

**TENDER DOCUMENT FOR
ANNUAL CONTRACT FOR SECURITY SERVICES ON
OUTSOURCING BASIS**

DOCUMENT NO: HBL/ADMIN/SECURITY SERVICES/2016-17/01
Dated: 10.02.2017

**Location:
INTEGRATED VACCINE COMPLEX
AT
CHENGALPATTU
TAMIL NADU
INDIA**

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SECTION I
Notice Inviting Tender (NIT)
HLL BIOTECH LIMITED.

Tender Notice for Providing Security Services on Outsourcing Basis at IVC, Chengalpattu.

Tenders are invited from vendors for above said service:

Sl No.	Description	Schedule
1.	Tender Ref Number	HBL/ADMIN/SECURITY SERVICES/2016-17/01 Dated : 10.02.2017
2.	Pre Bid Meeting Date & Time	22.02.2017 @ 10:30 Hrs
3.	Pre Bid Meeting Venue	HLL BIOTECH LIMITED, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113.
4.	Closing date & time for receipt of Tender	07.03.2017 @ 14:00 Hrs
5.	Time and date of opening of Techno-Commercial Bids	07.03.2017 @ 14:30 Hrs
6.	Venue of Opening of Techno Commercial & Financial Bid	HLL BIOTECH LIMITED, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113
7.	Service to be Offered	Security Services on Outsourcing basis
8.	Duration of the Contract	One Year from the award of contract. However, the same may be further extended for one year or part thereof on same terms & conditions on mutually agreed basis.
9.	EMD to be deposited	Rs. 1,00,000/- (Rupees One Lakh Only)
10.	Tender Fee	Rs. 1,150/- (Rupees One Thousand One Hundred and Fifty Only)

Interested parties may visit www.lifecarehll.com / www.hllbiotech.com / <http://eprocure.gov.in/cppp> to download the Tender. Subsequent amendments/ addendum if any will be published in these websites, the parties are advised to visit the website regularly for updates. Tenders in sealed envelopes super scribing,

**“TENDER DOCUMENT FOR
PROVIDING SECURITY SERVICES ON OUTSOURCING BASIS
for Integrated Vaccine Complex, Chengalpattu”**

may be submitted to the address mentioned in Serial no. 6 of the table above.

GENERAL INSTRUCTIONS TO BIDDERS

1. The successful bidder will have to enter into a written Contract / Agreement with the Employer, the terms and conditions of which are enclosed herewith.
2. The tender should be signed in long hand, dated, duly stamped and witnessed at all places provided therein. Also all pages, corrections/alterations should be initialed/stamped.
3. Bidder must be careful to deliver a bonafide tender. Any tender which proposes any alterations to any of the conditions laid down which proposes any other conditions or any description whatsoever is liable to be rejected.
4. Intimation of tenders' quotation by a telegram/fax will not be considered.
5. Tenders must be accompanied by a certified true copy of the Power of Attorney in favour of the signatory to the tender which should interalia empower him/her to bind the firm to Arbitration Clause given in the Articles of Agreement and Contract conditions.
6. In case a blank tender is being submitted, it should be marked prominently '**BLANK**' on the envelope and signed by the authorized person.
7. In view of postal and other delays, the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late shall be liable for rejection.
8. Prices shall be written in ink and shall be entered both in figures and words. In case of discrepancy the figure quoted in words shall be taken as accurate. In case of any discrepancy in the unit and amount, the unit rate shall be taken as accurate.
9. Prices quoted by the bidder shall be firm and valid even if the contract is split in two or more parts among different bidders.
10. The contractor shall not engage the personnel below the age of 18 years. All the personnel deployed by the contractor shall be medically fit and their antecedent be verified prior to the deployment in the Hospital. Persons at higher risk should be vaccinated against Hepatitis 'B'

GENERAL INFORMATION

PROJECT LOCATION	HLL BIOTECH LIMITED INTEGRATED VACCINE COMPLEX, CHENGALPATTU
PROJECT TITLE	INTEGRATED VACCINE COMPLEX, CHENGALPATTU
CORPORATE OFFICE	HLL BIOTECH LIMITED, Ticel Biopark Campus (Module no. 013-015), CSIR Road, Taramani, Chennai- 600 113, Ph no. 044-22544949 Email: ramanr@hllbiotech.com
CLIMATE	Maximum Temperature: 39.4°C Minimum Temperature: 18.3°C
ACCESS TO SITE	By Road (Chennai to Chengalpattu GST Road). Nearest Railway Station is Chengalpattu Nearest airport is Chennai

INTRODUCTION

HLL BIOTECH LIMITED (HBL), a subsidiary of HLL Lifecare Limited, (a CPSU under Ministry of Health & Family Welfare, Government of India, is implementing "an Integrated Vaccine Complex (IVC) - a project of national importance' at Chengalpattu, near Chennai. The proposed complex is a state of the art facility with cGMP compliance for manufacturing vaccine required for the immunization programme of Government of India.

HLL BIOTECH LIMITED has associated with NNE Pharmaplan India Limited, hereinafter called as "NP" has been appointed as "Engineering Consultants". NNE Pharmaplan shall design and engineer this facility, incorporating the latest GMP Standards and best practices. This facility shall be built as per the latest International trends and upon completion, shall be in compliance with Indian FDA (Schedule M), WHO/GMP regulations.

The scope of work involved is detailed in the subsequent paragraphs and is precise to the extent possible.

SECTION – II TENDER FORM

Date _____

To _____

HLL BIOTECH LIMITED, Chennai

Ref. Your TE document no. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to _____ (Description of services) in conformity with your above referred document for the sum of _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to execute the work/service as mentioned above, in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 5% of the contract value for the due performance of the contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

PREAMBLE

Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2 Definitions:

- (i) "Employer" means the organization and / or its representatives (consultants) purchasing the services as incorporated in the Tender Enquiry document.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Contractor" means the individual or the firm providing services as incorporated in the contract.
- (iv) "Services" means services requested by the employer and other obligations of the Contractor covered under the contract.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) "Contract" means the written agreement entered into between the Employer and/or consignee and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (vii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (viii) "Day" means calendar day.
- (ix) "Employer" means HLL BIOTECH LIMITED, Chennai.

1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "BG" means Bank Guarantee
- (iv) "RT" means Re-Tender.
- (v) "HBL" means HLL BIOTECH LIMITED
- (vi) "IVC" means Integrated Vaccine Complex
- (vii) "GIT" means General Instructions to Tenderers

SECTION - III
BIDDERS PROFILE & CERTIFICATES

1.	Name of tendering company/Firm/Agency	
2.	Type of firm i.e. Proprietorship/partnership or Company registered under company Act 1956 (Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
3.	Name of proprietor/ Director of company/Firm/Agency	
4.	Full address of registered office with telephone no., Fax no. & Email	
5.	Full address of operating/branch office with telephone no, Fax no. & Email	
6.	PAN/GIR/TAN No. (Attach self-attested copy)	
7.	Service tax registration no.(Attach self-attested copy)	
8.	E.P.F. Registration no. (Attach self-attested copy)	
9.	E.S.I. Registration no. (Attach self-attested copy)	

10. Additional information, if any (Attach separate sheet, if required)

Signature of authorised person

Date:

Name:

Place:

Seal:

SECTION - IV

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY HBL/GOVT. DEPT

(To be executed on Rs. 20/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s has not been blacklisted or debarred in the past by HBL or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) / Director (s) of M/s hereby declare that the firm/company namely M/s Was blacklisted or debarred by HBL or any other Government Department from taking part in Government tenders for a period of years w.e.f. The period is over on And now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by HLL BIOTECH LIMITED and EMD/SD shall be forfeited.

In addition to the above HLL BIOTECH LIMITED will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Name & address of the firm

.....

Seal of the firm should be affixed.

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors.

SECTION - V

INSTRUCTIONS TO BIDDERS

1. COST OF BIDDING

Bidders shall bear all costs associated with the preparation and submission of the bid.

2. THE BID DOCUMENTS

The Bid Documents include:

- a. Notice Inviting Tender
- b. Bid Form
- c. Bidders Profile & certificates
- d. Instructions to Bidders
- e. General Conditions of Contract
- f. Scope of Work, Job Specifications & Schedule of Requirements
- g. Check list for Bidders
- h. Financial Bid Form
- i. Full page tender document duly signed and sealed

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

3. CLARIFICATION OF BID DOCUMENTS

- a. Bidders requiring any clarification on the Bid Documents shall notify HLL BIOTECH LIMITED, in writing or by FAX at the Officers mailing address indicated in the invitation of Bid.
- b. The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have down loaded Bid document from internet are to submit the bid document accordingly after taking into account all the clarifications issued.

4. AMENDMENT OF BID DOCUMENTS

- a. At any time prior to the date of submission of Bids, HLL BIOTECH LIMITED may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on them.
- b. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, HLL BIOTECH LIMITED may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web sites as and when it is made.
- c. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

5. BID FORM

The Bidder shall complete the Bid form (Section II), Bidders Profile with Certificates (Section III) and prices as per Financial Bid Form (Section IX), furnished in the Bid documents.

6. BID PRICES

Rates are to be quoted based on the Schedule of work for Security Guards & Supervisors on outsourcing basis.

