respect of sum due from the Contractor

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the HBL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purposes aforesaid, the Engineer-in-Charge or HBL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the HBL shall be entitled to withhold and have a lien to retain such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or the HBL or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or HBL will be kept withheld or retained as such, by the Engineer-in-Charge, till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly



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notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-charge or the HBL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) HBL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for HBL to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the HBL to the contractor, without any interest thereon whatsoever.

Provided that the HBL shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-charge.

CLAUSE 29 A

**Lien in
respect
of claims
in other
contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the HBL or any other contracting person or persons or through Engineer-in-Charge against any claim of the Engineer-in-Charge of HBL or such other person or persons in respect of payment of a sum of money arising out or under any other contract made by the contractor with the Engineer-in-Charge or of the HBL or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the HBL will be kept withheld or retained as such by the Engineer-in-Charge or the HBL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.



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CLAUSE 30

**Water Supply
and Power
Supply**

The Contractor (s) shall make his/their own arrangements for water and power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-charge shall make alternative arrangements for water supply at the risk and cost of the contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.
- iii) The contractor shall make his own arrangement for temporary electric connection and shall make necessary payment for it direct to the concerned authority.

CLAUSE 31

**Departmental
power & water
supply, if
available**

DELETED

CLAUSE 32

**Alternate
water
arrangements**

DELETED

CLAUSE 33

**Return of
Surplus
Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of HBL either by issue from HBL stocks or purchase made under orders or permits or license issued by HBL, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose off them without the written permission of the HBL and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to HBL for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

**Hire of
Plant &
Machinery**

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work.



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CLAUSE 35

**Conditions
relating to use of
Asphaltic
Materials**

DELETED

CLAUSE 36

Contractors Superintendence, Supervision, Technical Staff & Employees

**Employment
of Technical
Staff and
employees**

- i) The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site within fifteen days of start of the work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the Principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent



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shall be actually available at site atleast two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work, during recording measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and purpose of this clause are fulfilled satisfactorily.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along-with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall also provide and employ on the site the required complement of technical assistants and foreman who are skilled and experienced in their respective fields for proper supervision of the work.

The contractor shall provide and employ skilled, semi skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the person so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

**Levy/ Taxes
Payable by
Contractor**


- i) GST or any other tax on materials in respect of this contract shall be payable by the contractor and HBL shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, Cess or the like becomes payable by the HBL and does not anytime



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become payable by the contractor to the HBL, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the HBL and it will have the right and be entitled to recover the amount paid in circumstances as aforesaid from dues of the contractor.

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CLAUSE 38

Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute, the last stipulated date for the receipt of tender including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer in Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the HBL and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of Contractor


DELETED

If relation working in HBL, then Contractor not allowed to tender

The company or firm or any other person shall not be permitted to tender for works in HBL Civil Zone in which his near relative (s) (directly recruited or on deputation in HBL) is/are posted in any capacity either non-executive or executive employee.

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ gazetted officer in the HBL or Ministry of Health and Family Welfare.

Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. The department will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned HBL Civil Zone. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors or this Department. If however the contractor is registered in any other Department he shall also be debarred from tendering in HBL for any breach of this condition.

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NOTE :- Near relative (s) for this purpose is/are defined as : –

- (i) Member of Hindu Undivided family (UHF).
- (ii) They are Husband and Wife.
- (iii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

CLAUSE 41

**No Gazetted Officer/
Engineer to work as
Contractor within one
year of Retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one years after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

**Compensation
during warlike
situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall, when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provisions of the agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge upto Rs.5000/- and by the CEO for a higher amount. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any materials etc. not on the



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site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE 43

**Apprentices
Act
provisions to
be complied
with**

DELETED

CLAUSE 44

**Release of
Security
Deposit
after labour
clearance**

DELETED

CLAUSE 46

Insurance

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the HBL and the contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the HBL and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the HBL and the contractor shall submit the insurance policies to the Engineer-In-Charge within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following:-

A. Contractor's All Risks Insurance

The contractor shall insure the work for a sum equivalent to the Contract value or such additional sums as specified and the interests of the HBL against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract

B. Workman Compensation & Employers Liability Insurance.

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The HBL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of



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any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the HBL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

C. Third Party Insurance.

The contractor shall be responsible for making good to the satisfaction of the Engineer-in-Charge any loss or any damage to all structures and properties belonging to the HBL or being executed or procured or being procured by the HBL or of the other agencies within the premises of all work of the HBL. If such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the HBL or any third party including overhead and underground cables and in the event of any damage resulting to the property of the HBL or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the HBL or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the HBL harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the HBL or to any person including any employee of HBL, or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the HBL, the insurer willfully indemnify HBL against such claims and any costs, charges and expenses in respect thereof.

