

RFP No. HML / INFRA / 01 / 2021

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

VOLUME I - INSTRUCTIONS TO BIDDERS



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DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of HLL Medipark Limited ("**HLL MEDIPARK LIMITED**" or "**HML**" or the "**Authority**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by HLL MEDIPARK LIMITED to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by HLL MEDIPARK LIMITED in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for HLL MEDIPARK LIMITED, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HLL MEDIPARK LIMITED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

HLL MEDIPARK LIMITED, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

HLL MEDIPARK LIMITED also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

HLL MEDIPARK LIMITED, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that HLL MEDIPARK LIMITED is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and HML reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the HLL MEDIPARK LIMITED or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and HML shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. INTRODUCTION

HLL Lifecare Limited (“**HLL**”), a public sector enterprise with a Mini Ratna status under the Ministry of Health & Family Welfare, Government of India (“**MoHFW**”) is a major healthcare service provider with a strong focus on healthcare markets and proven experience in developing greenfield projects. MoHFW had mandated HLL to develop a state-of-the-art integrated industrial park for medical devices and technology sector. Pursuant thereto, the state-of-the-art integrated industrial park for medical devices and technology sector (“**Medipark**”) is being proposed to be set up in Chengalpattu District of Tamil Nadu over an area of 330.10 acres (“**Medipark Project**”) of which developable area is 230-240 acres. For the purpose, HLL has promoted a subsidiary company, **HLL Medipark Limited (HML)** and the said Project Site has already been transferred by HLL to HML on long term sub-lease basis, which is co-terminus with the terms of lease on which the Project Site has been transferred to HLL.

1.1. Structure of RFP

This RFP is divided into the following volumes

- a. Volume I : Instructions to bidders and Evaluation Criteria and Selection Process
- b. Volume II: General Conditions of Contract
- c. Volume III: Special Conditions of Contract
- d. Volume IV: Design and Specifications (Schedule 1-8)

1.2. Objective of development of Medipark

- The Medipark will be a dedicated manufacturing cluster for medical devices and equipment in India with state-of-the-art infrastructure and facilities to meet the regulatory standards and compliances in the sector.
- The Medipark is envisaged as a “one-stop facility” for manufacturing units through the creation of an integrated ecosystem to facilitate business, approvals, stimulate innovation and R&D, develop new technologies, prototyping and commercialization activities and become a hub for the medical devices sector in the country. The Medipark aims to create a strong base for the growth of indigenous and domestic industry by providing access to state-of-the-art infrastructure and technology.

- HLL MEDIPARK LIMITED has proposed to develop the Medipark in 330.10 acres of which, about 230-240 acres is developable area. Further, HML has decided to initially undertake infrastructure development works in the Medipark covering an area of around 118 acres in Design & Build mode required by engaging a contractor (the “**Contractor**”).
- HML plans to develop the Medipark in phases. In **Phase 1 A** , physical infrastructure like site grading, roads network and storm water drainage, electrical distribution system, water supply network, wastewater system and sewerage treatment plant, construction of administrative block and miscellaneous civil works (entrance arch gates, security rooms etc.) as detailed in “Clause 1.3 – Brief Scope of Work”, are proposed to be taken up Phase 1 A for execution through this RFP.
- Pursuant thereto, HLL MEDIPARK LIMITED is inviting proposals from qualified Bidders for the selection of a Contractor for the development of physical infrastructure works and construction of administrative block under Phase-1 A (the “**Works**” or “**Phase-1A infrastructure works**”) covering an area of around 118 acres at Medipark, located in Vallam, Alappakkam and Tirumani Villages in Chengalpattu District, Tamil Nadu (the “**Project**”).
- The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this project and should not be construed or interpreted as limiting in any way or manner the scope of Works and obligations of the Contractor set forth in the Agreement or HLL MEDIPARK LIMITED’s rights to amend, alter, change, supplement or clarify the Scope of Work, the Work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the bidding documents (“**Bidding Documents**”) including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by HML.

1.3. Brief Scope of Work

HLL Medipark Limited has decided to undertake development of trunk infrastructure and construction of Administrative block under Phase-1 A in the Medipark covering an area of around 118 acres on Design & Build mode. The Contractor will be responsible for the development of following works (including detailed designs):

- Site Development, Roads Network and Storm Water Drainage

- Electrical Distribution System
- Water Supply System with Water Treatment Plant
- Wastewater System with Sewerage Treatment Plant
- Administrative Block (construction and interiors)
- Miscellaneous Civil Works (Entrance Arch Gates, Security Rooms etc.)

Post construction, the contractor shall maintain all the above works till the Defect Liability Period.

Note :

- a. HLL MEDIPARK LIMITED has already prepared the master plan, whose details are made available in **Volume IV** for reference of the participants of this RFP
- b. For detailed Scope of Work and Schedules, bidders shall refer to **Volume IV** of the RFP

2. INSTRUCTIONS TO BIDDERS

2.1. General Terms

- 2.1.1. Bidders are invited to submit the **“Bid”** for the Project in accordance with the terms of this RFP and the Bidding Documents.
- 2.1.2. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date
- 2.1.3. Detailed description of the objectives, scope of Work, and other requirements is specified in this RFP.
- 2.1.4. **“Bidders”** shall mean any entity which has submitted a Bid pursuant to this RFP.
- 2.1.5. The Bidder shall submit the Bid in the form and manner specified in this section of the RFP. Upon selection, the Successful Bidder shall be required to enter into an agreement with HLL Medipark Limited.
- 2.1.6. Bidders are advised that the selection shall be based on an evaluation by HLL MEDIPARK LIMITED through the selection process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that HLL MEDIPARK LIMITED’s decisions are final without any right of appeal whatsoever.
- 2.1.7. Bids are invited for the Project based on Least cost-based selection (L1) method.
- 2.1.8. Upon selection of the Successful Bidder, HML will issue the Letter of Award (**“LoA”**) to the Successful Bidder. The Successful Bidder will have to formally accept the LoA within 7 days of receipt of LoA, and execute a Design & Build agreement (**“Contract/Agreement”**) with HML within 21 days from the receipt of LoA and furnish the Performance Security required under this RFP and as specified in the Bid Data Sheet.
- 2.1.9. The Successful Bidder shall complete the Works within a period of 12 (twelve) months from the **‘Effective Date’**.
- 2.1.10. No Bid shall be considered for evaluation which is not accompanied by Bid security declaration as specified in Bid Data Sheet. In the event of the Bidder withdrawing its Bid before the expiry of 180 (One Hundred and Eighty) days from the Bid Due Date, their Bid shall be disqualified.
- 2.1.11. Successful Bidder should execute the Agreement or furnish the necessary Performance Security within 7 (seven) days from the date of LoA. In case of performance security furnished in the form of Bank Guarantee, the Bank Guarantee shall be valid for the entire contract period of this project including Defect liability period of 12 months.