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

- i. Bidder's Profile duly filled & signed as per Section III.
- ii. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of registration may be attached.
- iii. Bidder must have Service tax registration number issued by competent authority.
- iv. Bidder should have EPF and ESI registration, Service Tax Registration and License under Contract Labour Act with competent authority.
- v. Bidder must have PAN/TAN/GIR card.
- vi. Security Agency should have successfully carried out at least three security contracts during the last 3 years in large manufacturing units in Pharma / Biopharma / Biotech / Vaccine industries / Medical Institute / Hospitals in a Govt./Semi-Govt. / Central Autonomous bodies / PSU Companies.
- vii. Bidder should have previous year income tax return certificate i.e. F.Y. 2015-2016.
- viii. Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- ix. Self-Attested copy of Partnership Deed or affidavit in original regarding sole proprietorship in case of proprietorship firm/ Memorandum of Association / Articles as applicable.
- x. All the tender document pages should be stamped and signed.
- xi. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- xii. List of Clients.
- xiii. Customer's satisfaction proof.
- xiv. Balance Sheet & Profit & Loss Statement for last three financial years. (2013-14, 2014-15, 2015-16).

8. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- a. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of HLL BIOTECH LIMITED payable at Chennai as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. Interest shall NOT be payable on the Bid Security / Earnest Money deposit.
- c. The successful bidder's Bid Security/ EMD shall not be converted as part of Performance Security (Security Deposit) (or) in case Performance Bank Guarantee is furnished for the full amount towards Performance Security (5% of the value of contract), the Bid Security will be discharged upon the bidder's acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender.
- d. The Bid Security is required to protect the risk of bidder's conduct, which would warrant forfeiture of Bid Security.
- e. A Bid (Tender) not accompanied by the Bid Security shall be rejected by HLL BIOTECH LIMITED as being non responsive at the bid opening stage itself.
- f. Bid Security (EMD) will be forfeited and the acceptance of the tender will be re-considered or revoked or cancelled at the discretion of HLL BIOTECH LIMITED which will not amount to imposing of penalty:
 - (i) If the bidder withdraws his bid after the bids have been opened

(ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) within seven working days of being called upon to do so.

9. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of 120(One Hundred and Twenty) days from the date of opening of the tender. Tenderer shall not be entitled during this period of 120 days, without the consent in writing of HLL BIOTECH LIMITED to revoke or cancel his tender or to vary the tender submitted or in terms thereof. HLL BIOTECH LIMITED shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by HLL BIOTECH LIMITED in writing, the tenderer shall accede to such request for extension and communicate his acceptance to HLL BIOTECH LIMITED in writing.

10. SUBMISSION OF BIDS

The bid along with the necessary documents should be submitted to the corporate office of HLL BIOTECH LIMITED at Taramani.

Method of preparation of bid:

- FINANCIAL BID:** Rate for outsourcing of “Security Guards & Supervisors on Outsourcing basis” in HLL BIOTECH LIMITED, IVC, Chengalpattu should be quoted clearly in the financial bid (Section IX). In financial bid, the contractor is not required to quote the VDA rates. The minimum wage amount will be decided by the HLL BIOTECH LIMITED in reference to the letter issued by and subsequent amendments on the subject matter if any (for Central Government) for Security Services. The contractor needs to quote only the wages excluding the VDA rates and the service charge to be claimed by contractor. The lowest bidder is to be evaluated on the wages including the VDA rates and service charge only. The contractor will be required to pay at least minimum wages. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax will be reimbursed as per actual along with the monthly bill on producing the original receipts.
- Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- A declaration in the proforma given in Section IV (DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING), has to be submitted along with the Bid document.
- No person is permitted to bid for tender whose relative(s) is (are) working in HLL BIOTECH LIMITED.

11. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

12. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of bid.

13. BID OPENING

Bid opening shall be held as per the details mentioned in Section I: Notice Inviting Tender.

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the authorized authority will be notified.

The financial bid will be evaluated only for technically qualified bidders.

Note: - The tenderer shall quote the rate in English only, both in words and figures only in the manner as specified for every mentioned item separately. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

14. BID EVALUATION

Prior to the detailed evaluation of Technical and Financial bids, HLL BIOTECH LIMITED will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by HLL BIOTECH LIMITED and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However HLL BIOTECH LIMITED may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

Arithmetic discrepancy in the financial bid shall be rectified in the following manner. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected by the TERM Cell accordingly. If there is discrepancy between the words and figures, the amount in words shall prevail. The decision of HLL BIOTECH LIMITED is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

The lowest bidder is to be evaluated on the basis of total wages (including the applicable VDA) and contractor administration / supervision charges in a month.

The financial bid having Rupee zero, Nil, fraction of rupees as Contractor Administrative / Supervisory Charges may lead to the summarily rejection of the financial bid.

The Contractor Administrative / Supervisory Charges are to be quoted in whole multiple of Rupee and any deviation from the same may lead to summarily rejection of the bid.

In case of more than one successful bidder the tender may be split proportionately among the bidders. The decision of HLL BIOTECH LIMITED in this regard shall be final and binding.

The contractor shall mandatorily furnish proof of payment of all the legal entitlements to the workers besides wages on a monthly basis in the following formats.

Salary slip		
1	Payslip for the Month of	
2	Employee Name	
3	Employee Number	
4	Designation	
5	EPF Code & IP No	
6	ESI Number	
7	Weekly Off	
8	Net Due	
9	Total Days (Duties)	
10	Total No. of Days (Duties)	
11	P.F Employer Share	
12	P.F Employee Share	
13	ESI Employer Share	
14	ESI Employee Share	
15	Total Net Payable/Paid with	
16	Bank Account No	

15. REJECTION OF TENDERS

HLL BIOTECH LIMITED at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided there in.
- If the Bid Validity is less than the period prescribed (120 Days).
- If the tender is not duly signed, or not found proper or complete to the satisfaction of HLL BIOTECH LIMITED in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- If prices are not filled properly in the Financial Bid.
- Without assigning any reason thereof.

16. PLACEMENT OF ORDER

HLL BIOTECH LIMITED shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1.

17. RIGHT TO ACCEPT OR REJECT ANY BID

Tender will be accepted and Contract will be finalized only with those of the tenderer(s), who in the opinion of HLL BIOTECH LIMITED shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

HLL BIOTECH LIMITED reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. HLL BIOTECH LIMITED does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

18. LETTER OF INTENT (LOI)

HLL BIOTECH LIMITED will issue an LOI which constitute the intention of HLL BIOTECH LIMITED to enter into contract with the bidder.

The bidder shall within seven(07) days of issue of the LOI, give his acceptance along with performance Bank Guarantee and also submit the Contract Agreement form as per Section XVII duly completed in all aspects.

19. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement within 7 (Seven) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the format at Section XVII to the effect that the tenderer and HLL BIOTECH LIMITED are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

HLL BIOTECH LIMITED reserves the right to cancel the agreement executed without any compensation what so ever to the contractor any time before the award of the work. The action of HLL BIOTECH LIMITED under this Clause shall not construe the breach of contract.

20. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 18, 19 above shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event HLL BIOTECH LIMITED may award the contract to any other bidder at its discretion or call for new Tender.

21. Duration of Contract:

One Year from the date of award of contract. However, the same may be further extended for a period of one year/part thereof on same terms & conditions on mutually agreed basis depending upon the performance of the contractor.

22. METHOD OF SUBMISSION OF TENDER:

- A. The bidder compliance with minimum eligibility should submit the tender in a sealed envelope containing the following two envelopes:

Envelope (A) --- **Technical Bid**
Envelope (B) --- **Financial Bid**

B. Envelope (A): The bidders shall submit technical Envelope (A) to the following documents:-

- 1) Bid Security.
- 2) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- 3) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director/Partner/Proprietor.
- 4) Authorization of senior responsible officer of the company to transact business.
- 5) Annual turnover statement last for three years (2013-14, 2014-15 and 2015-16) Certified by the Auditor.
- 6) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- 7) Documentary evidence for meeting the eligibility Criteria.
- 8) Technical literature and other documents in support of the services.
- 9) Any deviations.
- 10) Copy of the price given in Envelope (B) but without prices.
- 11) Full Page tender document duly signed and sealed in all pages
- 12) Pre-bid MOM duly signed and sealed in all pages
- 13) PAN copy

C. Envelope (B): The bidders shall submit Price bid Envelope (B) containing the following:-

- 1) Duly filled in Financial Bid as per Section: IX

Please note that Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions or the price bid in bidders own format.

23. BIDDER SITE VISIT AT WORK PLACE:

Intending bidders shall visit the sites and shall get themselves thoroughly acquainted with the local site condition. It is suggested that they conduct a demographic study to identify the local utility areas (markets, locality, communication and transportation conditions, labour and materials availability), which will help the bidders to consider all such factors during the estimation for performing the contract. HBL holds no responsibility of arrangement of transportation /accommodation facilities for the bidders during their site visits except for giving permission in writing to access the premises at the stipulated time period. Every bidder is expected to fulfil this condition.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT

HLL BIOTECH LIMITED and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change. However minimum wages as mentioned in Section IX shall be applicable.

3. TAXES AND DUTIES

Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified HLL BIOTECH LIMITED from and against the same or any default by the Contractor in the payment thereof.