- D. The contractor shall also at times indemnify the HBL against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- E. Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Engineer-in-Charge.

46.2 The Contractor shall prove to the Engineer-in-charge from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.



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46.3 The aforesaid insurance policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed for cancellation.

46.4 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case Engineer-in-charge may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Engineer-in-charge from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

SAFETY CODE

1.

- a) Helmets, gumboots, goggles and hand gloves should be provided to helpers working on the plant.
- b) Staff should not wear loose clothing.
- c) Check guards, canopies, etc, for their proper position and ensure that they are firmly fixed.
- d) The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be noticed and shall be subsequently verified by medical man appointed by the competent authority of HLL.
 - viii) HLL may require, when necessary, medical examinations of workers.
 - xi) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
- e) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places or work.
- f) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person



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responsible for compliance of the safety code shall be named therein by the representatives.

g) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Labour Officer or the Engineer-in-Charge or their representatives.

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY HLL BIOTECH LIMITED
OR ITS CONTRACTORS**

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of the HBL in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work, on any day during the period, during which the contract work is in progress.

3. FIRST-AID FACILITIES

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150-contract labour or part thereof ordinarily employed.
- ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment: -
- a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipment: -
1. 6 small sterilised dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilised burn dressings.
 5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine
 6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
 11. 1 Bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution
- b) For workplaces in which the number of contract labour exceeds 50- Each first-aid- box shall contain the following equipment.



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1. 12 small sterilised dressing.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15-gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing two percent alcoholic solution iodine.
 7. 1 (60-ml.) bottle containing salvolite latile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair of scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute/ Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.
- vi) A person in charge of the first-aid box shall be a person trained in First-Aid treatment, at the work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places, which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.
- 4. DRINKING WATER**
- i) In every work place, there shall be provided and maintained, at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.



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- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it or for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

- 6.** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

7. AMENDMENTS

HBL may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.



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CONTRACTOR'S LABOUR REGULATIONS

Labour Regulations will be applicable as per State and Central Laws.




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**PART-III
PRICE BID**

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1 COMMERCIAL CONDITIONS

1.0.1 The tendered rate shall inter alia be deemed to include for the provision of all materials, process, operation and special requirements detailed in the particular specification irrespective of whether these are mentioned in the description of equipment schedule and Bill of quantities or not. It is an express condition of the contract that the tendered rates for various items in the Bill of Quantities shall be deemed to include for the full, entire and final condition of the contractor respective items of the works in accordance with the provision of the contract.

1.0.2 The tendered rate shall include for all taxes, duties, etc. as applicable and shall be quoted on the works contract basis for **Execution of Epoxy flooring and False ceiling Works at Integrated vaccine complex at Chengalpattu.**

1.0.3 The tendered rate shall remain firm and free from variation due to rise in the cost of materials/equipment, labour or any other reasons whatsoever during the contract period and valid extension on the case may be.

1.0.4 The quantum of excise duty included in the tendered price, the rate at which they were assumed etc. shall be indicated in the tender.

1.1 UNIT RATES

1.11 Only approved work will be measured on completion and priced as per rates quoted against the respective items.

1.2 BRIEF DESCRIPTION OF PRICING

1.2.1. Unforeseen difficulties for which provision has not been made in the tender will in no way relieve the successful tenderer from the full execution of the work.

1.2.2 The price quoted shall be the final amount for this finished work.

1.3 INCOME TAX


Any payment to the contractor as per contract, will be made after deducting income tax as per the rules and regulations.

1.4 APPLICABLE TAXES

The tenderer shall clearly indicate applicable taxes in case of proprietorship, and other duties as applicable in his offer for carrying out this work.

1.6. SUBMISSION OF BILL

1.6.1. The contractor shall from time to time prepare and submit interim bills of the work executed and on completion of the contract, he shall prepare and submit the final bill. The measurements sheets in support of the interim and final bills shall be prepared by the contractor on the basis of actual measurements taken by him jointly with the engineer-in-charge and the said measurement sheets shall be submitted by him with the relevant bill.