- 2.1.12. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it based on such information.
- 2.1.13. The Bidder is advised to acquaint himself with the job involved at the Site, examine soil conditions, topography, hydrological conditions, climatic conditions, availability of labor, quarry materials, equipment, means of transport, communication facilities, laws and bylaws of Government of Tamil Nadu or Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Bid and entering into the Contract.
- 2.1.14. The Bidder will have to do the necessary surveys such as topographic survey for the entire Site and soil investigation survey at appropriate places where proposed civil structures taken up under this RFP are coming up as per the Master Plan. On obtaining successful and favorable results from the soil investigation survey, post consultation with the Authority / Authority's Engineer, Bidder should start trunk infrastructure development and construction of Administrative block.
- 2.1.15. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.16. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The document including this RFP and all attached documents, provided by HML are and shall remain or become the property of HML and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith.
- 2.1.17. For the purpose of this RFP, "Associate" shall mean, in relation to the Bidder, a person who Controls, or is Controlled by, or is under the common Control with such Bidder; and "Control" shall mean with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.1.18. Any Award of Work pursuant to this RFP shall be subject to the terms of Bidding Documents and fulfilling the eligibility criteria as mentioned in this RFP.
- 2.1.19. The RFP is not transferable. All documents relating to the Bid shall be in the English language.
- 2.1.20. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit the Bid. The Bidder shall provide an undertaking to that effect in the format specified under this RFP (Annexure 10.6.4).

- 2.1.21. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and HLL MEDIPARK LIMITED will in no case be responsible and liable for those costs.
- 2.1.22. A Bidder must furnish the details in the formats as specified under this RFP (Annexure **Letter comprising the bid** 10.1 and 10.2).
- 2.1.23. The Bidder shall submit schedules along with the detailed work plan providing overall approach towards the Work execution including information such as construction details/sequencing, employees intended to be deployed including their responsibilities and the equipment intended to be utilized for the said Work. The Bidder shall designate a Project Manager responsible for planning, designing, executing and reporting to HLL MEDIPARK LIMITED on all aspects of the Works including compliance to various terms and conditions of this RFP.
- 2.1.24. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year in the country of operation of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the last 3 (three) years, as the case may be, preceding the latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business in its country of operation.
- 2.1.25. Notwithstanding anything to the contrary contained in this RFP, the detailed terms that would be specified in the draft Agreement, which would be provided after the selection of Successful Bidder, shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.26. One Bid per Bidder: Each Bidder shall submit only one Bid for the Project. A Bidder who submits or participates in more than one Bid will cause all the Bids with the Bidder's participation to be disqualified.
- 2.1.27. Selection of the Contractor is based on open competitive bidding. All Project parameters such as the contract period, price adjustments and technical parameters is being clearly stated upfront, and short-listed Bidders are required to specify the lump sum price for the Project, supported by the detailed costing.
- 2.1.28. The Bidders acknowledge and agree that there is no pending, active or previous legal action that prevents the Bidder from submitting the Bid and executing the Agreement or fulfilling the conditions on the Project.

2.2. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language if they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.3. Site visit by prospective Bidders

- 2.3.1. Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the Site condition, location, surrounding, climate, access to Site, emergency medical needs, healthcare infrastructure, applicable laws, applicable permits and regulations, and any other matter considered relevant by them.
- 2.3.2. The Bidders shall bear all the costs of visiting the Site, collecting the information and for preparing and submitting the Bid. HLL MEDIPARK LIMITED will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of Bid.
- 2.3.3. The Bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives and agents for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Bidder will be liable to indemnify HLL MEDIPARK LIMITED against any loss or damage to the property of HML or neighboring property during Site visit, towards bid submission, which may be caused due to any act of the Bidder or his representatives and agents.

2.4. Responsibility on submitting a Bid

- 2.4.1. It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from HLL MEDIPARK LIMITED;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Sub-clause 2.4.1 b) ;

- d) satisfied itself about all matters, things and information including matters referred to in Sub-clause 2.4.1 a) hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Sub-clause 2.4.1 c) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement; and
- f) acknowledged that it does not have a Conflict of Interest (as specified under Clause 2.5 of this RFP) that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified and liable for forfeiture of the Performance Security, as the case may be.

2.5. Conflict of interest

2.5.1. A Bidder shall be deemed to have a Conflict of Interest ("**Conflict of Interest**") affecting the Bidding Process, if:

- i. A Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common entity, that puts them in a position to have access to information about or influence the Bid of another Bidder
- ii. a constituent of such Bidder is also a constituent of another Bidder in the Bidding Process; or
- iii. such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. such Bidder, or any Associate has participated as a consultant to the Authority

in the preparation of any documents, design or technical specifications of the Project. Agreed to be bound by the undertakings provided by it under and in terms hereof

- 2.5.2. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6. Cost of Bidding

- 2.6.1. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.6.2. The overall master plan and the typical cross sections are arrived by HLL MEDIPARK LIMITED based on the feasibility studies conducted and HML does not own any liability in this aspect. It is the entire responsibility of the Bidder to verify the scheme and design for the requirement based on the input and output quality parameters given in the tender document. It is, therefore, the responsibility of the Bidder to visit the site and assess the resources, in order to be more practical and competitive.
- 2.6.3. Not limiting to the Scope of Work and the technical specifications defined in this document, the Bidder must consider all the items that are required for the execution of the Work to ensure that desired results are within the quoted price.

2.7. Clarifications on RFP

- 2.7.1. Bidders requiring any clarification on the RFP may send their queries to HLL MEDIPARK LIMITED through e-mail in accordance with Bid Data Sheet S. No. 3 on or before the date mentioned.
- 2.7.2. HLL MEDIPARK LIMITED shall endeavor to respond to the queries or clarifications sought by the Bidders within the period specified therein. However, HML reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring HML to respond to any question or to provide any clarification.

- 2.7.3. HLL MEDIPARK LIMITED will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.7.4. HLL MEDIPARK LIMITED may also at its end, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by HML shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by HML or its employees or representatives shall not in any way or manner be binding on HML.

2.8. Amendment of RFP

- 2.8.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum ("**Addendum**").
- 2.8.2. Any Addendum issued hereunder shall be published in the website [www.hllmedipark.com and www.lifecarehll.com].
- 2.8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.9. Pre-bid meeting

- 2.9.1. Pre-bid meeting of the Bidders shall be convened at the designated date, time and place. The mode of pre-bid meeting will be in person and may also be virtually organized through an online tool. A maximum of 2 (two) representatives of each prospective Bidder shall be allowed to participate on production of authorization letter from the Bidder.
- 2.9.2. Bidders are encouraged to submit their queries/clarifications as per details specified in Bid Data Sheet S.No.3.
- 2.9.3. During Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3. BID DATA SHEET

S.No	Description	Details
1.	Date of release of RFP	19 th February 2021
2.	Evaluation mechanism	Least Cost (L1) based selection amongst qualified bidders
3.	Date for Pre-bid meeting	2 nd March 2021 11:00 AM
4.	Date and Place of Pre-bid meeting	Video Conference / In-person meeting at the office of HLL Medipark Limited (A Govt of India Enterprise), 2nd Floor, HLL Bhavan, No:26/4, Tambaram – Velachery Road, Pallikaranai, Chennai-600100.
5.	Pre-bid Queries to be shared 48 hours before Pre-bid meeting via email	info@hllmedipark.com
6.	Response to the queries	Within 3 days of Pre-bid meeting in the form of Pre-bid minutes. The minutes shall be uploaded on the website (www.hllmedipark.com and www.lifecarehll.com)
7.	Proposal submission date (Bid Due Date and Time)	22 nd March 2021 03:00 PM
8.	Mode of Proposal submission	Manual submission
9.	Date of opening of Bid	22 nd March 2021 03:30 PM
10.	Cost of Bid Document (Original Nonrefundable Demand Draft / Bank Transfer in favor of “HLL Medipark Limited”, payable at Chennai and to be submitted along with the bid document)	INR 11,800/- (10,000+18% GST)
11.	Bid Security Declaration	A Bid security declaration is to be provided by the bidders in Lieu of EMD as per the format provided in Annexure 10.4

S.No	Description	Details
12.	Performance Security	The Contractor shall furnish to HLL MEDIPARK LIMITED a Performance Security in the form of a Bank guarantee valid up to 60 (sixty) days, beyond Defect Liability Period. Defects Liability period is not less than 12 months from the date of Completion Certificate. Scheduled date and the process for issue of completion certificate would be discussed and agreed upon between HML and successful contractor before finalization of contract. The Performance Security is to be issued by a Scheduled Commercial Bank in India with a branch at Chennai in favour of "HLL Medipark Limited". The performance security shall be sum equivalent to 3% (three per cent) of the Contract price for carrying out the Project. Format for Performance Security shall be as per Annexure 10.5
13.	Bid Validity	180 days from Bid Due Date
14.	Estimated cost of work/ contract value (excluding GST)	INR 26.80 crores (excluding GST)
15.	Brief Scope of Work	Please refer to Clause 1.3
16.	Time for completion of Design & Build works	12 months from the date of issue of Letter of Award
17.	Officer inviting Bids & Address for submission of Bids	Chief Executive Officer, HLL Medipark Limited (A Govt of India Enterprise), 2nd Floor, HLL Bhavan, No:26/4, Tambaram – Velachery Road, Pallikaranai, Chennai-600100. Phone: 044 – 29813732
18.	Consortium / JV	Not Allowed
19.	Sub-contracting	Not Allowed

* In case, any of the above dates are revised, it shall be informed to Bidders through notification/addendum in the website of www.hllmedipark.com and www.lifecarehll.com.No

separate advertisement for addendum/ corrigendum / extension of date will be published in the newspapers.

If any of the above dates falls on a holiday, the next working day will be considered automatically in lieu of such date without change in the time specified in the RFP.

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- 3.1 The prospective Bidders will have an opportunity to obtain clarifications regarding the eligibility criteria, scope of the Work, terms of reference, contract conditions and any other pertinent information in the Pre-bid meeting.
- 3.2 The clarifications/amendments, if any, in the Pre-bid meeting shall be published separately on the website www.hllmedipark.com and www.lifecarehll.com and will be binding on the prospective bidders. HLL Medipark Limited will not issue any separate communication.

4. ELIGIBILITY CRITERIA

A. Technical Eligibility

- 4.1. The bidder may be a sole proprietorship firm / partnership firm / limited liability partnership / company incorporated under the Companies Act or body corporate incorporated under the applicable laws of its origin.
- 4.2. The Bidder shall have at least 7 (seven) years of experience in similar Works as on date ending last day of the month before the one in which applications are invited and as mentioned below.
- 4.3. The Bidder shall have experience of successfully completed civil infrastructure projects under area development (such as Large Industrial Parks/Industrial Estate/SEZ/Residential Townships/IT Parks). Such infrastructure development shall include at-least three (3) of the following works:
- Roads and Storm Water Drainage Network
 - Water Supply Network including Water Treatment Plant (WTP)
 - Sewerage Network including Sewerage Treatment Plant (STP)
 - Electrical distribution network

The above components shall have been executed during last seven (7) years ending last day of month before the one in which applications are invited should be either of the following:

Three (3) similar completed works costing not less than the amount equal to 40 (forty) percent of the Estimated Cost of Work

Or

Two (2) similar completed works costing not less than the amount equal to 50 (fifty) percent of the Estimated Cost of Work

Or

One (1) similar completed work costing not less than the amount equal to 80 (eighty) percent of the Estimated Cost of Work

B. Financial Eligibility

- 4.4. The Bidder shall have an average annual turnover equivalent to 100% of the Estimated Cost of Work in the last three consecutive financial years (2017-18 & 2018-19, 2019-20).

- i. The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Annexure – 10.77) duly certified by a Statutory Auditor Certificate.
 - ii. The Bidder shall provide audited annual financial statements for the last three financial years – FY 2017-2018, FY 2018 -2019, FY2019-2020
 - iii. Bids accompanying without the certificate of statutory auditor and the audited annual financial statements for the last three years shall not be considered for evaluation.
- 4.5. The Bidder shall have positive net worth as per the audited accounts of the immediately concluded financial year.
- 4.6. The Bidder shall have a minimum 5% working capital of the estimated project cost as on Bid Due Date. A certificate attested by a Chartered Accountant shall be provided as per Annexure 10.155.
- 4.7. The Bidder shall produce proof of liquid assets in the form of solvency certificate from an authorized bank obtained not earlier than 3 (three) calendar months preceding the Bid Due Date for a minimum amount equaling 40% (forty percent) of the estimated cost of work as mentioned in Bid Data Sheet Clause 3. A Bid without such solvency certificate will be considered non-responsive.

Note:

Apart from the above details, following documents / certificates shall be submitted along with the Bid as a part of Sub-cover A:

- i. Copy of Certificate of Incorporation along with the Memorandum and Articles of Association in case Bidder is a Company.
- ii. Copy of GST Registration certificate.
- iii. Copy of Pan Card along with IT returns for the last three financial years, in case of a Proprietorship Firm .
- iv. In case Bidder is a Sole Proprietorship Firm, the firm shall be a Class-I Registered Contractor of CPWD or equivalent of any State, Central or Quasi Government Institution. The Bidder shall submit an attested copy of the Registration certificate.
- v. In the case of Proprietorship Firm, copy of registration if registered as Small and Medium Enterprise (SME) under the MSME Act; and/ or Shop and Establishment Act License issued by the Municipal Body if available.

- vi. Undertaking on Litigation History (Annexure 0), Non-Performance of works, Blacklisting /Debarring by Government of Tamil Nadu or by Government of India or any other state government /corporations/ department.
- vii. Details of adequate credit arrangement for proper execution of the work as per Annexure 10.14).
- viii. Power of Attorney authorizing the signatory to execute the Bid Documents including submission of the Bid in the format as given in Annexure 10.3. PoA is not required, where the authorized signatory of the Bid is one of the Partners in case of a Partnership Firm; or one of the Designated Partners (DP) in case of a Limited Liability Partnership; or one of the Directors in case of a Company to whom the authority is delegated by the Board directly.
- ix. Copy of extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing the Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- x. Details of major construction and equipment available with the Bidder shall be submitted in the format prescribed in Annexure 10.8.

5. SUBMISSION OF PROPOSALS

5.1. Instructions on Covers for submission

5.1.1 Sealed Tenders are invited in “Two Cover System” strictly in accordance with the instructions to the Bidder and terms and conditions given in the RFP documents.

- i. **Cover-1** should contain two sub covers namely A & B Sub-cover – A should contain the ‘Cost of Bid document’, ‘Bid security declaration’ as specified in Clause 3 (Bid Data Sheet) and ‘Signed Integrity Pact and Pre-Contract Integrity Agreement’ duly signed/executed as per Annexure 10.9 and 10.10.
- ii. **Sub-cover – B** should contain documentary proof of ‘**Eligibility Criteria**’
- iii. **Cover-2** should contain the Financial Proposal as per format in Annexure 10.11 duly signed and affixed with the company’s seal on each page.
- iv. Both Cover-1 and Cover 2 should be sealed and enclosed in a separate envelope. Each of the covers and envelope shall clearly bear the following identification: “Selection of Design & Build Contractor for Development of Trunk Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu” and shall clearly indicate the name and address of the Bidder, along with Cover name (for eg – Sub cover A [Eligibility documents]/or Cover 2 [Financial Proposal]). In addition, the ‘Bid Due Date’ should be indicated on the righthand corner of each of the covers and envelope.
- v. Each of the covers should be addressed to Chief Executive Officer, HLL Medipark Limited.
- vi. If the covers are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

5.2. Bid Document Fees

5.2.1 The Bid Documents can be downloaded free of cost from the official website of HLL Medipark Limited. Non-refundable Cost of Bid Document (as specified in Clause 3) must be submitted along with the Bid by a Bidder. Failure to submit the Bid Document Fee by a Bidder shall lead to automatic disqualification of such Bidder.