4. PRICE ESCALATION

HLL BIOTECH LIMITED shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However during the period of contract, as and when the minimum wages for Central Government rates are revised by the Chief labour commissioner, and then the rates payable for each category of manpower shall be revised to the new minimum wages. These revisions are applicable only in case when the approved rates are lower than the new revised minimum wages fixed from time to time by the authorities. This revised rates shall be applicable only from the month, the contractor submits the revised minimum wages letter from the authorities.

5. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to HLL BIOTECH LIMITED such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

6. QUALITY OF WORK

HLL BIOTECH LIMITED shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the HBL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. HLL BIOTECH LIMITED has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

7. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

8. INSURANCE

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen's compensation insurance as required by law and undertaken to indemnify and keep indemnified HLL BIOTECH LIMITED from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that HBL may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by HLL BIOTECH LIMITED of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which HLL BIOTECH LIMITED may require.

9. INDEMNITIES

The Contractor shall at all times hold HLL BIOTECH LIMITED harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against HBL, its officers, and officials and forthwith upon demand and without protest or demur to pay to HBL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which HBL may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse HBL or pay to HBL forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against HBL arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at HBL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting HBL.

Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, HBL shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with HBL. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to HBL on demand the balance remaining due.

10. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified HLL BIOTECH LIMITED shall have the power to terminate the contract without previous notice.

12. Contractor's heirs/representatives shall have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death after informing the same to HBL and obtaining their consent in due course. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to HLL BIOTECH LIMITED, in writing.

13. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, HLL BIOTECH LIMITED shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

14. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

15. HLL BIOTECH LIMITED reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to HBL in terms here of and for the due fulfilment of the contracted works.

16. The Contractor shall indemnify, and save harmless HBL from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that HBL may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.

17. If contractor without written approval of HBL, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, HBL shall have power to adopt any of the courses specified in clause- (46); clause-(47) as he may deem fit in the interest of HBL and in the event of any of these courses being adopted the consequences specified in the said clause- (46); clause- (47) shall ensue.

18. INFERIOR QUALITY OF WORK: -

For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 5% amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.

- 19.** The person deployed shall be required to report for work as per the contractor work timing mentioned in Clause 37. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
- 20.** If the work is not performed by any or all the manpower on any day in a month deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs 100/- per working day/ manpower shall be imposed.
- 21.** The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
- 22.** If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
- 23.** HLL BIOTECH LIMITED does not bind itself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
- 24.** Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
- 25.** HLL BIOTECH LIMITED will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, HLL BIOTECH LIMITED reserve the right's to forfeit Earnest Money /Security Deposit.
- 26.** Rate for outsourcing of "Security Guards and Supervisors on Outsourcing basis" in HLL BIOTECH LIMITED, IVC, Chengalpattu should be quoted clearly in the financial bid (Section IX) In financial bid, the contractor is not required to quote the VDA rates. The minimum wage amount will be decided by HLL BIOTECH LIMITED in reference to the letter issued by Chief Labour Commissioner and subsequent amendments on the subject matter if any (for Central Government) for Security Guards and Supervisors. The contractor needs to quote only the wages excluding the VDA rates and the service charge to be claimed by contractor. The lowest bidder is to be evaluated on the wages excluding the VDA rates and service charge only. There may be different lowest bidders for different categories.
- 27.** The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax will be reimbursed as per actual along with the monthly bill on producing the original receipts.
- 28.** The Security Guards and Supervisors engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on HBL. The contractor will intimate to the local police station regarding identity and permanent address of the persons employed. A copy of the acknowledgement received from local police station should be submitted to this office.
- 29.** Services shall be rendered on all calendar days and the shift timing shall be as per clause 37.
- 30.** The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
- 31.** It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

32. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. The Security Guards and Supervisors deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against HLL BIOTECH LIMITED.

33. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any Security Guards and Supervisors manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

34. The Security Guards and Supervisors deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

35. Where the Contractor is a partnership firm, the previous approval in writing of HLL BIOTECH LIMITED 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 work hereby undertaken by the Contractor.

36. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION Obtaining license before commencement of work:

The contractor shall obtain a valid labour license as per requirement under the contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

37. CONTRACTORS LABOUR REGULATIONS: Working hours

37.1. Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than ten and half hours on any day.

37.2. When manpower is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him by the contractor. HBL shall not be responsible for this overtime payment.

37.3. Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages(Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 Hours in the case of 5 days week).

37.4. Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.

Working Hours: (8 Security Guards + 1 Supervisor per shift & there will be three shifts)

Sl.No	Shifts	Timing
1	Shift A	7.00 AM to 3.00 PM
2	Shift B	3.00 PM to 11.00 PM
3	Shift C	11.00 PM to 8.00 AM

38. PAYMENT OF WAGES

38.1. The Contractor shall fix wage periods in respect of which wages shall be payable.

38.2. No wage period shall exceed one month.

38.3. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

38.4. Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

38.5. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

38.6. Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.

38.7. All wages shall be paid in current coin or currency or in both.

38.8. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.

38.9. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

38.10. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.

38.11. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.

38.12. The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

39. LABOUR RECORDS

- 39.1. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and same shall be submitted along with monthly bills to be submitted by contractor.
- 39.2. The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R & A) Rules.
- 39.3. The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.
- 39.4. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in HBL later on.
- 39.5. The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 39.6. The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.
- 39.7. The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

40. Inspection of Books and Slips.

The contractor shall allow inspection of all the prescribed labour records to any of his manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf for Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

41. INSURANCE:

Without limiting any of the other obligations or liabilities the contractor shall at his own expense takes and keep comprehensive insurance for manpower and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and under take to indemnify and keep indemnified HBL for and against all manner of claims an demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that HBL may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by HBL of the policies of insurance take within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which HBL may require.

- 1) The successful tenderer shall effect and maintain in force during the Term of the contract and during any extension of that Term:
 - (a) public and products liability insurance insuring it and its officers and employees against liability for:
 - (i) death of or injury to any person; or
 - (ii) loss of, destruction of or damage to property;
- 2) The successful tenderer shall comply with and observe the terms of the insurance policies it effects as required herein and must not do anything which could result in any such policy being avoided or unenforceable or which may entitle the insurer to limit or reduce the amount otherwise payable under the policy.
- 3) The successful tenderer shall, forthwith upon the written request from HBL, provide satisfactory proof that the insurances required as stated herein have been affected.
- 4) The provisions of this clause survive the expiration or earlier termination of this Agreement and do not modify or limit any indemnity provided under the contract.

42. COMPLIANCE WITH LAWS AND REGULATION

42.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or HBL, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By- laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

42.2. Any assignee to share any portion of the work to be performed here under may be assigned.

Assignee to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold HBL, harmless and indemnified from and against and all penalties ,actions ,suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub- contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

43. FORCE MAJEURE: -

43.1. If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of HBL as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

43.2. Provided also that if the contract is terminated under this clause, HBL shall be at liberty to take over from the contractor at a price to be fixed by HBL which shall be final, all un- used, un-damaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Employer may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of HBL elect to retain.

44. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

45. HLL BIOTECH LIMITED may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for 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 HLL BIOTECH LIMITED a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of HLL BIOTECH LIMITED (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor commits breach of any of the terms and conditions of this contract.
- iv) If contractor commits any act mentioned in clause- (39)
- v) If contractor commits any fraud with HBL, or any fraudulent motive is detected in his action.
- vi) If contractor demands undue charges not stipulated in this contract.

46. When the Contractor has made him liable for action under clause- (47), HLL BIOTECH LIMITED shall have powers:

- i) To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of HLL BIOTECH LIMITED shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of HBL.
 - To employ labour paid by HBL and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by HLL BIOTECH LIMITED shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of HLL BIOTECH LIMITED as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by HBL are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - After giving notice to the Contractor to measure up the work of the Contract and to take such part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of HLL BIOTECH LIMITED shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by HBL under this contract or on any other account whatsoever or from his security deposit as the case may be.

ii) In the event of any one or more of the courses of clause- (46) and/or clause (47) being adopted by HLL BIOTECH LIMITED 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 advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until HLL BIOTECH LIMITED has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

47. In any case in which any of the powers conferred upon HLL BIOTECH LIMITED by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise here of shall not constitute a waiver of any of the conditions here of 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.

48. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

48.1 HLL BIOTECH LIMITED may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

48.2 HLL BIOTECH LIMITED may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item (s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

48.3 If at any time after the commencement of the work HLL BIOTECH LIMITED shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, HLL BIOTECH LIMITED shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

49. PAYMENTS

49.1 The bills submitted by the Contractor should contain Bank A/c and IFSC code for electronic transfer of fund.

49.2. Income Tax and such other Taxes applicable from time to time will be deducted from the bill.

However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

49.3. The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after HLL BIOTECH LIMITED is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.

49.4. Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor by HBL in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, HBL shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.

49.5. The contractor shall not be justified in abandoning the contract because HBL has delayed making payment(s) in respect of other work being done for HBL by the Contractor.

49.6. The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by HLL BIOTECH LIMITED.

50. SECURITY DEPOSIT

50.1. Earnest Money deposited at the time of submission of the tender, will not be converted into Security Deposit on the acceptance of the tender.

50.2. The successful tenderer will have to deposit a Performance Security Deposit of 5% of the contract value (rounded off to next higher multiple of 10) at the time of signing of agreement within 15 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of HLL BIOTECH LIMITED Payable at Chennai.

50.3. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by HBL on the Security Deposit or on amounts payable to the Contractor under the contract.

50.4. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for HBL to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .

50.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

50.6. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due 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, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, they said balance in full shall be collected from the bills of the contractor.

50.7. If the contractor duly performs and completes the contracts in all respects, HBL shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that HBL may have incurred for making good any loss due to any action attributable to the contractor which HBL is entitled to recover from the contractor.

50.8. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from HLL BIOTECH LIMITED.

50.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of HBL.

51. DISPUTES AND ARBITRATION

- 51.1 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.
- 51.2 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.
- 51.3 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.
- 51.4 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.
- 51.5 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

52. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

53. Jurisdiction

The courts at Chennai, Tamil Nadu shall have exclusive jurisdiction for all disputes and difference arising out of this contract.

54. Other General Conditions:

1. Security agency shall verify character, antecedents of security personal before deployment in HBL Campus and shall furnish names of security guards with photographs, local address and permanent address for record by HBL and shall notify any change in their address.
2. Security Guards will not be changed by security agency so frequently until and unless so warranted and permitted by the Institute.
3. Security Guards shall be in position in full and proper uniform wearing identity cards, badges, etc.

4. Sub-letting of contract shall not be permitted.
5. HBL will not be responsible to provide any residential accommodation to security personal deployed by security agency.
6. If any of the Security Guards would be found involved in any kind of theft or sabotage or pilferage, the security agency shall be responsible for recovery of stolen articles and value thereof shall be deducted from the Bill. In addition, penalty of 10% of the bill shall also be recovered from security agency.
7. Security agency shall ensure compliance of all statutory laws and obligations under T. N/State Govt./Central Govt. enactments.
8. Each monthly bill shall be supported by an attendance sheet for service rendered by Security agency and shall produce documentary proofs of PF/ESI /Service Tax etc. deposited to Govt. in respect of security guards deployed at HBL. PF/ESI Number shall be provided by security agency to HBL.
9. Proper attendance register of all the supervisors/security for all shifts should be maintained.
10. Security agency shall disburse wages to its workers deployed in HBL Campus as per the prevalent minimum wages fixed by Central Govt./T.N.Govt. Whichever is higher and in the presence of a designated representative of HBL.
11. The agency may require to coordinate/liase with local authorities such as T.N. Police/Traffic Police etc. in connection with the security services as per requirement of prevailing legislation in such matters as called for.
12. It is the responsibility of the Security Agency to maintain all the registers including statutory registers and security services such as Inward, Outward, Gate Pass, attendance of other service providers like Housekeeping, Landscaping etc. They should also monitor and maintain the records for Tanker and Drinking water suppliers. In case of any tampering or alterations of records found, the HBL management has reserves the right to deduct one day salary of the concerned SO.
13. The employees of the Contractor should possess sound health and be free from any disease, especially contagious and frequently recurring diseases and they should be in neat uniform while on duty.
14. The Contractor will, prior to the commencement of the operation of contract, make available to HBL the particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees, should be enclosed. The contractor shall not change the Guards / Supervisors, etc., frequently without the prior consent of HBL.
15. No child laborers shall be permitted by HBL under this contract. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable risk insurance benefits under labor laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel / labor, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against HBL, the Contractor shall be required to reimburse to HBL any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. HBL shall also have the right to deduct these amounts from the payment due to the Contractor while settling the payments.
16. HBL shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify HBL in case of any damage or liability, which may arise on account of action of contractor.
17. Guards should be able to Speak, read and write in Tamil / English / Hindi.
18. Guards deployed should be between the ages of 20 years to 45 years.
19. Guards should be medically fit for watch and guard duties.

SECTION-VII

Scope of Service, Duties and Responsibilities

A. Scope of Service :

1. During continuance of the contract, security agency so appointed shall take over the responsibility for providing total security in the HBL Buildings, Gardens, Open Areas, Parking area, Machinery and Equipment including DG sets, EB substations, ETP, Gate office, time office, alarm system and all the movable & immovable properties of HBL.
2. The Service provider shall provide adequately trained and well-disciplined security guards
3. To ensure security of movable and immovable property of HBL against theft or damage.
4. They should take full responsibility on thefts and losses of properties and take immediate action to restore the articles or damages.
5. To check people on entry/exit from both the gates based on Identity cards system, issue of passes or other systems introduced by HBL, Chennai and maintains records of visitor's & vehicle's.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. Thorough checking of incoming and outgoing materials against proper Gate Pass duly signed by the authorized signatory.
8. To keep proper check and records of incoming and outgoing materials by maintaining a proper register.
9. To ensure that no hawker marketing persons or vendors are allowed inside the Campus without permission
10. To bring to notice any suspicious activity noticed during discharge of duties by security guards.
11. The security personnel shall be duly trained in Fire Safety Operations and should have the knowledge of operation of various firefighting equipment installed by HBL at various locations in the premises. A mock drill may be organized every fort night in the premises to ensure alertness and safety.
12. To respond to phones/calls during night or during day, before and after office hours on emergency basis. A record of such phone calls received shall be maintained by them.
13. To manage keys of doors inside HBL building/office vehicles etc. and issue to the authorized and designated Officers/persons only. Maintenance of the duplicate keys of all locks including that of all room of canteen and other places in a sealed Box for use in exigencies / emergencies. The

contractors should handover all the keys to the HBL management after the expiry of the contract. In case of any loss, mishandling, etc., and the cost of the same would be recovered from their bills or security deposit.

14. To switch off and switch on electrical switches, closing of water taps etc., after the office hours in co-ordination with House Keeping and Electrical Maintenance Staff.
15. To convey message whenever received to the concerned officials and to receive urgent mails / telegrams during odd hours.
16. To arrange and control the traffic at both the gates and ensure that no vehicles including autos are parked opposite the gates and that proper parking of the vehicles is made in the parking places. Necessary permission is required from City Traffic Police shall be obtained by the Security Contractors for this purpose.
17. To maintain records of arrival and departure of staff and other vehicles.
18. The Agency shall keep the HR & Admin department informed of all the matters of security and cooperate in the investigation of any incident relating to security.
19. Bidder should provide all the personal protective equipment such as uniforms, helmets, caps, shoes, whistle, torch light, search light, rain coats, umbrella, winter protective clothes etc. required to perform the job/duty.

B. Duties & Responsibilities :

Duties of Security Supervisor

20. Be punctual and take over the duty charges with proper handing over/ taking over.
21. Perform the duties with high degree of honesty and sincerity.
22. Be firm and polite, while dealing with employee's visitors/attenders and vendors.
23. Do not leave the post, unless properly relieved.
24. Do not read newspapers or magazines, while on duty.
25. Do not operate the system available in the reception.
26. He will attend all visitors/attender and guide them to the concerned in a professional manner.
27. He will ensure that all discussion rooms / cabins are kept locked after office.
28. He will maintain all the register kept at his facility.
29. He will issue the all kind of badge temp badges after verified thoroughly.
30. Any suspicious personnel movement / emergency inform to the Hospital Head immediately.
31. He will frequently, check the doors for proper locking.
32. Maintain occurrence register and enter all observations / incidents.
33. Be responsible for all types of activities in this area and their presence should give a measure of confidence to all security personnel that everything is under control and complete area is under surveillance.

Duties of Security Guard

1. Be punctual and take over the duty charges with proper handing over / taking over.
2. Perform the duties with high degree of honesty and sincerity.
3. Be firm and polite, while dealing with employees and visitors.
4. Do not leave the post, unless properly relieved.
5. Do not read newspapers or magazines, while on duty
6. Assist employees in case of any emergency
7. He will patrol inside the floors/wards once in every two hours and submit round report to duty Supervisor.
8. He will ensure all personnel moving inside the Hospital displays their ID badge
9. He will ensure all material moves with proper documents.
10. He will be the relieving guard for all.
11. He will be utilized as escort for important visitors
12. He will be in touch with control room through Mobile phone.
13. Any suspicious personal movement / emergency noticed, inform control room immediately.
14. Maintain the occurrence register & record the incidents.
15. Be responsible for all types of activities in this area and their presence should give a measure of confidence to all security personnel that everything is under control and complete area is under surveillance.
16. Maintain occurrence/handing over/taking over register.

SECTION-VIII
CHECK LIST FOR BIDDERS

Sl. No.	Documents	Yes/No or N/A
1	Cost of Tender documents. DD No: Amount: Date:	
2	EMD DD No: Amount: Date:	
3	Whether all the pages are stamped and signed & properly tagged with all documents?	
4	Whether Bid form is filled up? (Section-II)	
5	Whether Bidder's profile is filled up? (Section-III)	
6	Whether self-attested copy of registration of the firm (for partnership firm or Pvt. Ltd./ Pub. Ltd. company) is attached?	
7	Attach Notarized Affidavit towards sole proprietorship of firm/ Self Attested Partnership deed or Incorporation certificate of Company/Article of Association /Memorandum of Association as applicable)	
8	Self-attested copy of latest Income Tax Return. (F.Y. 2013-14, 2014-15,2015-16)	
9	Self-attested copy of PAN Card.	
10	Self-attested copy of Service Tax Certificate.	
11	Self-attested copy of EPF Certificate.	
12	Self-attested copy of ESI certificate.	
13	Self-attested copy of Experience Certificate (Minimum one year in part or full during last three years in providing Security services).	
16	Declaration about Blacklisted/Non-Blacklisted company Rs. 10/- stamp paper & notarized.	
17	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	

SECTION-IX
FINANCIAL BID

To
The Chief Executive Officer
HLL BIOTECH LIMITED
Chennai - 600042

Subject: OUR FINANCIAL BID FOR PROVIDING SECURITY SERVICES ON OUTSOURCING BASIS.

Reference: HBL/ADMIN/SECURITY SERVICES/2016-17/01
Dated: 10.02.2017

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, we the undersigned offer to provide the services to HLL BIOTECH LIMITED, IVC, Chengalpattu for outsourcing of the-

1. Skilled Security Supervisors
2. Semi-Skilled Security Guards(Male & Female)

Name of tendering Company / Firm / Agency:
Details of Earnest Money Deposit: Rs.
D.D. / P.O. detail: (No., Date & Drawn on Bank):
Date
Signature & Seal of the bidder
Note:

A) Security Guards & Supervisors on Outsourcing Basis											
Location: HLL BIOTECH LIMITED, IVC, Chengalpattu.											
Rates per person per month (8 hrs per day)											
All Values in Rs.											
S.No	Designation	No of Persons Required /Day A	Wages per person including Variable Dearness Allowance (VDA) and it should not be less than the amount decided by Chief Labour Commissioner(C) w.e.f 01.04.2016	ESI	PF	Service Charges	Any Other Charges/Duties/Tax/Statutory Charges	Service Tax	Total Per Person/Month B	Total per Month C = A*B	Total per Year D = 12*C
	Security Guards - Male	23									-
	Security Supervisor - Male	3									-

Security Guards - Female	1									
Total per year in Figures										
Total per year in Words										

The contractor will be required to pay at least minimum wages. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax will be reimbursed as per actual along with the monthly bill on producing the original receipts.

Certificate:

1. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
2. Certified that I agree to all the terms and conditions of the tender document.
3. The rates quoted are escalation free and will remain fixed for the entire period of the contract.

Date

Signature & Seal of the bidder _____

Place:

Name:

SECTION: X

GENERAL INSTRUCTIONS TO TENDERERS

1. Tender currencies

- The tenderer shall quote only in Indian Rupees.
- Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

2. Tender Prices

- The Tenderer shall indicate on the Price Schedule provided under Section IX all the specified components of prices shown therein including the unit prices and total tender prices of the services proposes against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- The price of the schedule complete in all respect will be evaluated and the L1 party will be identified schedule wise.

3. Firm Price

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

4. Alternative Tenders

Alternative Tenders are not permitted.

5. Tender Validity

If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of **120 days (One hundred and twenty days)** from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the tenderers may be requested by the Employer to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Employer, the tender validity shall automatically be extended up to the next working day.

6. Minor Infirmary /Irregularity/Non-Conformity

If during the preliminary examination, the Employer find any minor informality and/or irregularity and/or non-conformity in a tender, the Employer may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Employer will convey its observation on such 'minor' issues to the tenderer, asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

7. Discrepancies in Prices

- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Employer feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected accordingly; and
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause above.
- If, as per the judgement of the Employer, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Employer, the tender is liable to be ignored.

8. Discrepancy between original and copies of Tender

In case, any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the Employer will convey its observation suitably to the tenderer by register/speed post and, if the tenderer does not accept the Employer's observation, that tender will be liable to be ignored.

9. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section XI, will be treated as non - responsive and will not be considered further.

10. AWARD OF CONTRACT

10.1 Employer's Right to accept any tender and to reject any or all tenders

The Employer reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

10.2 Variation of Quantities at the Time of Award/ Currency of Contract

At the time of awarding the contract, the Employer reserves the right to increase or decrease by up to fifty (50) per cent, the quantity of services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

If the quantity has not been increased at the time of the awarding the contract, the Employer reserves the right to increase by up to fifty (50) per cent, the quantity of services mentioned in the contract

(rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

10.3 Notification of Award

Before expiry of the tender validity period, the Employer will notify the successful tenderer(s) in writing, by registered / speed post/ courier or by fax/telex/cable (to be confirmed by registered / speed post/courier) that its tender for services, which have been selected by the Employer, has been accepted, also briefly indicating therein the essential details of the services and corresponding prices accepted. The successful tenderer must furnish to the Employer the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 50 under Section VI.

The Notification of Award shall constitute the conclusion of the Contract.

10.4 Issue of Contract

Promptly after notification of award, the Employer will mail the contract agreement (as per Section XVII) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post/courier.

Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Employer by registered / speed post/courier.

11 Non-receipt of Performance Security and Contract by the Employer

Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GCC clauses 50 and 19 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Employer against it as per the clause 23 of GIT.

12 Return of E M D

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of Clause 8 of Section V.

13 Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Tenderers/Contractors etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer: -

a) defines, for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

- iii) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- iv) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Employer if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

14 Integrity Pact (IP)

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given below:

14.1 The Public Authority commits that:

- No official will demand or accept any illicit gratification to give any of the parties an advantage at any stage of the project.
- All necessary and appropriate technical, legal and administrative information related to the contract will be made public
- None of the officials will make available confidential information to a bidder/contractor to give unfair advantage in the contract
- Declaration by all concerned officials any conflict of interest and disclosure of own and family assets
- Officials will report to appropriate government authority about any breach/attempt to breach a commitment.

14.2 The Bidder commits that:

- they will not offer any illicit gratification to obtain unfair advantage
- they will not collude with other parties to impair transparency and fairness
- they will not accept any advantage in exchange for unprofessional behaviour
- will disclose all payments made to agents and intermediaries
- it will demonstrate existence of organization-wide code of conduct forbidding unethical practices

15 Penalties:

For failure to implement IP officials will be subject to penal action and bidders will face cancellation of contract, forfeiture of bond, liquidated damages and blacklisting. Action will not require criminal conviction but be based on “no-contest” after the evidence is made available or there can be no material doubts. Disputes in IP implementation would be resolved by arbitration detailed in IP.

Integrity Pact has to be signed and submitted by the Tenderer along with the filled up Tenders, failing which the Tender is liable to be rejected. Integrity Pact is enclosed in Section-XXI

16. Paying Authority:

The payment for the service provided by the contractor and any other payment mentioned in the tender enquiry will be made by “HLL BIOTECH LIMITED”.

17. Performance Security

Within Fifteen **(15) days** from date of the issue of notification of award by the Employer, the Contractor, shall furnish performance security to the Employer for an amount equal to **five percent (5%)** of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the Contractor, including the warranty obligations, initially valid for a period of **minimum 15 months** from the date of Notification of Award.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

- a) It shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India or in the case of a foreign tenderer, the same shall be routed through a Nationalised Indian Bank, in the prescribed form as provided in section XIV of this document in favour of the Employer. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

In the event of any amendment issued to the contract, the Contractor shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

18. Assignment

The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Employer's prior written permission.

19. Sub Contracts

The Contractor shall notify the Employer in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Contractor from any of its liability or obligation under the terms and conditions of the contract.

20. Modification of contract

If necessary, the Employer may, by a written order given to the Contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.

In the event of any such modification/alteration causing increase or decrease in the cost of services to be provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Contractor doesn't agree to the adjustment made by the Employer, the Contractor shall convey its views to the Employer within twenty-one days from the date of the Contractor's receipt of the Employer's/Consignee's amendment / modification of the contract.

21. Prices

Prices to be charged by the Contractor for services in terms of the contract shall not vary from the corresponding prices quoted by the Contractor in its tender.

22. Terms and Mode of Payment

Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

100% payment shall be made in Indian Rupees within 15 days from the date of submission of original invoice duly certified by HBL representative.

Date of Commencement of Work	a) 07th day from the date of issuance of LOI, the contract agreement has to be signed. b) 07th day from the date of contract signed the complete manpower and equipment to be deployed at HBL IVC, Chengalpattu. c) Hence, on 15th day from the date of issuance of LOI, the contractor has to start the work.
Period of Contract:	The tenure of the contract is One (1) year from the date of signing the contract. Within the 1 year period, the contract for the second year will be renewed based on the satisfactory performance of the first year. Renewal of the contract is the sole discretion of HLL BIOTECH LIMITED.
Payment of Invoices	Monthly Payment: The invoices shall be submitted to “The Deputy Vice-President – HR, Admin & PR” of HLL BIOTECH LIMITED by 1st week of every month, and the same shall be cleared within 15 days, after submission of all the documentary proofs and certified by HBL representative.
Price Escalation	The prices shall remain firm and shall not be subject to variation for any reason whatsoever unless there is any revision in statutory norms.
Service Tax	May be applicable as per Government regulations changing from time to time, but should be covered in the monthly invoice.

23. Delay in the Contractor’s performance

The Contractor shall perform the services under the contract within the time schedule specified by the Employer in the List of Requirements and as incorporated in the contract.

Any unexcused delay by the Contractor in maintaining its contractual obligations towards performance of services shall render the Contractor liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

If at any time during the currency of the contract, the Contractor encounters conditions hindering performance of services, the Contractor shall promptly inform the Employer in writing about the same and its likely duration and make a request to the Employer for extension of the delivery schedule accordingly. On receiving the Contractor’s communication, the Employer shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without

liquidated damages for completion of Contractor's contractual obligations by issuing an amendment to the contract.

When the period of delivery is extended due to unexcused delay by the Contractor, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- i. The Employer shall recover from the Contractor, under the provisions of the clause 24 of the General Instructions to Tenderers, liquidated damages on the services, which the Contractor has failed time stipulated in the contract.
- ii. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the services specified in the contract.
- iii. But nevertheless, the Employer shall be entitled to the benefit of any decrease in price on account of reduction in Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

24. Penalty

If the Contractor repeatedly fails to deliver the services within the time frame(s) incorporated in the contract, the Employer shall, without prejudice to other rights and remedies available to the Employer under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to **0.5% (Zero point Five percent) per week of delay or part thereof on delayed services or performance subject to a maximum of 5% (Five percent) of the contract value.** Once the maximum is reached Employer may consider termination of the contract as per GIT 23 & GCC 48.

The detailed penalty shall be as below:

S.N	Description	Minimum Numbers required(Mandatory)	Penalty charges per week in case of non-availability of equipment/tools (in Rs.)
1	Search light during night (with the range of 100 mts for night surveillance)	With all gate keeping staff	200/-
2	Rain coats during rainy season	For all gatekeeping staff	100/-
3	Umbrellas	For all gatekeeping staff	50/-
4	Walkie Talkie	For all Security Staff	200/-
5	Hand held torch	For all Security Staff	50/-
6	Shirt & Trousers, Cap Shoes, Belt, Name Tag, each Security Staff posted.	For all Security Staff	200/- (per day/ perguard)

7	Woolen jacket (for winter season)	For all Security Staff	200/- (per day/ perguard)
8	Battens or Rules	For all Security Staff	50/-
9	Whistles	For all security guards	10/-
10	If the required workers are less than the minimum required.	For all Security Staff	@ Rs. 200/- per worker /day
11	Staff not in Uniform/ without I-Card.	For all Security Staff	@ Rs. 200/- per worker /day
12	Misbehaviour of security staff.	For all Security Staff	@ Rs. 500/- per incident
13	Recurring of irregularities given at Sr.No. 1 to 13	For all Security Staff	Double the penalties amount mentioned in Sr. No. 11 to 13
14	Theft or sabotage or pilferage by security guard/agency	For all Security Staff	Recovery of stolen articles and deduction of 10% of the monthly bill

Note : In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, Tender Inviting Authority/ designated Nodal Officer has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

25. Termination for default

The Employer, without prejudice to any other contractual rights and remedies available to it (the Employer), may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Employee pursuant to GIT Clauses 23.

In the event of the Employer terminates the contract in whole or in part, pursuant to GCC Clause 48 above, the Employer may perform the services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Employer for the extra expenditure, if any, incurred by the Employer for arranging such procurement.

Unless otherwise instructed by the Employer, the Contractor shall continue to perform the contract to the extent not terminated.

26. Termination for insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Employer reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Employer.

27. Force Majeure

Notwithstanding the provisions contained in GIT Clauses 24, 25 and 26, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Employer is unable to fulfil its contractual commitment and responsibility, the Employer will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

28. Termination for convenience

The Employer reserves the right to terminate the contract, in whole or in part for its (Employer's/Consignee's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Employer. The notice shall also indicate interalia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

The services that are complete and ready in terms of the contract within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the Employer following the contract terms, conditions and prices. For the remaining services, the Employer may decide:

To get any portion of the balance completed scope within the contract terms, conditions and prices; and to cancel the remaining portion of the services and compensate the Contractor by paying an agreed amount for the cost incurred by the Contractor towards the remaining portion of the services.

29. Governing language

The contract shall be written in English language following the provision as contained in Section – V Clause 13. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

30. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

31. Resolution of disputes

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.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

32. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

33. Jurisdiction

The courts at Chennai, Tamil Nadu shall have exclusive jurisdiction for all disputes and difference arising out of this contract.

34. General/ Miscellaneous Clauses

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/its Indian Agent/Service Provider on the one side and the Employer on the other side, a relationship of master and servant or principal and agent.

Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Contractor shall notify the Employer /the Government of India of any material change would impact on performance of its obligations under this Contract.

Each member/constituent of the Contractor/its Indian Agent/Service Provider shall be **jointly and severally liable** to and responsible for all obligations towards the Employer/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

35. Indemnities

The Contractor/its Agent/Service Provider shall, at all times, indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.

All claims regarding indemnity shall survive the termination or expiry of the contract.

36. Failure to Arrange Committed Manpower /Machinery

The Contractor shall submit Security Guards and Supervisors proposed to be deployed to carry out the work within the stipulated time. Such committed Security Guards and Supervisors shall be considered as minimum requirement and failure to maintain the same at site shall be treated as deemed unfit. In such cases, the Employer reserves the right to terminate the contract as per GCC clause 24.

37. Labour at Site

Employer will not allow any temporary or permanent hutments or colonies at the Work Site. The Contractor will have to make his own arrangement for such labour camp(s) away from site at his own cost.

38. Other Contracts / Concurrent Works

Employer reserves the right to let other Contractors work in the same area in connection with his work under similar Agreement. The Contractor shall afford other Contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of Contractor's or sub- Contractor's work depends for proper execution or results upon the work of any other Contractor or Sub- Contractor, the Contractor shall inspect and promptly report to Employer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work.

39. Safety Precautions at Work

The Contractor shall make all necessary arrangements for safety of personnel working at site and ensure that all safety precautions in line with established industry practices are taken and Guide Lines issued by Statutory Authorities are complied with.

40. Protection and Cleaning

The Contractor shall protect and preserve the work from all damage or accident providing any temporary roof, window and door coverings, boxing or other construction as required by the Employer. This protection shall be provided for all property adjacent to the site as well as on the site. The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the Contractor shall ensure that the premises and / or site are cleaned, surplus materials debris, sheds etc. removed, areas under floors cleared of rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labelled and handed over to the In Charge of Works so that the whole is left fit for immediate occupation or use and to the satisfaction of the Employer.

41. Protection of Wild Life

The Contractor shall ensure the safety of wild life animals in and around the site and ensure that all Statutory Regulations are complied with. He shall indemnify Employer against violation of Wild Life Protection Act or any such Government Regulations.

42. Validity of Offer/Rates/Prices

The Offer remains valid for a period of **120 days** from the date of opening of tender.

After placement of Order all the rates/prices quoted by Contractor shall remain valid till completion of the contract period issued by Employer.

The unit rates / prices quoted by the Contractor in the offer shall be firm irrespective of variation in any quantity of individual items and/or in the total contract price.

Prices and unit rates shall be valid even if the contract is split.

Prices and unit rates of any or each item shall be valid irrespective of whether the item to be executed is located at any height/depth, any floor, inside or outside the building unless otherwise specifically mentioned.

Necessary deductions towards the Employee's State Insurance as per the Act will be made in the Contractor's bills if necessary. The Contractor shall provide the proof of ESI payments and its adherence. The Contractor should maintain all records of labour payments (including sub-Contractors) and product as and when required by the Employer or ESI Authorities for assessment and recovery. In case any additional amount is demanded from the Employer by the authorities on any account, the Employer shall have the right to recover the same from the Contractor.

43. Confidentiality

The Contractor shall not reveal the scope of supply/rates/quantities/facilities appearing in the order to anybody without the knowledge of Employer. Violation of this Clause will be treated as breach of Contract, in which case Employer will reserve the right to take necessary punitive action against the Contractor.

44. Escalation

The rates of Contractor shall remain fixed till the completion and NO price variation on account of any increase in taxes, duties or any other reason, whatsoever, shall be payable. It is clarified that No escalation clause is applicable for this contract.

45. Contractor's Inability to Provide the Service

In case of Contractor fails to supply any item of material / services covered under contract then Employer will be at liberty to procure the same from open market / engaging other parties to perform the required services at the risk & cost of the Contractor and recover the same from forthcoming running bill or Security Deposit/Bank Guarantee.

46. Ambiguities in terms & conditions/ quantities.

In case of any dispute or ambiguity in the interpretation of any condition contained both in the Agreement and the General Conditions of Contract the interpretation of the General Conditions of Contract shall prevail.

In case of interpretation of any item description in the schedule of quantities and the equivalent specifications, the item description given in the schedule of quantities shall prevail.

47. Changes in Constitution

Before any change is made in the constitution of the firm, the prior approval is to be obtained by the Contractor in writing of the Accepting Authority. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then the Accepting Authority reserves the right to cancel the contract, if the Accepting Authority is not satisfied that the legal representatives of the individual firm or the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract.

48. Under Payment / Over Payment

The Employer reserves the right to carry out past payments, audit and technical examinations of the trial bill including all supporting vouchers, abstracts, etc., If as a result of such audit and technical examination any over payment is discovered, it shall be recovered from any other sum due to the Contractor, which may be available with the Employer or he shall pay the claim on demand.

Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

In case of any conflict between the description of items in schedule of quantities and other tender documents, the decision of the Employer, in writing, shall be final binding and conclusive for the purpose of this contract. The Contractor in any case shall not delay or stop the work for the questions or disputes being referred to arbitration but shall proceed with work with all diligence until the decision of the arbitrator and shall abide by arbitrators decision..

- i. No other claim shall be entertained from the Contractor on the plea that the work has been executed in the above circumstances or under difficult conditions. It shall be the responsibility of the Contractor to enforce necessary discipline among his workers and staff to ensure smooth working at the site in a spirit of co-operation and amity with all other agencies. In case of any dispute, decision of Employer or Employer shall be final and binding to the Contractor.
- ii. The Contractor is made explicitly clear that the work is to be carried out in co-ordination with all other nominated Contractors/ agencies, which shall be engaged to execute other services of the project. The Contractor shall submit to the Employer's approval, immediately the following information in order to proceed with the work.
- iii. Details of the temporary work that the Contractor wants to carry out to fulfil his obligations *under the contract*.
- iv. A general layout of storage space for material for the execution of work within stipulated time period.
- v. Depending on the exigencies at the site the temporary offices, stores etc. may have to be moved or shifted and the Contractor shall do so, if so required by the Employer at no extra cost to the Employer.

- vi. Employer shall have full power to get any materials of work to be tested by an independent agency at Contractor's expense in order to prove the soundness and adequacy.
- vii. If any material / equipment are supplied by the Employer to the Contractor free of cost, the Contractor shall receive the same at site, handle with care and store them as directed by the Employer. The Contractor shall be responsible for the safe custody and shall insure all materials against theft and damage by fire. The Contractor shall maintain records of consumption on daily basis.
- viii. The Contractor shall ensure cleanliness and keep the site free from all debris, hazardous material, loose wires, open fires or any other materials and avoid damage due to accidents, negligence etc. All the above measures including fencing etc. required to be provided during the time period of the contract, shall be provided by the Contractor at no expense to the Employer. The provision of all these measures does not absolve the Contractor of his liabilities as per the contract.
- ix. It shall be the responsibility of the Contractor to ensure that his workmen do not trespass into areas and buildings adjacent to the construction site. The Contractor shall enforce proper discipline in this regard by making proper arrangements.
- x. To facilitate satisfactory completion of the work under this contract, and to co-ordinate work with other agencies working at the site, meetings will be held at the time and venue decided by the Employer. During these meetings progress of various works will be reviewed and those matters needing clarifications / decisions to expedite the work will be taken up.
- xi. During progress of the work, completed portion of the building may be occupied and put to use by the Employer. The Contractor shall however remain fully responsible for the maintenance of all the work till the entire work covered by the Contractor is satisfactory completed and handed over to the Employer.
- xii. Safe custody of all materials and products supplied by the Contractor shall be his own responsibility till the final taking over by the Employer. He should therefore employ sufficient staff for watch and ward at his own expenses.
- xiii. It shall be the sole responsibility of the Contractor to ensure all safety measures giving proper prior notices etc. and obtaining prior permission from concerned local authorities as per Bye-Laws or directions issued by them, all at his own cost. No claim of the Contractor in this regard shall be entertained.
- xiv. With the submission of the tender, the Contractors declares and agrees that all the labour and requisite materials required for the work are available for completion of the work within the period stipulated for completion of the work.
- xv. The Contractor has to meet all safety requirements as laid down by Employer at their own cost.

49. Statutory Variations:

A. However pursuant to the constitution (forty-sixth amendment) Act, 1982, if any further tax or levy is imposed by statute, after the last date of receipt of tenders, and the contracts thereupon

necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not in the opinion of the Engineer-in-charge (whose decision shall be final and binding) be attributable to delay in execution of work within the control of the contractor.

B. In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However beyond this period HBL will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

Section – XI

Qualification Criteria

- a) The min turnover of the bidder during last three FY 2013-14, 2014-15, 2015-16 should be INR 2 Crores. Balance Sheet, P&L Statement should be produced as documentary evidence.
- b) Net worth of the company shall be positive during last three financial years 2013-14, 2014-15, and 2015-16.
- c) Bidder should hold a valid license under contract Labour (Regulation& Abolition) Act, 1970, registered with EPFO, ESIC, having Service Tax registration.
- d) Security Agency should have successfully carried out at least three security contracts during the last 3 years in large manufacturing units in Pharma / Biopharma / Biotech / Vaccine industries / Medical Institute / Hospitals in a Govt. /Semi-Govt. / Central Autonomous bodies / PSU Companies. Service order/Contract Copy/Work Completion certificate from the client to be submitted as documentary evidence.
- e) It is the responsibility of Security Agency to get the verification done in respect of Security Guards from local Police station and a copy of such verification must be submitted in the office of HR & Admin as the case may be, before the commencement of contract.
- f) Out of total manpower, minimum 20% of security guards / supervisor should be an ex-servicemen / ex-policemen.
- g) Out of total manpower, minimum 80% of Security Guard / Supervisor should be a Civilian with 10th/12th pass having work experience in similar field.

PROFORMA:

SECTION (A). GENERAL INFORMATION:		
1	Name of Company	
2	Registration No.	
3	Number of Years in Operation	
4	Registered Address	
5	Operating Address	

6	Telephone No	
7	Telefax	
8	Email Address	
9	SERVICE TAX No.	
10	PAN No.	
11	TIN No.	

SECTION (B). FINANCE		
1	Name & Address of Banks and Branches used :	
1.1		
1.2		
1.3	Documentary evidence (duly signed & stamped) must be enclosed.	<input type="checkbox"/> Yes <input type="checkbox"/> no
2	What is your average annual invoiced sales value (based on past previous 5 year's records) for each of the type of equipment's under consideration.	
2.1	Year 1	_____ (Value in Lakhs)
	Year 2	_____ (Value in Lakhs)
	Year 3	_____ (Value in Lakhs)
	Year 4	_____ (Value in Lakhs)
	Year 5	_____ (Value in Lakhs)
2.2	Documentary evidence (duly signed & stamped) must be enclosed.	<input type="checkbox"/> Yes <input type="checkbox"/> no
3	Annual Turnover of the Firm/ company:	
3.1	2014 – 2015:	_____ (Value in Lakhs)

	2013 – 2014:	_____ (Value in Lakhs)
	2012 – 2013:	_____ (Value in Lakhs)
3.2	Documentary evidence (duly signed & stamped) must be enclosed.	<input type="checkbox"/> Yes <input type="checkbox"/> no
4	Bidders are to submit copy of valid current Income Tax Return submitted, Sales Tax Registration failing which their offer may be liable to be rejected.	<input type="checkbox"/> Yes <input type="checkbox"/> no

SECTION – XII

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 Employer’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 “Employer) in the sum of _____ for which payment will and truly to be made to the said Employer, 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 Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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

SECTION – XIII

BANK GUARANTEE FORM FOR ADVANCE BANK GUARANTEE

Ref.....

Date.....

Bank Guarantee No....

To

HLL Biotech Ltd.,
Module 013-015,
Ticel Biopark Campus,
CSIR Road, Taramani,
Chennai – 600 113.

Dear Sirs,

In consideration of HLL Biotech Ltd., hereinafter referred to as 'HBL', which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns, having awarded to M/s. _____ having its registered office at _____ hereinafter referred as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, Administrators, executors and assigns, a contract hereinafter referred to as the 'Order' for _____ referred to as the 'Supply and Services' on terms and conditions set out, inter-alia in the HBL's Order No. _____ dated _____ valued _____ at _____ (in words & figures) and as the HBL having agreed to make a payment against the above ORDER, to the Contractor amounting to Rs. _____ (in words & figures) as an advance against Bank Guarantee to be furnished by the Contractor, the said advance to be adjusted against the supply and services to be performed by the Contractor, we _____ hereinafter referred to as the 'Bank' which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns **having our office at _____ do hereby undertake to give the irrevocable and unconditional guarantee and** do hereby undertake to pay the HBL on first demand without any demur, **reservation, contest recourse and protest and without reference to the Contractor** any and all monies payable by the Contractor by reason of any breach by the said Contractor of any of the terms and conditions of the said order to the extent of Rs. _____ (in words & figures) till the said advance is adjusted as aforesaid at any time up to _____. We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the HBL on account of the said advance is adjusted/recovered in full as aforesaid or till the HBL discharges this guarantee.

The HBL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time vary the advance or to extend the time for performance of the supply and services by the Contractor. The Bank shall not be released from its liability under these presents by any exercise of the HBL of the liberty with reference to the matter aforesaid.

The HBL shall have the fullest liberty, **without reference to Contractor and** without affecting this guarantee to postpone **for any time or** from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any **power**, covenants contained or implied in the order between the HBL and the Contractor or any other course or remedy or security available to the HBL and the Bank shall not be released of its obligations under these presents by any exercise by the HBL of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the HBL or any other indulgence shown by the HBL or by any other

matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee.

The right of HBL to recover the outstanding sum of advance with applicable costs up to Rs. _____ from the bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by HBL on the Bank shall be conclusive and binding.

The Bank further undertakes not to revoke this guarantee during its currency without prior and written consent of the **HBL and further agrees that the guarantee contained shall continue to be enforceable till the HBL discharges this guarantee.**

The Bank also agrees that the HBL shall at its option is entitled to enforce this guarantee against the bank as principal debtors, in first instance, notwithstanding any other security or guarantee that **HBL** may have in relation to the Contractor's liabilities of the said advance.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to as Rs. _____ (in words & figures) and it will remain in force up to and including _____ (date of completion of supply and services) and shall be extended from time to time for such periods as may be advised by M/s..... on whose behalf this guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the purchase order and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until _____ day _____.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney / Resolution of Board of Directors dated.....granted to him by the Bank.

Dated.....this.....day of.....20

Signed by

Place:

(Person duly authorised by Bank)

Witness:

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

HLL Biotech Ltd.,
Module 013-015,
Ticel Biopark Campus,
CSIR Road, Taramani,
Chennai – 600 113.

1. In consideration of HLL BIOTECH LIMITED (hereinafter called “HBL”) having agreed under the terms and conditions of Order No..... dated..... made between (here in 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 the HBL and amount not exceeding Rs..... (Rupees..... only) on demand by HBL.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from 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).

3. 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 guarantee 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.

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

5. 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 of omission on that part of the 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.

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

7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of HBL in writing.

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

Dated the day of 20....

For

(Indicate the name of Bank)

.....

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

Section – XV

All Service shall be rendered at

INTEGRATED VACCINE COMPLEX

HLL BIOTECH LIMITED

SF No: 192 & 195

Thirumani Village

Chengalpattu - 603001

Tamil Nadu

India.

SECTION – XVI INTEGRITY AGREEMENT

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

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

BETWEEN

President of India represented through Chief Executive Officer, HLL BIOTECH LIMITED (Hereinafter referred as the “Principal/Owner”, 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 / owner 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 /Owner 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 /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - (a) No employee of the Principal/Owner, 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/owner 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 /Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

- 2) If the Principal/Owner 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/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor(including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she 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) /Contract(s) will not use improperly, (for the purpose of competition or personal gain).or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including 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 unclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder (s)/contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by

or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.

- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (Means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner 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 /Owner's absolute right:

- 1) If the Bidders) / 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/owner 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/owner 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 /Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, 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/Owner 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/owner has substantive suspicion in this regard, the Principal/owner 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 2 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/owner.
- 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/owner may, at its own discretion, revoke the exclusion prematurely.

Article 5- Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement /pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/owner 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

- 1) 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.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/pact, any action taken by the Owner/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 /Contract documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHERE OF 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/owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(Signature, Name & address)

2.

(Signature, Name & address)

Place:

Date:

SECTION – XVII **CONTRACT AGREEMENT**

This Agreement made at Chennai on xxxxxxxxxx between M/s. HLL BIOTECH LIMITED, a Company registered under the Companies Act, 1956 and having its corporate office at Tichel Bio-park Campus, Module # 013-015|CSIR Road, Taramani, Chennai -600 113 (hereinafter referred to us “**Company**” which expression shall unless repugnant to the context or meaning thereof mean and include its Successors and Assigns) of the One Part.

And

and M/s. XXXXXXX, a company registered under the Companies Act, 1956 and having its Registered office at xxxxxxxxxxxxxx and inter alia (hereinafter referred to as the “**Service Provider/Contractor**” which expression shall unless it be repugnant to the context or meaning thereof mean and include its Successors and Assigns) of the Other Part

WHEREAS:

- A. The parties expressly agree that this Agreement is entered between the parties for performance of the Services in accordance with the Agreement for HLL BIOTECH LIMITED’s unit, IVC at Chengalpattu.
- B. The Company had invited offers from various parties for Outsourcing Security Guards and Supervisors.
- C. The Service Provider/Contractor had submitted its offer for aforesaid services and has been selected and is willing to render the services as per the requirement of and as desired by Company.
- D. The parties hereto have agreed to reduce the terms and conditions of their agreement in writing in the manner hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereof for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to HLL BIOTECH LIMITED, IVC Chengalpattu. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS HLL BIOTECH LIMITED has agreed to award the contract of providing Security Guards and Supervisors in Integrated Vaccine Complex, located at Chengalpattu – 603001.

And WHEREAS the contractor has agreed to furnish to HLL BIOTECH LIMITED a Security deposit of Rs..... by way of Bank Guarantee.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and HLL BIOTECH LIMITED shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with Head – HR, Admin & PR of HLL BIOTECH LIMITED or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Head – HR, Admin & PR of HLL BIOTECH LIMITED for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Head – HR, Admin & PR of HLL BIOTECH LIMITED or the officer designated by the Head – HR, Admin & PR of HLL BIOTECH LIMITED in this respect from time to time.
3. That the Head – HR, Admin & PR of HLL BIOTECH LIMITED or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Head – HR, Admin & PR of HLL BIOTECH LIMITED. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Head – HR, Admin & PR, in case of any of the aforesaid acts on the part of the said person.
5. The number of Skilled and Semi-Skilled Security Guards and Supervisors will be purely need based. Therefore, the Number of Contractor's worker may increase or decrease as per requirement. Head – HR, Admin & PR of HLL BIOTECH LIMITED will be under no obligation to engage any specific number of contractor's worker during the period of contract.

B.CONTRACTOR'S OBLIGATIONS:

1. That the contractor shall provide Skilled and Semi-Skilled Security Guards and Supervisors to HLL BIOTECH LIMITED, Integrated Vaccine Complex, Chenagalpattu – 603001 as mentioned at **Annexure-A**
2. That the contractor shall submit detail of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the IVC Complex for the purpose of proper identification of the employees of contractor deployed at various points/sections/divisions along with police verification. He shall issue identity cards bearing their photographs /identification, etc. and such employees shall display their identity cards at the time of duty.
- 2A. That the performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the persons so deployed shall be exclusively for duties in HLL BIOTECH LIMITED IVC Complex.

4. That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep HLL BIOTECH LIMITED indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfil any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these HLL BIOTECH LIMITED shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
5. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at HLL BIOTECH LIMITED IVC Complex in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
6. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
7. That the contractor shall be required to maintain **permanent attendance register & muster roll** at the IVC Complex premises which shall be open for inspection and checking by the authorized officers of HLL BIOTECH LIMITED.
8. That the contractor shall make the payment of wages, etc. to persons so deployed in the presence of representative of HLL BIOTECH LIMITED and raise and bills by first week of next month and shall on demand furnish copies of wage register/muster roll, etc.
9. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.
10. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Head – HR, Admin & PR of HLL BIOTECH LIMITED a sum as may be claimed by HLL BIOTECH LIMITED.
11. That the contractor shall deploy his persons in such a way that they get weekly rest.

The working hour / leave, for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or

other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour.

C. HLL BIOTECH LIMITED OBLIGATIONS:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Service charges bonus & Service Tax each month. Payment shall be made within 15 days from the date of submission of bills and other supporting documents of the month on the basis of the bills rose by the contractor and duly certified by the officer designated by Head – HR, Admin & PR of HLL BIOTECH LIMITED in this regard.
2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (Govt. of India) from time to time shall be payable by HLL BIOTECH LIMITED to the contractor.
3. HLL BIOTECH LIMITED shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. The security deposit will be refunded, to the Contractor within two months of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. That the contractor shall keep HLL BIOTECH LIMITED indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case HLL BIOTECH LIMITED is made party and is supposed to contest the case, HLL BIOTECH LIMITED will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to HLL BIOTECH LIMITED on demand. Further, the contractor shall ensure that no financial or any other liability comes on HLL BIOTECH LIMITED in this respect of any nature whatsoever and shall keep of HLL BIOTECH LIMITED indemnified in this respect.
2. The contractor shall further keep HLL BIOTECH LIMITED indemnified against any loss to HLL BIOTECH LIMITED property and assets. HLL BIOTECH LIMITED shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES / LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor.

2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Head – HR, Admin & PR of HLL BIOTECH LIMITED, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
3. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by HLL BIOTECH LIMITED on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of One Year or till award of fresh Security Services Contract whichever is earlier. This agreement may be extended on the basis of satisfactory performance during the one year months period, in case fresh tender for Security Services contract is not finalized during the one year period.
2. That this agreement may be terminated on any of the following contingencies: -
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by HLL BIOTECH LIMITED on account of following
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Head – HR, Admin & PR of HLL BIOTECH LIMITED.
 - c) The contractor being declared insolvent by Competent Court of Law.
3. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for HLL BIOTECH LIMITED.

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Chief Executive Officer of HLL BIOTECH LIMITED or his nominee.
2. The award of the arbitrator appointed by Chief Executive Officer of HLL BIOTECH LIMITED shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Chief Executive Officer of HLL BIOTECH LIMITED shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the

terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The expression Chief Executive Officer of HLL BIOTECH LIMITED shall mean and include an acting/officiating Director-General.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Above written:

()
Signature on behalf of HLL BIOTECH LIMITED
Name:

Designation:

Seal:

()
Signature on behalf of Contractor
Name:

Designation:

Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

SECTION: XVIII

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I / We M/s R/o hereby certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us vide latest rate as fixed by the Chief Labour Commissioner (C) w.e.f. 01.04.2016. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail. It is further certified that the payments to the security guards and supervisors will be made through Cheque Only/RTGS/Net Banking and the proof for the same will be submitted along with monthly bill.

Date:

Place:

Name:

Sign:

Designation:

Seal