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1.7. EXTRA ITEMS

The contractor is bound to carry out any items of work necessary for the completion of the job even though such items may not have been included in the schedule of probable quantities or rates, such items being necessary or essential for completing the job. Variation order in respect of such additional items and their quantities will be issued in writing by the employer.

- 1.7.1 All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of work and on completion including that of the sub-contractors and special tradesman and all materials condemned by the project engineer shall be cleared and removed from the site by the contractor without any extra charge.
- 1.7.2 All measuring steel taps, scaffolding, ladders instruments and tools that may be required for taking measurements shall be supplied by the contractor.

1.8. OVER TIME WORK

If the contractor is required to work night or on holidays in order to maintain the time schedule he shall take prior approval from the Engineer-in-charge. He should also provide and maintain at his own cost sufficient lights as may be necessary to enable the work to proceed satisfactorily during the night.

- 1.8.1. The contractor shall give full facilities to all other contractors working on site. He shall also arrange his programme of work so as not hinder the progress of other trades. The decision of the Engineer-in-charge on any point of dispute between the various parties shall be final and binding.
- 1.8.2. It is specifically pointed out that the contractor shall not be entitled to any compensation whatsoever on account of delay in procurement or supply of controlled materials and the rates quoted in the contract are fixed till the completion of the contract.
- 1.8.3. The contractor shall co-operate with other agencies appointed by the owners for the work to proceed smoothly with the least possible delay and to the satisfaction of the owners, architects and the consultants.

2 SPECIAL CONDITIONS


TECHNICAL SPECIFICATIONS OF MATERIALS

The work in general shall be carried out in conformity with the CPWD specifications for works 2009 Vol. I and Vol. II, along with correction slips issued up to the date of receipt of tender.

This volume provides only additional specifications and specifications for works which are not covered in CPWD specifications.

The following provides standards shall apply unless otherwise stated:

- The Relevant CPWD specifications for works.
- The standards set out in National Building Code of India 2005.
- The Relevant BIS Standards.
- Requirements of the local Water Supply Company, Electricity Supply Company/Department.

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- Materials shall be of the approved quality best obtainable. A list material of approved brand(s) and manufacturers(s) is indicated. Testing of materials of approved brand(s) may have to be done at the discretions of Employer. The cost to be borne by the Contractor.

In case, for some reason or other materials are required to be obtained from any manufacturer other than those listed, then prior approval from Employer will be necessary supported by a relevant test certificates qualifying the required standard. Further tests as directed by the Employer shall also be carried out by the Contractor at their own cost, if required.

- Samples of all materials including the sources shall be got approved before placing order and the approved sample shall be carefully preserved in an appropriate manner at the site office for verification from time to time.
- For standard bought out items, the sizes manufactured by the firms listed, shall prevail when there is discrepancy in the sizes mentioned in the schedule without any financial adjustment.
- Materials shall be tested in any approved Testing Laboratory conforming to the requirements and frequency indicted in the list of Mandatory test. The test certificate in original shall be submitted to the Employer and entire charges connected with testing including charges for repeated tests if ordered, shall be borne by the Contractor.
- It shall be obligatory for the Contractor to furnish certificates(s), if demanded by the Employer, from the manufacturer or the materials supplier that the work has been carried out by using their material and as per their recommendations.
- All materials supplied by the Employer / any other specialist firms shall be properly stored and the contractor shall be responsible for its safe custody until they are required on the works and till the completion of work.
- The Contractors without any extra cost shall provide all equipment and facilities for carrying out field tests on materials.
- Unless otherwise shown on the drawings or mentioned in the Schedule of quantities or special specifications, the quality of materials, workmanship, dimensions etc. shall be followed hereunder.

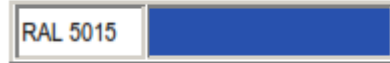
2.1. EXECUTION WORK

- 2.1.1. The whole of the work as described in the contract (including bills of materials, specification and all drawings pertaining thereto) and as advised by the Engineer-in-charge from time to time is to be carried out and completed in all parts to the entire satisfaction of the Employer. Any minor details of construction which are obviously and fairly intended, or which may not have been definitely referred to in this contract, but which are usual construction practice and essential to the work, shall be included in this contract.

