

**BID DOCUMENT FOR “APPOINTMENT OF CONSULTANT
FOR ELECTRICAL & MECHANICAL SERVICES FOR THE
PROPOSED UPGRADATION UNDER PMSSY, PHASE-III AT
DIFFERENT MEDICAL COLLEGES IN SOUTH INDIA”**

NIT No: HLL/IDS/2015-16/E&M/001



AUGUST 2015

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Section I

NIT

NOTICE INVITING BID

No: HLL/IDS/2015-16/E&M/001

HLL Lifecare Limited invites sealed bids from eligible consultants/ firms for E&M consultancy services for the proposed upgradation under PMSSY, Phase-III at different Medical Colleges in South India. The last date of receipt of bids is 21.08.2015. Corrigendum/ Amendments if any will be published in HLL's website www.lifecarehll.com.

Chief Engineer (Planning)

HLL LifecareLtd

1. Brief description of the project:

The Pradhan Mantri Swaathya Surakhsha Yojana (PMSSY) had set a programme objective of upgrading tertiary healthcare infrastructure and provides quality medical education across the country. The Ministry of Health & Family Welfare is implementing the scheme through Government Public Sector Undertakings (PSUs). HLL Lifecare Limited has been appointed as Consultant to the Ministry in executing the programme at identified locations.

HLL Lifecare Limited wishes to appoint E&M Consultants for these projects. The nature of services to be provided by the Consultant will include, but not limited to, designing and detailing of various services like Electrical, HVAC, ELV, Fire fighting& Fire detection. The Consultant will be required to provide sufficient technically qualified and experienced staff for providing the required level of service.

1.1 HLL Lifecare Limited invites bid(s) for providing Electrical & Mechanical Consultancy Services for the proposed upgradation under PMSSY, Phase-III at different Medical Colleges in South India mentioned below:

Sl No.	Name of Work	Approximate Estimates Cost (Rs in Cr)	
		E & M	Total [Civil + Plumbing+ E&M]
1	Proposed upgradation under PMSSY, Phase-III of Kozhikode Medical College (Kerala)	Rs. 20 Cr	Rs. 80 Cr
2	Proposed upgradation under PMSSY, Phase-III of Rajiv Gandhi Institute of Medical Science at Adilabad (Telegana)	Rs. 20 Cr	Rs. 80 Cr
3	Providing comprehensive Architectural & Engineering Consultancy Services for the proposed upgradation under PMSSY, Phase-III of Kakatiya Medical College, Warangal (Telegana)	Rs. 20 Cr	Rs. 80Cr

1.2 Bid Activity Schedule:

1	Last date & time of submission of Tender	21.08.2015 upto 3.00 p.m.
2	Date & Time of opening of Technical Bid	21.08.2015at 3.30 p.m.
3	Date of submission of Bank Guarantee Performance Security	Within 10 days from the date of issue of LOI
4	Date of signing of contract agreement	Within 07 days from the date of issue of LOI

1.3 Eligibility criterion: Criterion as per Clause 1.5 Part I adhere.

1.4 Award of Work: The bidder whose bid is “**lowest price bid**” as described in clause 1.4.1 and sub clauses thereof shall be, subject to following provisions will be awarded the contract for the project for which he is lowest.

1.4.1 Award Criteria

1.4.1.1 Subject to meeting the Eligibility Criteria stipulated in clause 1.3 above, HLL will award, the Contract of each project to the Bidder/ Tenderer/ Consultant, whose technical bid is found responsive, complete and in accordance with the Bid documents, and whose financial bid on valuation is found lowest for that project.

1.4.1.2 In case the financial bid of one or more bidders/ tenderers is found equal then all such bidder shall be asked to submit sealed revised offer in the form of letter mentioning revised fee but the revised fees quoted should not be higher than the fee quoted at the time of submission of original tender. The lowest tender shall be decided on the basis of revised offer. In case any such bidder refuses to submit revised offer, then it shall be treated as withdrawal of his tender

1.4.1.3 If the revised fee of two or more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in the presence of an officer of HLL of the level of Chief Engineer or above and concerned bidders who have quoted equal fee.

1.5 Tender Documents:

- The offers will be received in TWO PARTS – a) Technical Bid and b) Financial Bid in two separate sealed envelopes. The two envelopes shall be wrapped in an outer envelope addressed to Chief Engineer (Planning), HLL Lifecare Ltd., Infrastructure Development Division, Vettamukku, Trivandrum duly super scribing “**Providing Electrical & Mechanical Consultancy Services for the proposed upgradation under PMSSY, Phase-III at different Medical Colleges in South India – NIT 001**”. The envelopes should also bear the name and address of the Consultant.

- **Part I: Technical Bid**

The Electrical and Mechanical Consultancy firm should have an office either in Kerala/Chennai/ or Bangalore which is functioning at least from 01.01.2010. The address of the office* (with phone no., fax & e-mail address) and the man power details in this particular office in each

discipline– Electrical& Mechanical has to be furnished in the technical bid with a covering letter. The Electrical and Mechanical services Consultants should have designed and successfully completed minimum two number of similar Hospital projects, the value of the electromechanical services in each such project shall be at least Rupees 5crores each.

The envelope containing the technical bid has to be superscribed **“Providing Electrical & Mechanical Consultancy Services for the proposed upgradation under PMSSY, Phase-III at different Medical Colleges in South India – NIT 001– Technical Bid”**.

**Consortia with other firms are allowable only if proper documents are submitted (such as consortium deed in stamp paper etc) highlighting your consortia with the firm atleast from 01.06.2013.*

- **Part II: Financial Bid**

The financial proposal should be submitted in a separate sealed envelope in the prescribed form (Form A) attached. The bidder can submit their offer for one or more projects in separate forms in a single envelope. The envelope containing the financial bids have to be superscribed **“Providing Electrical & Mechanical Consultancy Services for the proposed upgradation under PMSSY, Phase-III at different Medical Colleges in South India – NIT 001-Financial Bid”**.

**Financial proposal for each work has to be submitted separately in Form A specifying the ‘name of the work’.*

NOTE: Bidder/Tenderer should sign in all pages of the documents submitted by them

1.6 Tender Validity:

The bids shall be valid for a period of 6 months from the date of opening of bids.

1.7 Tender Evaluation:

The Technical Bids will be evaluated based on the eligibility criteria and responsiveness to the tender requirements. The Price Bids of eligible firm(s) whose bids are declared responsive shall only be opened. HLL reserves the right to reject any or all of the offers without assigning any reason.

1.8Notification of Award:

Prior to the expiry of the period of offer validity prescribed by the HLL, HLL will notify the successful Bidder by e-mail, to be confirmed in writing by courier, that his offer has been

accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the percentage at which HLL will pay to the Consultant in consideration of the services to be provided for the works by the Consultant as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The Letter of Acceptance will be send to the successful bidder. No correspondence will be entertained by HLL from the unsuccessful Bidders.

1.9 Signing of Agreement

HLL shall prepare the Agreement in the Proforma (Form B) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 7 days from the date of issue of the Letter of Acceptance the successful Bidder will be required to execute the Contract agreement. The performance guarantee should be submitted after issue of letter of acceptance but not later than 10 days of issue of letter of acceptance. One copy of the Agreement duly signed by HLL and the Consultant through their authorized signatories will be supplied by HLL to the Consultant.

1.10 Performance Security

The successful Bidder shall furnish to HLL a security in the form of a bank guarantee. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and for this purpose the Form of Performance Security (FormC) provided in this Volume shall be used.

1.11 Further information if any, may be obtained from the address and telephone no. given below:

CHIEF ENGINEER (Planning)
HLL LIFECARE LTD
“USHUS”, TC 7/1541
VETTAMUKKU, THIRUMALA PO
THIRUVANANTHAPURAM -695006
Ph/ Fax: 91-471-2350481
E-mail: idsplanning@lifecarehll.com

SECTION II

CONSULTANCY OFFER FOR THE PROJECT UNDER
HLL LIFECARE LIMITED - ID DIVISION

Name of Work:

.....

The Fees for providing consultancy services for the above said work is **Rs**.....

(In Words.)

[Thefeeshall be excluding service tax. Service Tax will be paid extra on submission of service tax bill showing service tax no.]

*The split up of fees (in %) for various services shall be as follows:

Sl No.	Services	Fees split up (in %)
1	Electrical System	
2	Fire Detection & Fire Fighting	
3	Air Conditioning (HVAC)	
4	Extra Low Voltage (ELV) System	

Place:

Date:

Signature of the Consultant/ Authorised Person*

Name

Address

**Proof of Authority/ Power of Attorney to act and sign on behalf of the firm shall be furnished.*

E & M SERVICES CONSULTANCY CONTRACT

This agreement made on this day of Two Thousand between **M/s HLL Lifecare Limited**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at HLL Bhavan, Poojappura, Thiruvananthapuram – 695 012 (hereinafter referred to as Employer) which expression unless excluded by or repugnant to the context shall include their successors and assignees of the part andhaving their Registered Office at (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the other part.

Whereas the employer is desirous of undertaking ‘Electrical & Mechanical Consultancy Services for the.....’ in accordance with the general requirements and conditions hereinafter appearing and whereas the Consultant has agreed to perform the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

TERMS AND CONDITIONS OF AGREEMENT

DEFINITIONS:

1.0 For the purpose of this agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i) "Approved" means approved by employer’s representative in writing including subsequent confirmation of previous approval.
- ii) "Employer" means the HLL Lifecare Limited, which expression shall unless excluded by or repugnant to the context include employer’s representative.
- iii)"Employer's representative" means Chief Engineer (Planning) (hereinafter called CE (Plng)) of HLL Lifecare Limited or any person authorized by him as designated in-charge of the work.
- iv) "Consultant" Means

2.0 SCOPE OF WORK

2. SCOPE OF WORK:-

2.1 The scope of work relates to “**Providing Electrical & Mechanical Consultancy Services for the Proposed upgradation under PMSSY, Phase-III**”

2.2 Preliminary/ Working Drawing stage (For Tender purpose)

The services to be provided by the Consultants shall interalia include the following:-

- a) Visiting the site, discussing details and requirements with the Hospital authority/ HLL regarding location of sub-station, chiller plant room, fire pump room, communication services etc in the proposed site plan. The integration between the existing and proposed E&M services, if any, shall also be considered. The inputs regarding external services requirement for the E&M services like roads, external cable trench from electrical, communication supply authority, fire authority requirement etc shall be extended to the Architect team.
- b) Preparing tender drawings and designs for E&M services i.e. Electrical, HVAC, Fire detection & fire fighting, ELV system (Telephone, networking, CCTV, BMS, PA, Access control, Nurse call system, Audio video system), UPS, earthing & lightning protection. The E&M services drawing inside the building shall specify the position of electrical panels, electrical DBs, HVAC indoor & outdoor units, fire alarm panel, location of EPBAX, network server, CCTV, BMS, PA, access control stations etc. The electrical power requirement needed for operating other services like Bio-medical equipment, CSSD, laundry, lift, plumbing, STP/ ETP etc shall also be coordinated and considered.
- c) External services drawing shall be prepared coordinating with other services like landscaping, pathways, storm water drain, external lighting, earthing layout, external electrical & communication cable routing, piping for firefighting system, external piping for HVAC system, water supply & sewage lines, signage, etc.,
- d) The detailed design calculation for sizing of Transformer. DG set, UPS, Heat load calculation, sizing of High side HVAC equipment (chiller, cooling tower, pumps, AHUs etc), Fire alarm & firefighting system, ELV, lighting considering lux levels shall be submitted. The design has to be in-line with relevant codes, standards and statutory requirements by various statutory bodies.
- e) The detailed quantity break up sheet done for room/ area wise indicating the quantity considered for different types of lights, fans, 6A & 16A socket (raw & UPS), fire alarm & ELV system shall be submitted.
- f) The Bill of quantities (BOQ) with specification & rates shall be submitted. The items in the CPWD schedule of rates shall be considered in general for the preparation of BOQ. For the items for which CPWD schedule rates are not available, local market rates shall be considered. The rates for the items with local market rates shall be prepared with rate

analysis and supporting quotations.

- g) Detailed technical specification for the equipments & systems not published by CPWD shall be prepared as per the project requirement, relevant codes and standards. List of approved makes (minimum 3 nos.) shall be prepared considering model no. for multi variety products like light fixtures, modular switches etc.
- h) Tender documents and drawings in soft copies along with 1 set of hard copy shall be submitted to HLL in the format as required by HLL.

DETAILS OF DRAWINGS TO BE SUBMITTED:-

Detailed Execution drawings duly signed & sealed in suitable size paper in co-ordination with the project scheduling. The major list of drawings are highlighted but not limited to as below.

SI No	Name of Drawing
A	Electrical
1	Conduit drawing for Floor wise Electrical, UPS etc for area where no false ceiling is proposed incorporating the beam layout.
2	Floor wise Lighting, power, UPS layout including DB schematic.
3	Floor wise cable routing & location layout of DBs, LT panels, equipments etc.
4	Electrical Main single line diagram and sub-panel SLD.
5	Substation layout including position of Transformer, DG set, HT panel, UPS etc.
6	Earthing pit location and strip routing layout & detailing
7	Lightning protection drawing & detailing
8	External lighting layout, cable routing & LT panel details.
B	HVAC
1	Floor wise Ducting, diffuser, copper piping and drain piping layout & detailing.
2	Location of indoor and outdoor equipments including detailing.
3	Location & detailing of high end side of HVAC including piping.
4	BMS point scheduling for integration.
C	ELV
1	Floor wise conduit drawing for Communication, ELV etc for area where no false ceiling is proposed incorporating the beam layout.
2	ELV services floor wise layout including schematic.
3	Cable routing & location layout of equipments & its detailing.
D	Fire Detection & Fire fighting

1	Conduit drawing for Floor wise fire alarm system including looping arrangement for area where no false ceiling is proposed incorporating the beam layout.
2	Floor wise sprinkler system layout
3	Fire Hydrant & wet riser system & detailing.
4	Pump room layout and detailing.
5	Input details of the inserts for fire hydrant underground sump & overhead tank.
E	Co-ordination drawing
1	Co-ordination routing & location drawing of Electrical, HVAC, ELV, Fire alarm & fighting system etc above false ceiling
2	Co-ordination location drawing of Electrical, HVAC, ELV, Fire alarm & fighting system etc below false ceiling
3	Section drawing at required areas where multiple crossings are envisaged.
4	External E&M services co-ordination drawing and co-ordinating with the Architect team for the co-ordination drawing with all services (plumbing, storm water drain etc).
5	Section drawing at required external areas where multiple crossings are envisaged.
6	Input details of E&M services for incorporating into all other services like Bio-medical, plumbing, STP/ ETP etc

- i) Approvals/ CC/ NOCs- Assisting Hospital authority/ HLL in obtaining initial approval/ NOC from all concerned department for E&M services. This includes preparation & submission of required number of drawings, preparation of documents etc. as applicable according to the local Acts, Laws, Regulations etc. including making any changes desired by such authorities at no extra cost.
- j) The Consultant shall submit the name of his sub- consultants for various services with their details to HLL. The sub consultants or consultant's name or logo should not be displayed in any of the drawings. Instead, HLL's name, logo, etc., to be displayed in the drawings and the consultant should assist HLL and work as an extended back office, lending all supports as required for the project. The Sub-consultant shall be associated from the preliminary drawing stage to the final stage of work. However, the consultant shall be fully responsible for the correctness and accuracy of services design prepared by such sub-consultants & shall indemnify HLL for damage or loss caused due to negligence of sub-consultant (s).

Execution Stage:-

- a) Extend technical support in reviewing/ approving technical submittals submitted by contractor, deviation/ extra items as necessitated during execution, obtaining final statutory approvals from all statutory bodies.

- b) The revision drawings shall be provided in soft copies during major revisions for execution with the details of change note as per the requirement of project execution team.
- c) Shall extend support to HLL in certifying final completion of the work and obtain all the required completion certificates/ NOCs/ OEM documents from the various statutory authorities. Submit with four sets of as-built completion plans/ drawings of all E&M services undertaken and one set of reproducible drawings in A1 size, 2 sets CD with soft copies etc. along with other connected documents prepared by the contractor and verified by the Consultant.

3. PAYMENT OF REMUNERATION

3.1) The employer agrees to pay to the consultant the following fee for the professional services to be rendered by him as hereinabove described in clause 2 and its sub clauses.

a) The fees for the subject work is

 (The fee shall be exclusive of Service Tax.)

b) The above fees mentioned at clause 3.1 (a) shall be deemed to be inclusive of fees payable by the Consultant to his any other sub-consultant and associates, needed to accomplish the job and nothing extra, whatsoever, shall be payable by the Employer.

c) The split up of fees (in %) for various services shall be as follows:

SI No.	Services	Fees split up (in %)
1	Electrical System	
2	Fire Detection & Fire Fighting	
3	Air Conditioning (HVAC)	
4	Extra Low Voltage (ELV) System	

3.1.1. The cost of the following items shall not be included in the estimated cost for the purpose of working out consultant's fee:-

- a. Land cost including its development charges fees, service connection deposit payable to local and/ or statutory bodies by the Hospital authority/ HLL.
- b. Any other services, fittings and fixtures, which are not designed and planned by the consultant.

- c. Cost of demolition of the existing buildings or its portion if any.
- d. Cost of supervisory staff and other establishment employed on work by the consultant or the Employer.
- e. Other contingent expenditure like press advertisement, publicity, cost of foundation stone, inauguration ceremony of building etc.
- f. Escalation in the cost of work due to increase in rates of materials and labour, etc, during and after the award of work.
- g. Payment on account of Arbitration Award.

4. PAYMENTS TERMS

4.1 Payments Terms:-

The fees will be paid in installments as specified below:-

Payments to the consultant shall be "on account" and shall be adjusted against the final bill.

The various stages of payment shall be as follows:-

<u>STAGE I:-</u> On submission of preliminary layout drawings	15% of the total fees.
<u>STAGE II:-</u> On submission of DBR and schematic drawings.	15% of the total fees.
<u>STAGE III:-</u> On submission of BOQ, estimate & specifications.	20% of the total fees.
<u>STAGE IV:-</u> On awarding the work to the contractor.	20% of the total fees.
<u>STAGE V:-</u> During execution of work and on completion of installation of various services.	25% of the total fees.
<u>STAGE VI:-</u> On completion of project.	5 % of the total fees.

Note:

- All Miscellaneous additional details/ drawings, if required, for execution shall be issued within 15 days of requisition by HLL.
- Completion of scope of work for the consultant will be considered only after the completion of Stage VI.

4.1.1 The fees will be paid in installments as specified above. On completion of the work of any stage, the consultant shall submit his gross bill to the Project-in-charge in Triplicate. Admissible amounts, as assessed by the Project-in-charge, against invoice raised by the consultant on completion of various stages of the work shall as far as possible be paid within 20th working day after the day of presentation of the invoice by the consultant to the Project-in-charge or his authorized Engineer.

5. TIME SCHEDULE AND MILESTONES

5.1 Time Schedule

5.1.1 The timelines for the project are as follows:

Start Date	Time from the date of issue of work order
Completion Date	Date of completion of the project

5.2 Milestones: - The consultant shall deliver the following to the HLL:

Submission of preliminary Layout Drawings	Within 15 Days from the date of issue of the work order.
Submission of DBR (Design Basis Report) and Schematic drawings	Within 15 Days from the date of approval of preliminary drawings by HLL
Submission of BOQ, Estimates and Specifications	Within 15 Days from the date of approval of DBR (Design Basis Report) and Schematic drawing by HLL

Drawings shall be prepared on CADD (latest version). All approvals shall be given by HLL as per the schedule mentioned above. All drawings (soft copies) are to be submitted in CADD format only & in PDF format will not be acceptable. The time duration mentioned in the schedule is computed from the date from which the required details are received from HLL.

6. EXTENSION OF TIME:

6.1 The time allowed for performance of the Works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The performance of the works shall commence from such time period as mentioned in the contract. The consultant shall be provided on demand, necessary required documents/ information and certificates/undertakings by HLL. If the Consultant commits default in

commencing the performance of the work as aforesaid, HLL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

- 6.2 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Consultant in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in the contract. The Consultant may also, if practicable, indicate in such a request the period for which extension is desired.

HLL's engineer in charge, after satisfying himself about the reasonableness of grounds, may then grant extension of time as in his opinion be justified and communicate the same in writing. The decision of Unit Chief (ID), HLL shall be final and binding in this regard. Whenever such extension of time is granted, it would be without prejudice to the rights of HLL to recover the liquidated damages from the consultant. Any extension of time granted as stated above shall neither entitle the Consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

7. **PERFORMANCE GUARANTEE**

The Consultant will be required to furnish Bank Guarantee from nationalized/ scheduled bank by way of Performance Guarantee in the prescribed Performa (Please refer FORM C), for due fulfillment of the Contract and shall submit after award of work and before signing of the Contract/Agreement. The Performance Guarantee shall remain valid up to completion of the design work plus 180 days and the same shall be released after six months from satisfactory completion of the design work.

- (i) The Consultant will be required to furnish **Performance Guarantee** of 5% (Five Percent) of the contract value within the period specified in RFP. This guarantee shall be in the form of cash (in case guarantee amount cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of the design completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the consultant shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the consultant, without any interest.
- iii) HLL shall not make a claim under the performance guarantee except for amounts to which the HLL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- (a) Failure by the consultant to extend the validity of the Performance Guarantee as described herein above, in which event the HLL may claim the full amount of the Performance Guarantee.
- (b) Failure by the consultant to pay HLL any amount due, either as agreed by the consultant or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by HLL.
- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of HLL.

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

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

8. FORFEITURE OF PERFORMANCE GUARANTEE

In case the consultant fails to complete the design work, HLL, without prejudice to rights and remedies available under the contract, shall forfeit and encash the Performance Guarantee Amount and credit it to HLL.

In case the bank goes in liquidation or for any reason is unable to make payment against the said Bank Guarantee the loss caused thereby shall be borne by the consultant. The consultant forthwith, on demand from HLL, shall make good the deficit.

9. DETERMINATION AND RESCISSION OF AGREEMENT

9.1 HLL without any prejudice to their right against the Consultant in respect of any delay by notice in writing, may absolutely determine the contract in any of the following conditions:-

- i) If the Consultant, being a firm/ company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii) If the Consultant commits breach of any of the terms of agreement.

9.2 When the Consultant has made himself liable for action under any of the clauses aforesaid, the HLL shall have power:

a) To rescind the agreement and forfeited the Performance Guarantee submitted by the consultant absolutely.

b) To engage another Consultant to carry out the balance work debiting the Consultant the extra amount, if any, so spent for getting the balance work done.

9.3 In any case in which any of the powers conferred upon HLL under this clause, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Consultant and the liability of the Consultant for compensation shall remain unaffected.

10. QUALITY ASSURANCE

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Consultant shall correspond to the best practices w.r.t the required consultancy services.

11. OWNERSHIP OF THE DESIGNS AND DRAWINGS

All copyright and other proprietary rights in the Works shall vest and stand assigned to HLL and HLL shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by HLL during the terms of the copyright and the Consultant shall be required/ obliged to execute any deeds/documents, as may be required or considered necessary, by HLL to give effect to and secure the above mentioned rights of HLL in the Works. For the purpose of this clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow anyone to use these drawings, designs, documents and software without the prior written permission of HLL and any such act without the permission of HLL shall constitute violation of Intellectual Property Rights.

All these drawings shall become the property of HLL and HLL shall have the right to use the same anywhere else. In that event, HLL shall pay a royalty to the Consultant on mutually acceptable basis. Such drawings and designs shall not be issued to any other person firm or

authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except HLL and/ or his authorized representatives.

12. ADDITIONS AND ALTERATIONS

- a. HLL shall have the right to request in writing for changes, additions, modifications or deletions in the design and drawings or any part of the work and to request in writing additional work in connection therewith and the consultant shall comply with such request.
- b. In the event of changes, alterations are due to Consultant's own commission and/or discrepancies including changes required for meeting the requirements of bye laws, codes and specifications for design of services and due changes required by consultants of all internal, external utilities and services, the Consultant shall not be compensated for such changes/ alterations etc. The decision of HLL shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However, for the minor modification or alteration which does not affect the entire design/planning etc., no amount will be payable.
- c. If it is found after call of tenders that the acceptable tender is not within the amount sanctioned, the Consultant may be required, if so desired by HLL, to make suitable alternative specifications for certain items of work to bring down the costs so that expenditure do not exceed the Preliminary Estimate by more than 5%. The consultant shall not be paid anything extra for such modification. If HLL is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- d. The consultant shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the contractor except through and with proper approval of HLL in writing.

13. ABANDONMENT OF WORK

- a. That if the consultant abandons the work for any reason whatsoever or becomes incapacitated from acting as Consultant as aforesaid, HLL shall forfeit/ encash the Performance Guarantee and the decision of CEO (HITES), HLL shall be final and binding. HLL shall be at liberty to make full use of all or any of the drawings prepared by the Consultant. The Consultant shall also be liable to refund all the fees paid to him up to date plus such damages as may be assessed by HLL [Decision of CEO (HITES) shall be final and binding] subject to a maximum of 10% of the total fee payable to the consultant under this agreement including the recovery of liquidated damages under clause No. 7 herein above.
- b. Provided, however, that in the event of the termination of the agreement under proper notice as provided in the contract agreement, the Consultant shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services rendered by him till the date of termination of contract agreement.

14. GENERAL

- i. The Consultant shall be fully responsible for the technical soundness of the design work including those of specialists engaged, if any, by him.
- ii. HLL will have the work of Consultant and/ or his sub-consultants supervised/ inspected at any time by any officer including estimates and designs.
- iii. The Consultant shall be responsible for designs services of the work entrusted to him so as to satisfy the BIS & other Design standards/ requirements.
- iv. The Consultant hereby agrees that the fee to be paid as provided herein, in the contract agreement, will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against HLL in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- v. The consultants shall indemnify and keep indemnified HLL against any such claims and against all costs and expenses paid by HLL in defending himself against such claims.
- vi. The consultant hereby agrees that HLL shall have the right to take out any of the activities, which in the opinion of HLL is not being performed by the consultant with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the consultant.

15. ARBITRATION

All disputes or differences whatsoever arising between the parties to this contract shall be settled by arbitration. Claims/ counter claims to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by the CEO (HITES), HLL Lifecare Ltd. The award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

**In witness whereof the parties hereto have set their hands and seals the----- day of ----
----- above written.**

For and on behalf of the **Consultant**

For and on behalf of the **HLL**

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Consultant

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said _____

By the said _____

Name _____

Name _____

on behalf of the Consultant in the presence
of:

on behalf of the HLL in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the “Bank”) of the one part, and HLL Lifecare Limited (hereinafter called “HLL”) of the other part.
2. Whereas HLL Lifecare Limited HAS AWARDED the Electrical & Mechanical Services Firm the work of providing Comprehensive Electrical & Mechanical Consultancy Services for (Hereinafter called the contract) to _____ (hereinafter called the Consultant). (Name of the Consultant)
3. AND WHEREAS the Consultant is bound by the said Contract to submit to HLL a Performance Security for a total amount of Rs..... (Rupees).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee HLL the full amount of Rs..... (Rupees) as stated above.
5. After the Consultant has signed the aforementioned Contract with HLL, the Bank is engaged to pay HLL, any amount up to and inclusive of the aforementioned full amount upon written order from HLL to indemnify HLL for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by HLL immediately on demand without delay without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to HLL any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 12 months).
7. At any time during the period in which this Guarantee is still valid, if HLL agrees to grant a

time extension to the Consultant or if the Consultant fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by HLL and at the cost of the Consultant.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of HLL in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by HLL for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions "HLL", "the Bank" and "the Consultant" hereinbefore used shall include their respective successors and assigns.

IN WITNESS WHERE OF I/ WE OF THE BANK HAVE SIGNED AND SEALED THIS GUARANTEE ON THE ----- DAY OF ----- (MONTH) **20.....**BEING HEREWITH DULY AUTHORIZED.

FOR AND ON BEHALF OF
THE.....BANK.
SIGNATURE OF AUTHORIZED BANK OFFICIAL

NAME :
DESIGNATION :
STAMP/SEAL OF THE BANK:

SIGNED,SEALED AND DELIVERED
FOR AND ON BEHALF OF THE BANK BY THE ABOVE NAMED ----- IN
THE PRESENCE OF:

WITNESS 1.
SIGNATURE.....
NAME.....
ADDRESS.....

WITNESS 2.
SIGNATURE.....
NAME.....
ADDRESS.....