5.3. Alternative Proposals by Bidders

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

5.4. Format and Signing of Bid

5.4.1 The Bidder shall provide all the information sought under this RFP as the per prescribed forms. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

5.4.2 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid.

5.4.3 Bids are liable to be rejected if relevant details are not furnished as per enclosed formats and which do not meet the Eligibility criteria as specified in the tender notice and the bid documents. The Bidder may furnish along with their Bid any additional information that in their opinion will highlight their capability to perform.

5.4.4 The Bidder should note the following procedure carefully:

- a) The Bidder should quote basic cost elements offer only in Financial Proposal.
- b) Bidder should not indicate cost offer anywhere directly or indirectly in **Cover 1**.
- c) The Bidder should quote for the Work as per Technical scheme and design and Scope of Work as specified in RFP documents.
- d) No delay on account of any cause will be entertained for the late receipt of Bid.

5.5. Late Bids

5.5.1 Bids received by the Authority after the specified date/time as specified in 'Bid Due Date' under Clause 3 (Bid Data Sheet) or as per any extended date specified by the Authority as the 'Bid Due Date', shall not be eligible for consideration and shall be summarily rejected and returned unopened.

5.6. Modification/Substitution/Withdrawal of Bids

5.6.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

- 5.6.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by HLL MEDIPARK LIMITED, shall be disregarded.

5.7. Rejection of Bids

- 5.7.1 The Authority reserves right to reject a specific Bid in the following scenarios:
- a) Any condition or qualification or any other stipulation contained in the Bid submitted by the bidder which may force the bid to be treated as a non-responsive Bid; and/or
 - b) Where any information is found to be false or amounting to a material misrepresentation.
- 5.7.2 Notwithstanding anything contained in this RFP, The Authority reserves the right to reject any or all the Bids and to annul the Bidding Process and reject any or all the Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. If HLL MEDIPARK LIMITED rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids.
- 5.7.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

5.8. Validity of Bids

- 5.8.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (“**Bid Validity Period**”). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

5.9. Correspondence with the Bidder

- 5.9.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

5.10. Bid security declaration

- 5.10.1 The Bidder shall furnish as part of its Bid, a Bid security declaration referred to in Bid Data Sheet.
- 5.10.2 Any Bid without the Bid security declaration shall be summarily rejected by HLL MEDIPARK LIMITED as non-responsive. The Bidder, by submitting its Bid pursuant to

this RFP, shall be deemed to have acknowledged and confirmed that HLL MEDIPARK LIMITED will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP.

6. EVALUATION AND SELECTION PROCESS

6.1. Bid Opening

- 6.1.1. HLL MEDIPARK LIMITED shall open the Bids on the date & time specified in the Bid Data Sheet in the presence of representatives of the Firm who chose to attend in person or through Video Conferencing.
- 6.1.2. The 'Sub-Cover A ' under 'Cover 1' shall be opened first to assess the compliance to documents submitted as per the Clause 0.05.1.1(i). The bids in compliance with 'Sub-cover A' shall be considered for the evaluation for 'Sub-cover B'. The bids not in compliance shall be rejected.
- 6.1.3. 'Sub-cover B' shall be opened for the bids which have complied with requirements of Sub-cover A. The bids submitted should fulfill the 'Eligibility Criteria' under 'Sub-cover B' as per Clause 6.2. In case a firm does not fulfill the Criteria, the Proposal of such a bidder will not be evaluated further.
- 6.1.4. Bids which have been withdrawn shall not be opened.
- 6.1.5. Conditional Bids will be rejected outright considering them as non-responsive offers and the Bids will be liable to be rejected outright if it is found that;
 - a. The Bidder proposes any alternation in the Work specified in the Bid or in time allowed for completing the Works or indicate any other unacceptable condition.
 - b. Disclosure/indication of the price in the **Cover 1** shall render the Bid disqualified and rejected.

6.2. Eligibility Evaluation

- 6.2.1. To facilitate evaluation of Eligibility Criteria, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding the Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this

purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 6.2.2. If a Bidder does not provide clarifications sought above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- 6.2.3. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant Project from computation of the eligibility of the Bidder.
- 6.2.4. In the event that a Bidder claims credit for an eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the eligibility, Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid
- 6.2.5. After the evaluation of eligibility, HLL MEDIPARK LIMITED shall prepare a list of qualified Firms for opening of the Cover 2 i.e. 'Financial Bids'.
- 6.2.6. The opening of Financial Bids shall be done in presence of respective representatives of qualified Firms who choose to be present. The Authority will not entertain any query or clarification from Firms who fail to qualify at any stage of the Selection Process. The Cover 2 of bids shall be opened at a time as specified in Clause 6.3 only for the bidders qualifying the 'Eligibility Criteria'.
- 6.2.7. The evaluation of financial Proposal shall be as per Clause 6.3

6.3. Financial Proposal

- 6.3.1. The Financial Proposal shall be opened at a venue and date to be fixed later and intimated to all the responsive and qualified Bidders to enable them to be present at the opening, if they so desire, either in person or through Video Conferencing.

- 6.3.2. The Bidders, whose Bid is adjudged, qualified as per the information provided in the Eligibility Criteria including its responsiveness (“Qualified Bidders”) shall be shortlisted and invited for the opening of the Financial Proposal by HLL MEDIPARK LIMITED. A separate communication will be sent by HLL MEDIPARK LIMITED, intimating the Financial Proposal opening to all Qualified Bidders.
- 6.3.3. A Bidder is required to furnish the complete details as per Annexure 10.11 (Financial Proposal). The Financial Proposal evaluation will be carried out by HLL MEDIPARK LIMITED in order to select the Qualified Bidder quoting the lowest cost, duly performing arithmetical corrections for errors, if any, as per Clause 6.4.
- 6.3.4. For the purpose of arriving at the lowest cost, the arithmetical corrections (if required to be made/ if any errors found) will be performed first upon the details furnished as per Annexure 10.13. Post arriving at the sub-totals for each of the work items, the corrected amounts from Annexure 10.13 for all work items will be Carried forward to Annexure 10.12 for arriving at the corrected amounts for each of the work items
- 6.3.5. The final amount after corrections to Annexure 10.12 shall be considered for arriving at the lowest price.
- 6.3.6. Bidders who has submitted a Financial Proposal with the lowest price as per the Financial Proposal format will be adjudged as the Successful Bidder.

6.4. Correction of Errors in Financial Proposal

- 6.4.1. HLL MEDIPARK LIMITED shall have the right to undertake arithmetical corrections, if any, in the financial proposal submitted by the bidders as per the following
- (a) In Annexure 10.13, if there is a discrepancy between the Total Price (column H) and the amount for each item arrived by using the formula mentioned in column H, the unit price of the item shall prevail and the total price shall be corrected accordingly.
 - (b) if there is an error in totaling corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected (applicable to Annexure 10.12 and 10.13); and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If a qualified Bidder does not accept the correction of errors when sought, their Bid shall be disqualified.

6.5. Selection of Bidder

- 6.5.1. The Qualified Bidder whose quote is the lowest among all the financial proposals that are opened (L1) will be considered as the successful bidder (the "Successful Bidder").
- 6.5.2. In the event that two or more Bidders quote the same contract Price (the "Tie Bidders"), the following procedure shall be adopted in selection of the successful Bidder
 - i. By asking the "Tie Bidders" to provide their best and final offer of the financial bid in a sealed cover and the Bidder offering the most advantageous financial bid shall be adjudged as the Lowest Tenderer.
 - ii. In case, a tie still persists after the procedure contained in sub clause (i) above, the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders or their representatives who choose to attend.
- 6.5.3. After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by HLL MEDIPARK LIMITED to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof.
- 6.5.4. After acknowledgement of the LoA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the Agreement within the time period prescribed in Bid Data Sheet Clause 3. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 6.5.5. In case the Successful Bidder withdraws or is not selected for whatsoever reason, which is recorded in writing, HML reserves the right to invite to retender this bid.
- 6.5.6. Notwithstanding Clause 6.5, the Authority reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

6.6. Signing of Agreement

After the Authority notifies the successful bidder through the LoA that its bids has been accepted, the Successful bidder shall enter into a contract with the Authority, within 21 days (on a stamp paper of value INR 100) of receipt of LoA by the Successful Bidder incorporating all clauses of this RFP, Corrigendum/Addendum if any, Letter of Award and the proposal of the bidder and obtaining the Performance Security as specified in Clause 6.7.

6.7. Performance Security

The Successful bidder shall, within 7 (Seven) days of the receipt of the Letter of Acceptance, provide to HLL MEDIPARK LIMITED the Performance Security from a Scheduled Commercial Bank in India with a branch at Chennai, in a sum equal to the amount and the period of validity as specified in Bid Data Sheet and in the form provided in Annexure 10.5 as the case may be for the due observance and performance by the Contractor of the Contract. The Contractor shall maintain the said Performance Security at its own expense, so that it shall remain in full force and effect until the date set out in Special Conditions of Contract or until the issuance of the Completion Certificate, whichever is later.

Failure of the Successful Bidder or the Contractor, as the case may be, to comply with the requirements of aforesaid provision shall constitute a breach of the Bidding Documents/Contract, cause for annulment of the award, forfeiture of the Performance Security, and any such other remedy HLL MEDIPARK LIMITED may take under provisions of the Bidding Documents/Contract

In the event of a net increase in the Contract Price due to the valuation of Changes equaling 10% or more of the Contract Price, the total value of the Performance Security shall be increased proportionately by the Contractor, if required by HLL Medipark Limited . The cost of obtaining (and increasing) the Performance Security shall be at the expense of the Contractor.

If the Performance Security is or becomes invalid or unenforceable for any reason whatsoever, or if such security is withdrawn or expires, the Contractor must immediately notify HLL MEDIPARK LIMITED and obtain within 7 (seven) days a replacement Performance Security in the form as set out in **Annexure 10.5 of the RFP Document** and which is acceptable to HLL MEDIPARK LIMITED in its absolute discretion.

The provision, maintenance and renewal by the Contractor of the Performance Security in accordance with this Clause **6.7** shall be a condition precedent to signing of the Agreement and any payment by HLL MEDIPARK LIMITED to the Contractor under the Contract.

6.7.1 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of 3 (three) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and HLL MEDIPARK LIMITED shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

6.7.2 Release of Performance Security

HLL MEDIPARK LIMITED shall release the Performance Security within 60 (sixty) days of the expiry of the Defects Liability Period or the extended Defects Liability Period, as the case may be, under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period or the extended Defects Liability Period for all works, as the case may be, have been rectified.

6.7.3 Retention Money

From every payment for Works due to the Contractor the Authority shall deduct 5% (five per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the “**Retention Money**”) subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price at any point in time.

Upon occurrence of a Contractor’s default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor’s Default.

Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority

shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated as above for Contractor's default.

The Parties agree that in the event of Termination of this Agreement, the Retention Money shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment as per the Clause 'Termination Payment' under Volume II.

7. FRAUD AND CORRUPT PRACTICES

- 7.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, HLL MEDIPARK LIMITED may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, HLL MEDIPARK LIMITED shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to HLL MEDIPARK LIMITED under the Bidding Documents and/ or the Agreement, or otherwise.
- 7.2. Without prejudice to the rights of HLL MEDIPARK LIMITED under Clause 7 hereinabove and the rights and remedies which HML may have under the LoA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by HML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by HLL MEDIPARK LIMITED for a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by HML to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 7.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “Corrupt practice” means:
 - i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
 - ii. save and except as permitted under relevant clauses of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. GENERAL CONDITIONS OF THE CONTRACT

Refer to Volume II for General Conditions of Contract

9. SPECIAL CONDITIONS OF THE CONTRACT

Refer to Volume III for Special Conditions of the Contract

10. ANNEXURE

10.1 Letter comprising the bid

Dated:

To

.....

Tel:

Sub: Bid for “Selection of Design & Build Contractor for Development of Physical Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu”

Dear Sir,

1. With reference to your RFP document dated *****, we, having examined the Bidding Documents and understood their contents (Conditions of contract, Specifications, Drawings and Bill of Quantities), hereby submit our Bid for the Project(s). The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development and construction, operation and maintenance of the Project(s).
4. We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (*three*) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for

breach on our part.

7. We declare that:
 - a) We have examined and have no reservations to the Bidding Documents, including any Corrigendum/Addendum issued by the Authority.
 - b) We do not have any Conflict of Interest in accordance with Clause 2.5 of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2 of the RFP.
9. We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project(s) or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of India or any state government or any authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines

referred to above, we shall intimate the Authority of the same immediately.

13. We understand that the Successful Bidder shall be a sole proprietorship firm / partnership firm / limited liability partnership / company incorporated under the Companies Act or body corporate incorporated under the applicable laws of its origin
14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project(s) and the terms and implementation thereof.
15. In the event of our being declared as the Successful Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us as part of the Bidding Documents prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also have taken note of the site conditions by visiting the site and we understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
17. The price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
18. I/We offer a Bid security declaration along with our bid for the Project to the Authority in accordance with the RFP.
19. The Bid Security in the form of a Bank Guarantee is attached.
20. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP.

22. We agree and undertake to be liable for all the obligations of the under the Agreement throughout the term of Agreement.

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the Authorised signatory)

Name and seal of Bidder

10.2 General Information of the Bidder

1. Bidder details:
 - a) Name:
 - b) Address of the Bidder {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - c) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder {Organization} including details of its main lines of business and proposed roles and responsibilities in the Project(s). Please provide documentary evidence proving the entity is active in this business:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) Mobile Number:
 - g) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Company
 - d) Address:
 - e) Telephone Number:
 - f) Mobile Number:
 - g) E-Mail Address:

10.3 Power of Attorney for signing of bid

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____ / Ms. _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____}, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "***Selection of Design & Build Contractor for Development of Physical Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu***" (the "**Project**") proposed or being developed by HLL MEDIPARK LIMITED (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

{Notarized}

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

10.4 Bid Security Declaration form

To:

The Chief Executive Officer,
HLL Medipark Limited
HLL Bhawan,
26/4 Velachery - Tambaram Road,
Pallikaranai,
Chennai-600100

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to Ministry of Finance, Department of Expenditure, Public Policy Division Circular No. F. 9/4/2020-PPD dated 12.11.2020, bids may be supported with a Bid Security Declaration, therefore we (bidder) render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with the HLL Medipark Limited (herein referred as Authority) for the time specified in the tender documents, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-,

- (a) If a Bidder withdraws the proposal during the period of Bid validity period or its extended period, if any.
- (b) If a Bidder increases the quoted prices after opening of the Proposal;
- (c) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- (d) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We understand that this Bid Security Declaration shall expire if we are not the successful Bidder and on receipt of HML's (Authority's) notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

10.5 Performance Security

To
The Chief Executive Officer,
HLL Medipark Limited
HLL Bhawan,
26/4 Velachery - Tambaram Road,
Pallikaranai,
Chennai-600100
India.

In consideration of HLL Medipark Limited (HML) (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred to as the “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client’s Letter of Award no. dated and the agreement to be executed for a Contract Price of Rs. (Rupees), (hereinafter referred to as the “Agreement”) towards ***Design & Build Services for development of Physical infrastructure and Construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu*** and the Contractor having agreed to furnish a Bank Guarantee from a scheduled commercial bank in India with a branch in Chennai amounting to Rs. (Rupees.....) to the Client for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the contractor do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or would be suffered by the Client by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered or would be suffered by the Client by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. 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).

We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

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 the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of XXX days from the date of this Guarantee (this is 60 days after the defect liability period), we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in 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 from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Contractor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling XXXX days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021.

10.6 Technical Capacity of the bidder

10.6.1 General Information

S No.	Item	Details
1	Name and Address of the Bidder Registered office Address Corporate office Address Other details a. CIN No b. GSTIN No c. PAN NO	
2	Name of Promoter/s	
3	Date of commencement of operations	
4	Currently Operational (Yes/No)	

10.6.2 Eligible assignments details

(as per Clause 4.3)

(Please have separate sheet to explain about each eligible project)

Statement 1: List of type of projects as mentioned in Clause 4.3, executed in the last seven years

S No	Project Name	Project Owner	Project Particulars	Area taken up for Development (in Acres)	Value of Contract (Rs. in Crores)	Whether the Project was executed in individual capacity/as consortium partner/as subcontractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)

If worked as consortium member/Sub-Contractor, the stake or value of work as percentage of contract value (%)	Stipulated period of completion	Actual date of completion	Remarks (Project status – percentage of completion reasons for delay if any)
(8)	(9)	(10)	(11)

Note: Please provide Contract Copies and Consortium agreement/Sub-Contract agreement copies for the Projects listed above, signed by the Authorised Signatory of the Bidder

10.6.3 Quantities of work executed as prime contractor for each of the eligible project

Statement 2: List of types of works involved in the projects specified in Statement 1

S No	Project Name	Value of work Enabling Infrastructure works included in the Projects mentioned in Statement 1 (Rs. in crores)			
		Road Network	Water supply network including Water Treatment Plant	Sewerage Network including Sewage Treatment Plant	Electrical Distribution Network

10.6.4 Litigation History and Non-Blacklisting Certificate

a) Information on litigation history in which the bidder is involved in:

Other party(ies)	Client	Cause of Dispute	Amount involved	Remarks showing present status

b) Self-certification on no blacklisting:

We hereby certify that our Company/Firm_____ has not been blacklisted / debarred by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for non-performance of work or any kind of fraudulent activities.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Authorised signatory,
Designation

10.7 Statutory Auditor Certificate*[To be issued on the Letterhead of the Statutory Auditor]*

(In Rs. Crore)

Bidder type	Turnover		
	FY 2019-20	FY 2018-19	FY 2017-18
Single entity Bidder			
	Net worth		
TOTAL			

Name & address of Bidder's Bankers:**Notes:**

- The Bidder shall attach copies of the audited annual financial statements including Auditor's report, notes and schedules to Financial Statements and audited Annual Reports for last 3 (*three*) consecutive financial years as may be applicable, preceding the Bid Due Date. The financial statements shall:
 - reflect the financial situation of the Bidder
 - be audited by a statutory auditor;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- For the purpose of the RFP, "**Turnover**" shall mean and include the following:
 - the aggregate value of the realisation of amount made from the Civil works contracts, supply, erection and commissioning of equipment, distribution of goods on account of works – Contract services rendered, by the company during a financial year;

10.8 List of Machineries and Equipment

List of machineries and equipment owned by the bidder:

S No	Equipment details	Requirement		Year of procurement	Present condition	Present location	Availability for project	Remarks
		Number	Capacity					
1	Hydraulic excavator							
2	Dozer							
3	Motor Grader							
4	Front end roller							
5	Water tanker							
6	Power Roller							
7	Vibratory Roller							
8	Pneumatic Roller							
9	Concrete Mini batching plant							
10	Bituminous Hot mix plant							
11	Paver finisher with sensor control							
12	Bitumen / Emulsion Sprayer							
13	Mechanical broomer and air compressor							
14	Vibrator							
15	Tippers/Trucks							
16	Others Equipment and Machinery (For execution of works related to Water Supply, other Civil Works in the current project)							

Note: Add more rows as required

Signature of the authorized bidder

10.9 Integrity Pact

Covering Letter

To,
The Chief Executive Officer
HLL Medipark Limited ,
(A Govt of India Enterprise),
2nd Floor, HLL Bhavan,
No:26/4, Tambaram – Velachery Road,
Pallikaranai, Chennai-600100.

Sub: Selection of Design & Build contractor for development of Physical infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu

Dear Sir,

We acknowledge that HLL MEDIPARK LIMITED is committed to follow the principles thereof as enumerated in the Pre-Contract Integrity Agreement (the “ Integrity Agreement”) enclosed with the tender/bid document.

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

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

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

Yours faithfully
(Duly authorized signatory of the Bidder)

10.10 Pre-contract Integrity Agreement

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

PRE-CONTRACT INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of..... 2021

BETWEEN

HLL Medipark Limited a subsidiary of HLL Lifecare Limited, a Government of India Enterprise with registered office at 2nd Floor, HLL Bhavan, No:26/4, Tambaram – Velachery Road, Pallikaranai, Chennai-600100, India (Hereinafter referred as the HLL MEDIPARK LIMITED), which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the firm/Company) through
(Name and Address of the Individual/ Authorized Signatory of the Bid) (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 HLL MEDIPARK LIMITED has floated the Tender “Selection of Design & Build contractor for development of Physical infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu” (Tender no. dated) (hereinafter referred to as —the Tender/Bid) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the —**Contract**.

AND WHEREAS HLL MEDIPARK LIMITED 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 the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of HML

1. HLL MEDIPARK LIMITED commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of HLL MEDIPARK LIMITED, 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) HLL MEDIPARK LIMITED will, during the Tender process, treat all Bidder(s) with equity and reason. HML will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) HLL MEDIPARK LIMITED shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If HLL MEDIPARK LIMITED 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 HLL MEDIPARK LIMITED 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 the 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 execution of the Contract
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, 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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to HLL MEDIPARK LIMITED under law or the Contract or its established policies and laid down procedures, the HML shall have the following rights in case of HLL MEDIPARK LIMITED breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold HLL MEDIPARK LIMITED's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, HLL MEDIPARK LIMITED 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 HLL MEDIPARK LIMITED. Such exclusion may be forever or for a limited period as decided by HLL MEDIPARK LIMITED.
2. Forfeiture of Performance Guarantee: If HLL MEDIPARK LIMITED 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), HLL MEDIPARK LIMITED apart from exercising any legal rights that may have accrued to HLL MEDIPARK LIMITED, may in its considered opinion forfeit the entire amount of Performance Guarantee of the Bidder/ Contractor.

3. Criminal Liability: If HLL MEDIPARK LIMITED 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. 1860 and or Prevention of Corruption Act,1988, or if HML has substantive suspicion in this regard, HML will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the HLL MEDIPARK LIMITED.
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, HLL MEDIPARK LIMITED 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. HLL MEDIPARK LIMITED will enter Pacts on identical terms as this one with all Bidders and Contractors.

3. HLL MEDIPARK LIMITED will disqualify Bidders, who do not submit, the duly signed/executed Pact by the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 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 MEDIPARK LIMITED.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the HLL MEDIPARK LIMITED, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. 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.
4. 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 HLL MEDIPARK LIMITED in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- Legal and prior rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of

brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

HLL Medipark Limited

BIDDER

The Chief Executive Officer

HLL Medipark Limited
(A Govt of India Enterprise),
2nd Floor, HLL Bhavan,
No:26/4, Tambaram – Velachery Road,
Pallikaranai, Chennai-600100.
Phone: 044 – 29813732

Witness

1.....
2

Witness

1
2.....

10.11 Format for Financial Proposal

Dated:

To

.....

.....

.....

Tel:

Fax:

Sub: Bid for “Selection of 10.13 Design & Build Contractor for Development of Physical Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu”

Dear Sir,

1. With reference to your RFP document dated *****, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. The BID Price (i.e. Total Cost of the Project) as per Annexure 10.12 has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the work, including all taxes, Cess, Duties and all other incidental expenses (excluding GST).
3. We hereby provide the details of the Total Cost of Project and itemized component wise breakup, as per the formats provided in Annexure 10.12 and Annexure 10.13 respectively.
4. We agree to abide by the Arithmetical Corrections if any undertaken by the Authority to declare the lowest contract Price amongst bidders participated in this bid.
5. We agree to keep this offer valid for 180 (*one hundred and eighty*) days from the Bid Due Date specified in the RFP.
6. We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the Authorised signatory)

10.12 Price Bid Format

SN	Description of works	Total Amount (excluding GST)	Total Amount in words (excluding GST)
	A	B	C= B
1	Road Works and Storm Water Drainage Network (including Site Preparation and Grading)		
2	Electrical Distribution Network		
3	Water Storage and Distribution System and Water Treatment Plant		
4	Sewerage Network and Sewerage Treatment Plant		
5	Administrative Block (construction and interiors)		
6	Miscellaneous Works		
	a. Entrance Arch		
	b. Security Cabin (2 nos)		
Price Bid (Total Cost of the Project)			
Total Cost of the Project (in words)			

Note:

- a. GST, as applicable, shall be paid by the Authority. Any other taxes other than GST shall be borne by the Contractor
- b. Statutory fees (such as TNEB supervision charges) shall be paid at actuals on demand

10.13 Format for Detailed Cost Breakup

SN	Description of works	Qty	Unit	Unit Rate (INR) (Excluding GST)	Total
	A	B	C	D	E= D*F
1	Survey and Designs				
1.a	Topographic Survey & Soil Investigation				
1.b	Design and approval of all components from Concerned Authorities as per terms of the RFP				
2	Road and Storm Water Network				
2.a	Site Clearance and Earthwork				
2.b	Sub-Bases and Base Works				
2.c	Bituminous Pavement Works				
2.d	Culverts and Storm Water Drainage Work				
2.e	Supply, laying, erection, joining of the pipes including earthwork				
2.f	Laying of pipes				
3	Electrical Distribution Network				
3.a	HT, 11Kv, Electrical Works - Supply & Installation				
3.b	LT 11Kv, Electrical Works - Supply & Installation				
3.c	External Led Light Fixtures and Street Light Poles				
3.d	DG Works & Civil Works				
4	Water Supply				
4.a	Laying of distribution mains and pipes				
4.b	WTP, UG Sump & OHT Connections & other				

SN	Description of works	Qty	Unit	Unit Rate (INR) (Excluding GST)	Total
	Equipment - Supply, Construction & Installations				
5	Wastewater Network including Sewerage Treatment Plant (Construction @ 100%)				
5.a	Wastewater Network				
5.b	STP				
6	Administrative Block				
6.a	Core & Shell works				
6.b	Masonry, Plaster, Interior finishes & High Side and MEP Works				
6.c	Interiors Work				
6.d	Testing & Commissioning and complete handover				
7	Miscellaneous				
7.a	Jungle clearance as required for Phase 1 A development including providing access path upto OHT and TNEB				
7.b	Entrance Arch				
7.c	Security Rooms				
8	Completion of Finishing for all Works to the Satisfaction of Authority (Including Submission of As-built Drawings)				
Total					
In Words					

Note:

- a. Please provide detailed breakup of items against each of the works mentioned in Annexure 10.12. Please use separate sheets for each work.
- b. Please use 'NA' wherever applicable and do not leave blank cells.
- c. GST, as applicable, shall be paid by the Authority. Any other applicable taxes other than GST shall be borne by the Contractor
- d. Statutory fees (such as TNEB supervision charges) shall be paid at actuals on demand

10.14 Details of Credit Arrangements

BANK CERTIFICATE

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

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

__ Sd. __

Name of Bank

Senior Bank Manager

Address of the Bank

10.15 Minimum 5% working capital

No Objection Certificate

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the Bidder (M/s.) has 5% of the estimated project cost as the working capital exclusively for this project as on Bid Due Date based on audited Banks and Financial Statements.

Signature & Stamps of Chartered Accountant

Signature & Stamp of Bidder

10.16 Format for Letter of Award

From

To,

Lr No.

Sir,

Sub: Selection of Design & Build Contractor for Development of Physical Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu– LoA Issued – Reg

Ref:

1. _____ proposal dated _____
2. RFP No: _____ dated _____

I. Acceptance

I, acting for and on behalf of and by the order and direction of HLL Medipark Limited accept the rate of _____ inclusive of all taxes towards the fee for Design & Build Contractor for Development of Physical Infrastructure and construction of Administrative block at Medipark in Chengalpattu district, Tamil Nadu. The cost is as follows:

All figures/ amount mentioned in the table are in INR

SN	Description of works	Total Amount (excluding GST)	Total Amount in words (excluding GST)
	A	B	C= B
1	Site Development, Roads Network, and Storm Water Drainage		
2	Electrical Distribution System		
3	Water Supply System with Water Treatment Plant		
4	Wastewater System with Sewerage Treatment Plant		
5	Administrative Block (construction and interiors)		

SN	Description of works	Total Amount (excluding GST)	Total Amount in words (excluding GST)
6	Miscellaneous Works		
	a. Entrance Arch		
	b. Security Cabins (2 nos)		
Price Bid (Total Cost of the Project)			
Total Cost of the Project (in words)			

II. Scope of Work

The Scope of Work shall be as per the RFP read with Volume II, III and IV.

III. Duration of Project

The duration of initial contract period is 12(Twelve) months.

IV. Payment Schedule

Milestone	Components	Period from Effective Date (T)	% (Activities) of Contracted Amount [#]
1	Design and Drawings*	T+1 month	2%
1.a	On completion and approval of contractor survey and soil investigation		0.20%
1.b	On approval of site grading, road network and storm water drainage along with design and drawings		0.50%
1.c	On approval of design of water supply distribution network including WTP, GLSR and ELSR		0.30%
1.d	On approval of structural design and drawings vetted by Anna University/ IIT Madras		0.10%
1.e	On approval of design of sewerage network along with other appurtenances		0.20%
1.f	On approval of STP design and drawing from Anna University/ IIT Madras		0.20%
1.g	On approval of design and drawing of electrical distribution system from TNEB		0.25%
1.h	On approval of structural design/ drawings for Admin block, Entrance gate, compound wall from Anna University/ IIT Madras		0.15%
1.i	On approval of other all balance design and drawings		0.10%
2	Road Network	T+ 6 months	15%
2.a	Site Clearance and grading		2%
2.b	Completion of GSB and Base Works		6%
2.c	Completion of Bituminous Concrete and Pavement Works		6%

2.d	Roads Furniture (painting etc.)	1%
3	Storm Water Drainage Network	23%
3.a	25% completion of Storm water drain	4%
3.b	50% completion of Storm water drain	4%
3.c	75% completion of Storm water drain	5%
3.d	95% completion of Storm water drain	5%
3.e	100% completion of storm water drain and handing over	5%
4	Electrical Distribution Network	T + 9 months
4.a	HT, 11Kv, Electrical Works - Supply & Installation	6%
4.b	LT 1.1Kv, Electrical Works - Supply & Installation	4%
4.c	External LED Light Fixtures and Street Light Poles	4%
4.d	DG Works & Civil Works	4%
5	Water Supply	T + 9 month
5.a	Laying of distribution mains and pipes	3%
5.b	WTP - Supply, Construction & Installations	3.5%
5.c	OHT, Sump - Supply, Construction & Installations	7.5%
5.d	Testing and Commissioning of all Water Supply Related Works	2%
6	Wastewater Network including Sewerage Treatment Plant	T + 10 month
6.a	Laying of Pipes and construction of manholes	3%
6.b	Testing and Commissioning of Wastewater Network	2%
6.c	Construction of STP (200 KLD)	2%
6.d	Testing and Commissioning of STP of 200 KLD	1%
7	Administrative Block	T + 11 month
7.a	Completion of RCC works at foundation and upto plinth	1.5%
7.b	Completion of RCC work – ground floor including elements of 1 st floor	1.5%
7.c	Completion of brick work and internal plastering	1.5%
7.d	Completion of flooring works and fixing of doors and windows	1.5%
7.e	Completion of all interior works including supply and installation of cabins, furniture (chairs, sofas), cubicles, electrical and plumbing	2%
7.f	Completion of external finishing including terrace, elevation elements, compound wall for administrative block, water proofing etc.	1%
7.g	Completion of all electrical work in ground floor	1%
7.h	Completion of HVAC units supply and installation works	1%
7.i	Completion of water supply network	0.5%
7.j	Construction of all external development works & landscaping works	0.5%
8	Miscellaneous (Civil structures)	T + 11 month
8.a	1 Entrance Arch with security room	2%

8.b	1 Security Room		
9	Finishing for all Works to the Satisfaction of Authority (Including Submission of As-built Drawings) and Handover to Authority <i>[to be provided on Pro-rata basis for each component]</i>	T + 12 month	4%

* This amount shall be paid on receipt of approval from HML on submission of designs and drawings approved by concerned authorities such as Anna University/IIT civil engineering department officials, Highways research station for Roads, WAD board for water and sewer supply drains, TNEB for power distribution and other authorities as advised by HML

#Includes Completion to be certified by HML and certification issued by the Authority's engineer

Other conditions:

Retention Money

**A retention amount equivalent to 5% of the running bill value shall be made from the RA bills from all bills submitted. The Retention money shall be released as per the Clause 6.7.3 of the RFP*

- The Contractor shall perform all the above listed works (including sub-works) as per the terms of Volume I, Volume II, Volume III and as detailed in Volume IV of this RFP
- A detailed schedule of works shall be submitted by the contractor within seven (7) days from the **Effective Date** for approval of the Authority
- For each work, the Contractor shall submit Quality Reports, Work Measurement Reports including necessary compliance adhered etc. along with the invoices for further verification by the Authority

Note:

A detailed schedule of works shall be submitted by your organization within Fifteen (15) days from the **issuance of this LoA**.

VI. Performance Security

Your organization shall submit a Performance Security in the form of Bank Guarantee for 3% of the contract value (finalized contract price) within 07 days from the date of issuance of this LoA.

You should acknowledge and share an acceptance to this LoA by _____.

Yours faithfully,

Authority,
HLL Medipark Limited
(A Govt of India Enterprise),
2nd Floor, HLL Bhavan,
No:26/4, Tambaram – Velachery Road,
Pallikaranai, Chennai-600100.

Received and accepted terms & conditions contained in the LoA

For and on behalf of _____<The Contractor>

Copy to:

Bid Checklist – Form 1

S.No	Description	Submitted	Page No.
COVER - 1			
SUB COVER – A			
1	Bid security declaration and DD for Rs.11,800/- towards the for cost of bid document	Yes/No	
SUB COVER – B			
2	Copy of GST Registration	Yes/No	
3	Copy of Certificate of Incorporation along with Memorandum of Articles of Association in case Bidder is Company or copy of registered partnership deed in case the Bidder is a partnership firm	Yes/No	
3.1	In case the Bidder is a Sole Proprietorship Firm, Class I Registered Contractor of CPWD or equivalent of any State, Central or Quasi Government Institution. The Bidder shall submit an attested copy of the Registration certificate. if registered as Small and Medium Enterprise (SME) under the MSME Act; and/ or Shop and Establishment Act License issued by the Municipal Body if available.	Yes/No	
4	Copy of PAN Card along with IT returns for the last three financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies	Yes/No	
5	Proof of Liquid Assets in the form of Solvency Certificate not more than 12 months preceding the Bid Due Date for a value of 40% of the Estimated Cost of Works	Yes/No	
6	Details of adequate credit arrangement for proper financial management of the work	Yes/No	
7	Letter of Undertaking stating on Litigation History, non-completion of works for any Central/ State Governments, Blacklisting, Debarring from Government of Tamil Nadu or by any other state government /corporations/ department of Government of India.	Yes/No	
8	Audited Financial Accounts of the Bidder for the last 3 (Three) financial years preceding the Bid Due Date	Yes/No	

9	Checklist as per Form 1	Yes/No	
10	Letter Accompanying the Proposal as per Annexure 10.1	Yes/No	
11	Details of Bidder as per Annexure 10.2	Yes/No	
12	Format for Power of Attorney for signing of Bid as per Annexure 10.3	Yes/No	
13	Format for Bid security declaration as per Annexure 10.4 and Performance security as per Annexure 10.5	Yes/No	
14	Format for providing Technical details of the Bidder as per Annexure 0	Yes/No	
15	Financial capacity of the bidder to be certified by the Statutory auditor as per Annexure 10.7	Yes/No	
16	Details of major construction and equipment available with the contractor shall be submitted in the format prescribed in Annexure 10.8.	Yes/No	
17	Format for signing Integrity pact as per Annexure 10.9	Yes/No	
18	Format for signing Pre-contract Integrity Agreement as per Annexure 10.10	Yes/No	
	Format for providing details of Credit arrangements as per Annexure 10.914		
19	Additional Information if any	Yes/No	

Notes:-

- i. All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in last column against each item. The statements furnished shall be in the formats appended to the RFP document.
- ii. The information shall be filled-in by the Bidder in the checklist (Form 1), for the purposes of verification as well as evaluation of the Bidder's compliance to the eligibility criteria as provided in the RFP document.

(Signature)

Details of Bidder

Authorised Signatory

Name & seal of Bidder: _____