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2.1.2 Epoxy Color combinations at IVC based on Room Classification

Grade D*



Grade C



Grade B*



CNC

If epoxy then the colour is:



2.2. CERTIFICATE OF COMPLETION


- 2.2.1 The contractor shall intimate to the Engineer-in-charge in writing as and when the works are completed and put into beneficial use in order to enable the consultants to check certify to the owners to take over the plants.
- 2.2.2 The work shall not be considered as completed and put into beneficial use until the consultants have certified in writing that the same has been completed and put into beneficial use.
- 2.2.3 **The defects liability period of one year shall commence from date of handing over or any specific date mentioned therein.**



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BILL OF QUANTITIES

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SL.NO	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT RATE(Rs.)	AMOUNT (Rs.)
1	Providing and laying 4mm epoxy screed over VDF and one coat of self levelling epoxy coating of 2mm, complete as per specification and as directed.(Make:FOSROC,SIKKA)	Sqm	5700.0		
2	Providing and laying solvent based primer, laying covered surface of 75x75mm wall to floor made of epoxy resin and hardener with silica filler, topped with solvent less epoxy with fine fillers, topped with 2 coats epoxy coating of 75 micron each, the merger point will be same as that of finishes.(Make:FOSROC,SIKKA)	RM	3900		
3	Finishing with Epoxy paint (two or more)at all location prepared and applied as per the manufacturers specifications including putty,appropriate priming coat preparation of surface, scaffolding etc complete on new work (Make:FOSROC,SIKKA)	Sqm	900.0		



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SL.NO	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT RATE(Rs.)	AMOUNT (Rs.)
4	<p>Providing and fixing tiled false ceiling of approved materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, equired cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of r size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge.GI Metal Ceiling Lay in plain Tegular edge Global white color tiles of size 595x595 mm, and 0.5 mm thick with 8 mm drop; made of G I sheet having galvanizing of 100 gms/sqm (both sides inclusive) and electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending.(Make:AEROLITE,ARMSTRONG)</p>	sqm	80.00		




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SL.NO	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT RATE(Rs.)	AMOUNT (Rs.)
5	<p>Providing and Fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture spintone/cosmos / Hexa or equivalent of size 595 x 595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanising @ 120 grams per sqm including both side) consisting of main 'T' runner suitably spaced at joints to get required length and of size 24x38 mm made from 0.33 mm thick (minimum) sheet, spaced 1200 mm centre to centre, and cross "T" of size 24x28 mm made out of 0.33 mm (Minimum) sheet, 1200 mm long spaced between main'T' at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross 'T' of length 600 mm and size 24 x28 mm made of 0.33 mm thick (Minimum) sheet to be inter locked at middle of the 1200x 600 mm panel to form grid of size 600x600 mm, resting on periphery walls /partitions on a Perimeter wall angle pre-coated steel of size(24x24X3000 mm made of 0.40 mm thick (minimum) sheet with the help of rawl plugs at 450 mm centre to centre with 25 mm long dry wall screws @ 230 mm interval and laying 15 mm thick densified edges calicum silicate ceiling tiles of approved texture (Spintone / Cosmos/hexa) in the grid , including, cutting/ making opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc., wherever required. Main 'T' runners to be suspended from ceiling using G.I. slotted cleats of size 25x35x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm G.I. adjustable rods with galvanised steel level clips of size 85 x 30 x 0.8 mm, spaced at 1200 mm centre to centre along main 'T' , bottom exposed with 24 mm of all T-sections shall be pre-painted with polyster baked paint, for all heights, as per specifications, drawings and as directed by engineer-in-charge.Note :- Only calcium silicate false ceiling area will be measured from wall to wall. No deduction shall be made for exposed frames/opening (cut outs) having area less than 0.30 sqm.The calcium silicate ceiling tile shall have NRC value of 0.50 (Minimum), light reflection > 85%, non - combustible as per B.S. 476 part IV, 100% humidity resistance and also having thermal conductivity <0.043 w/m 0 KC. (Make:AEROLITE,ARMSTRONG)</p>	Sqm	750.00		

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SL.NO	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT RATE(Rs.)	AMOUNT (Rs.)
6	Removing of damaged epoxy wall painting,putty including scraping,removing,cleaning ,scaffolding etc.	Sqm	200.00		
TOTAL AMOUNT Rs.					
Applicable Taxes.(Rs.)					
GRANT TOTAL IN FIGURES (Rs.)					
GRANT TOTAL IN WORDS (Rs.)					

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Annexure - II
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than _____ day of _____ 20____.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch