



**Haffkine Bio-Pharmaceuticals Corporation (Ltd)
(Material Manager's Department)**

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e-Tender Reference No: **M-95/HBPCL/2021-22/Turn-Key Project/01**

**E-TENDER FOR
"Establishment of BSL3 Drug Substance Bulk
Vaccine (110 million doses per annum
manufacturing capacity) Manufacturing Facility
for Covid-19 Vaccine on Turn-key basis**

**FOR WHOLE VIRION INACTIVATED CORONA VIRUS
ANTIGEN PRODUCED USING VERO CELL-BASED
PLATFORM, THAT PROPAGATES THE VIRUS,
EXPRESSING THE VIRAL SPIKE (S) PROTEIN OF
SARS-COV-2**

AT

**HAFFKINE BIO-PHARMACEUTICAL
CORPORATION LIMITED (HBPCL), PAREL,
MUMBAI**

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SECTION - I

INVITATION FOR BIDDERS (IFB)

Tender Enquiry No. M-95/HBPCL/2021-22/Turn-Key Project/01

E-Tender Enquiry details

Date of Publishing	19.08.2021 @ 16:00 hrs
Bid Document Download start date (Online)	19.08.2021 @ 16.00 hrs
Bid Submission start date (Online)	19.08.2021 @ 16.00 hrs
Receipt of Technical Specification & BOQ from our office after signing confidentiality agreement with HBPCCL	27.08.2021 @ 16:00 hrs
Date of Pre-Bid meeting	01.09.2021 @ 11.00 am
Bid Submission End date (Online)	08.09.2021 @ 16.00 hrs
Receipt of EMD and technical bid at HBPCCL,Mumbai	08.09.2021 @ 16.00 hrs
Date of Technical Bid opening (Online)	09.09.2021 @ 16.30 hrs
Date of Financial Bid Opening	Will be informed later to technically qualified bidders

Tender fee Rs. 25,000/- (Rs. Twenty five thousand only) & Earnest Money Deposit: Rs.25,00,000/- (Rs. Twenty Five Lakhs Only). EMD should reach this office in the form of Demand Draft/ online payment / Bank Guarantee drawn in favour of The Managing Director, HBPCCL on or before 08.09.2021 @ 16.00 hrs. EMD exemption on MSME registration will not be entertained being a large scale procurement.

Address for communication |:-

HAFFKINE BIO-PHARMACEUTICAL CORPORATION LTD.

MATERIAL MANAGER DEPTT.

Acharya Donde Marg, Parel, Mumbai-400 012.

Email – mm@vaccinehaffkine.com, md@vaccinehaffkine.com, gmhaffkine@gmail.com,

Phone no. – 022-24147564, 24129320 / 21 / 22 / 24

Important Notes:

1. Tender documents may be downloaded from Maharashtra Government Procurement Portal <http://mahatenders.gov.in> or <https://vaccinehaffkine.com>
2. Only Bids received on our e-Tendering portal will be considered for opening. Bids in any physical form sent through e-mail/courier/post/delivered personally will not be considered.
3. Any addendum/Corrigendum date extension in respect of above Tender shall be issued on our website www.vaccinehaffkine.com and [https://mahatenders.gov.in](http://mahatenders.gov.in) only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

SECTION – II

INSTRUCTIONS TO BIDDERS

The Managing Director, Haffkine Bio-Pharmaceuticals Corporation Limited, Parel, Mumbai-12 invites Bids from competent and experienced companies having sound technical knowledge, expertise and experience in establishment of BSL-3 Vaccine Manufacturing Facility for '*Establishment of BSL-3 Drug Substance Bulk Vaccine Manufacturing Facility (110 million doses per annum manufacturing capacity) for Covid-19 Vaccine on turn-key basis in the Haffkine Bio-Pharmaceutical Corpn. Ltd., Parel, Mumbai-12.*

2.1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) i. "Principal Employer/Employer/Engineer" means The Managing Director, Haffkine Bio-Pharmaceutical Corporation Ltd. Mumbai or the legal successors in title to such person.
- "Employer's/Engineers Representative" means a person appointed from time to time by the Principal Employer.
- ii. "Contractor" means an individual or firms (proprietary, partnership, Pvt Ltd. or Limited) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns, successors in interest of individuals or persons. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- iii. "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the works or any person to whom a part of the Works has been subcontracted by the contractor with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (b) i. "Contract" means these Conditions of Contract, the Specifications, the Drawings, the Price Schedule, the Letter of Acceptance, the Contract Agreement and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- ii. "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Employer.
- iii. "Drawings" means all drawings, calculations and technical information of a like nature provided by the Employer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature either provided to the Contractor or submitted by the Contractor and approved by the Employer.

- iv. "Price Schedule" means the priced and completed bill of quantities forming part of the Tender and Agreement.
 - v. "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
 - vi. "Letter of Acceptance/Award" means the formal acceptance by the Employer of the Tender.
 - vii. "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (c) i. "Commencement Date" means the date upon which the Contractor receives the notice to commence the works as issued by the Employer (date of letter of award).
- ii. "Time for Completion" means the time for completing the execution work and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract agreement calculated from the Commencement Date.
- (d) i. "Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Employer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the employer.
- ii. "Taking-Over Certificate" means a certificate issued by the Employer of having accepted and taken over the completed works.
- (e) i. "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- ii. "Retention Money" means the aggregate of all money retained by the Employer.
- (f) i. "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
- ii. "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.
- iii. "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- iv. "Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- v. "Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary

Works) required for the execution and completion of the Works and the remedying of any defects therein.

- vi. "Section" means a part of the Works specifically identified in the Contract as a Section.
 - viii. "Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g) i. "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allowable there but does not include any allowance for profit.
- ii. "Day" means calendar day and "Month" means calendar month.
 - iii. "Foreign Currency" means a currency of a country other than that in which the Works are to be located.
 - iv. "Writing" means any hand-written, type-written, or printed communication, including telex, email and facsimile transmission.

2.2 IMPORTANT INSTRUCTIONS TO BIDDERS

1.0 Scope of Work

The Scope of work is **Establishment of BSL3 Drug Substance Bulk Vaccine Manufacturing Facility for Covid-19 Vaccine on Turn-key basis at Haffkine Bio-pharmaceutical Corporation Ltd. (Detailed scope given in Section VI)**

2.0 The Employer

The Managing Director, HBPCCL, Mumbai, or any other person nominated by him shall be the Employer/Owner for the subject work and the contract.

In these documents wherever the word tender/ tenderer/tendering has been used the same may be considered synonymous with bid/ bidder/ bidding.

3.0 TIME FOR COMPLETION

The successful bidder shall complete the works in **05 (Five) Calendar months** (*4 months for construction work & 1 months for validation*) from the date of Award of Work, including testing, commissioning and validation.

4.0 INFORMATION/DOCUMENTS TO BE SUBMITTED ALONG WITH BID

Bids submitted shall include the following information:

- Copy of documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
- A work plan/Program clearly bringing out how the bidder proposes to carry out the work to achieve the quality and the time schedule.
- Turnover Certificate (Form B)
- GST, PAN Certificates, PF, ESIC registration certificates.
- Experience Certificates
- Transmittal Letter
- Last 3 years Income Tax return along with P & L & Balance sheet
- Signature & stamp on all tender documents.
- All forms and affidavits given in tender documents
- All documents uploaded are should be neat, clear & readable by online mode. If they are found not readable, then such documents will not be considered and the bidder will be technically disqualified.
- All the relevant documents asked in SECTION -IV point no **4.3** of the tender documents also to be submitted in technical bid.

5.0 COST OF BIDDING

The bidder shall bear all the costs and expenses associated with the preparation and submission of his bids and "The Employer" will in no case be responsible or shall have any liability such costs or expenses, regardless of the conduct or outcome of the bidding process.

6.0 SITE VISIT

6.1 The bidder is advised to acquaint himself with the work involved, visit the Site and examine site conditions assess the site preparatory works required to be carried out, the requirement and availability of space for erection of AC System, air handling units, exhaust blowers, etc., The bidder shall also examine the climatic conditions, availability of labour, power, water, material, local transportation, communication facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and, if awarded the work, entering into a contract for successful execution and completion of the work. The cost of visiting the Site and collecting information for the purpose of submission of the bid shall be borne by the bidder.

The site shall be handed over in its present existing condition, to the successful bidder for execution of the works.

6.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon

the

site for the purpose of such inspection, but only upon the condition that the bidder, his personnel or agents will release and indemnify the Employer and Employer's Personnel from and against all liability in respect thereof for personnel injury (Whether fatal or otherwise), damage, loss, costs and expense however caused, to the bidder, his personnel or agents.

7.0 CLARIFICATION ON BID DOCUMENTS

A prospective bidder requiring any clarifications on the Bid Documents may notify the Employer in writing, at the Employer's E-mail address indicated in the Bid Documents, so as to reach the Employer before pre-bid meeting.

8.0 AMENDMENT OF BID DOCUMENTS

At any time prior to the dead line for submission of bids, the Employer may ask for any reason, whether at his own initiative or in response to a clarification requested by prospective bidder, modify the Bid Documents by issuing corrigendum/amendment. **The Bid** submission period will not be extended in any case (from the date of issuing the corrigendum) irrespective of any changes in scope of work or any change in tender documents. The bid submission period will be final as specified in **tender notice (IFB)**.

9.0 LANGUAGE

The bid prepared by the bidders and all correspondence and documents relating to the bid, exchanged by the bidder and the Employer, shall be written in ENGLISH Language only.

10.0 EARNEST MONEY DEPOSIT:

EMD for an amount of Rs. 25,00,000/- (Rs. Twenty five lakhs) in the form of Demand Draft/Online payment Bank Guarantee drawn in favour of The Managing Director, Haffkine Bio-Pharmaceutical Corporation Ltd., Mumbai should be reached on or before **08-09-2021** and scanned copy of same be uploaded along with tender documents. The EMD submitted by unsuccessful bidder shall be refunded within 30 days time. **EMD exemption on MSME registration will not be entertained being a large scale and specialized procurement.**

11.0 PERFORMANCE SECURITY & BID VALIDITY

The bidder shall be required to submit a **performance security equivalent to 10% of the contract value** in the form of bank guarantee/demand draft drawn in favour of Managing Director, Haffkine Bio-Pharmaceutical Corporation Ltd., Mumbai.

No interest will be payable by the Employer on the performance security submitted by the Bidder. The performance security shall be withheld beyond two months on completion of warranty/defect liability period (DLP). However, the EMD of successful bidder will be adjusted towards performance security.

The bid shall remain valid and open for acceptance for a period of **180 days** from the date of submission of Bid.

The performance security shall be valid until the **Contractor** has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the completion of Defect Liability period and such security shall be returned to the Contractor within 30 days of the completion of Defects Liability Period.

12.0 THE BID SECURITY MAY BE FORFEITED / EMD :

- a) If a bidder withdraws his bid during the period of bid validity.
- b) In the case of successful bidder, if he fails to :-
 - i) enter into the contract with Employer, or
 - ii) furnish the necessary performance security
- c) If the bidder has submitted any false/misleading information. .

13.0 FORMAT AND SIGNING OF BID

13.1 The bid shall be typed and signed by a person or persons duly authorised to sign the bid and enter into the contract. **Authorization shall be furnished in the form of Notarized Power of Attorney which shall be submitted with the bid.**

13.2 All pages of the bid shall be signed and stamped by the authorized person/s signing the bid, including where entries or amendments have been made.

13.3 The complete bid shall be without alterations, interlining and erasures except those to accord with instruction issued by the Employer or as necessary to correct errors made by the bidder in which case such correction shall be initialled by authorized person/s signing the bid.

14.0 DEADLINE FOR SUBMISSION OF BIDS

14.1 Bids must be received by the online mode only. Employer, not later than the prescribed date and time i.e **08-09-2021 at 16:00 hrs**

14.2 The Employer may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment/corrigendum in accordance with point no. 8.0 of these important instructions to bidder.

15.0 LATE BIDS

Any bid received by the HBPCL after the prescribed deadline for submission will not be considered and Bid will not be able to be uploaded after the prescribed deadline.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS

16.1 The bidder may modify or withdraw his bid after bid submission, provided that modification or notice of withdrawal is received in writing by the Employer prior to the prescribed deadline for submission of bids.

16.2 No bid shall be allowed to be modified subsequent to the dead line for submission of bids. No bid shall be allowed to be withdrawn in the period between the deadline for submission of bids and the expiration of the period of validity of the bid specified. Withdrawal of a bid during this period may result in the forfeiture of the bid security.

17.0 PROCESS TO BE CONFIDENTIAL

17.1 After opening the bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to any bidder or other persons not officially concerned with such process other than the rules prescribed as per Govt. of Maharashtra GR dt. 01/12/2016. Any disclosure or declaration in this regard shall be at the sole discretion of the Employer.

17.2 Any effort by the Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

18.0 CLARIFICATION OF BIDS

18.1 To assist in the examination, evaluation and comparison of bids, the Employer may ask bidders individually for clarification of their bids or for Technical Presentation. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Employer during the evaluation of the bids in accordance with point no. 4.3 of Section IV of these bids documents.

19.0 DETERMINATION OF ELIGIBILITY AND RESPONSIVENESS

19.1 The Employer will determine whether the bid is substantially responsive to the requirements of the Bid Documents.

For the purpose of this clause, a substantially responsive bid is one which shall conform to all the requirements, terms, conditions and technical specifications of the bid documents without any deviation or reservation and which fulfills and meets all the criteria and has the required experience, expertise, technical competency and resources to design and execute the project.

19.2 A bid which in relation to the cost estimate of the Employer is unrealistically priced and which cannot be balance substantiated satisfactorily by the bidder may be rejected as non-responsive.

19.3 No extra period will be given after technical bid opening for documents submission i.e. kindly submit all the documents whole submitting online technical bid.

20.0 CORRECTION OF ERRORS

20.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors in computation and summation. Errors will be dealt by the Employer as follows:-

- a) Where there is discrepancy between amounts in figures and in words, amount in words shall prevail.
- b) Incorrectly added totals will be corrected.
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the unit rate quoted shall prevail.

21.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

21.0 AWARD OF CONTRACT

The Employer will Award the Contract to the Bidder whose Bid has been determined to be eligible and to be substantially responsive to the Bid documents and who has offered the Lowest Evaluated Bid Price. Lowest will be considered overall total of both price bids i.e. for turn-key project cost and for 5 years AMC period cost. Overall L1 will considered.

22.0 EMPLOYERS RIGHT TO ACCEPT ANY BID OR REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid including the Lowest Bid and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the reasons and grounds for the Employer's action. The Employer's decision in this regard shall be final and binding on the Bidders.

23.0 NOTIFICATION OF AWARD

23.1 Prior to the expiration of the prescribed period of bid validity, the Employer will notify the successful bidder in writing that his bid has been accepted. The notification of award will constitute the formation of the Contract.

23.2 Upon the furnishing by the successful bidder of a performance security the Employer will promptly return the Bid Security of other bidders

24.0 SIGNING OF AGREEMENT

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Documents, on a Stamp Paper at his Cost, and submit the same to the Employer within two weeks of the date of receipt of notification of award.

25.0 GENERAL INFORMATION AND DETAILS

1. The Bidder shall provide and submit information and details regarding litigation/ Arbitration cases, if any, for the last five years.
2. The Bidder shall provide and submit information about projects of similar nature (Biosafety Laboratory Project Works) executed and completed during the last 10 years indicating the name of work, Total Value of the Project, Date of Completion, Time Overrun & Cost overrun (if any) with reasons and name and contact number of officer/s where reference can be made.
3. Details of key management and technical personnel available with the firm specifying their qualification and work experience shall be submitted. The proposed project organization chart for the project work shall be submitted clearly specifying the roles and responsibilities of each personnel.
4. The Bidder shall submit details of manufacturing setup/facility, if any, owned by the firm. List of items and components manufactured by the Bidder and proposed to be used for the work shall be submitted, also indicating similar laboratory facilities where such items and components have been supplied and installed.
5. If Bidder is found to be incorrect at any stage, the submitted Bid shall be rejected and the Bidder shall be liable to be debarred from participating in tendering processes in future in Haffkine Bio-Pharmaceutical Corporation Ltd.
6. Even through the bidders may satisfy the above requirements they are subject to be disqualified, if they have:-
 - i) If the Bidder made misleading or false representation in the statements and enclosures required in the "Bid Document"
 - ii) If a bidder been blacklisted or debarred by any State/Central Government Department or any PSU.
 - iii) Any other reason as per the decision of the Employer/Bid Evaluation Committee, which shall be final and binding on the Bidder.
7. Managing Director, Haffkine Bio-Pharmaceutical Corporation Ltd., Mumbai reserves all the rights to accept or reject any Bidder or cancel the Bidding Process without assigning any reason and liability, whatsoever.
8. Managing Director, HBPCCL reserves all rights regarding modification in scope of work, cancellation of tender at any stage without assigning any reason thereof.
9. Bidder who have submitted conditional bids to HBPCCL, their bids will be summarily rejected.

10. THIS IS A TURNKEY PROJECT WHICH INVOLVES CONSTRUCTION, PURCHASE OF EQUIPMENTS, SUPPLY AND INSTALLATION, VALIDATION OF EQUIPMENTS/AREA,

DQ, IQ, OQ, PQ, COMMISSIONING, REGULATORY CLEARANCE AND HANOVER TO EMPLOYER.

11. PROSPECTIVE BIDDERS CAN COLLECT TECHNICAL SPECIFICATIONS AND BOQS BEFORE 27.08.2021 @16:00 HRS AFTER SIGNING CONFIDENTIALITY AGREEMENT WITH HBPCL.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Employer's Authority to Delegate

The Employer may from time to time delegate to the Employer's Representative any of the duties and authorities vested in the Employer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor.

2. Instructions in Writing

Instructions given by the Employer shall be in writing, provided that if for any reason the Employer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer, whether before or after carrying out of the instruction shall be deemed to be an instruction, within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Employer any oral instruction of the Employer and such confirmation is not contradicted in writing within 7 days by the Employer, it shall be deemed to be an instruction of the Employer.

The provisions of this Sub-Clause shall equally apply to instructions given by the Employer's Representative and any assistants of the Employer or the Employer's Representative

3. Employer to Act Impartially

Wherever, under the Contract, the Employer is required to exercise his discretion by :

- (a) giving his decision, opinion or consent, or
- (b) expressing his satisfaction or approval, or
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised

4. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory to one another.

In case of discrepancy between the schedule of quantities, the specifications and or the drawings, the following order of preference shall be observed:

- (1) Description of Schedule of Quantities and scope of work
- (2) Particular specifications and special condition, if any

- (3) Drawings
- (4) Specifications (As, applicable and given in tender documents and as approved by the Employer)
- (5) Indian Standard specifications of B.I.S and other relevant reference standards, wherever applicable

If there are varying or conflicting provisions made in any one document forming part of the Contract, the Employer shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the Contract or release the contractor from the responsibility of execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

5. Site Operations and Methods of Construction

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction as per given in scope of work.

6. Cost of Securities

The cost of complying with the requirements of performance security and/or other securities, shall be borne by the Bidder.

7. Sufficiency of Tender

The Bidder shall be deemed to have based his offer on the data made available by the Employer in the Tender document and on his own inspection and examination, all as fore-mentioned. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the offer and of the rates and prices stated in the Financial Bid, all of which shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein

8. Programme to be Submitted

The Bidder shall, within 07 days from the date of issue of Letter of Acceptance/Award, submit to the Employer, a detailed programme including labour & material resources, in such form and detail as the Employer shall reasonably prescribe, for the execution and completion of the Works. The Contractor shall, whenever required by the Employer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution and completion of the Works.

9. Contractor's Superintendence

The Bidder shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Employer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.

The Bidder, or a competent and authorised representative approved of by the Employer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorised representative shall receive, on behalf of the Contractor, instructions from the Employer or, the Employer's Representative. If approval of the representative is withdrawn by the Employer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Employer.

10. Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein :

- (a) only such technical assistants as are skilled and experienced in their respective disciplines and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

11. Setting-out

The Contractor shall be responsible for :

- (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Employer or as required,
- (b) the correctness, subject as above mentioned, of the position, levels dimensions and alignment of all parts of the Works, and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities

If, at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer, shall, at his own cost, rectify such error to the satisfaction of the Employer.

12. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Employer or by any duly constituted authority, for the protection of the

Works or for the safety and convenience of the public or others. Storage space, if any, available at site may be provided to the contractor by the Employer. However all necessary security, safety arrangements for the materials, equipment, goods so stored shall be provided by the contractor

- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.
- (d) Screen all lights provided by the Contractor so as not to interfere with any signal light on the railways or with any traffic or signal lights of any local authority.

13. Care of Works

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate, when the responsibility for the said care shall pass to the Employer, Provided that:

- (a) if the Employer issues a Taking-Over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and
- (b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to or is otherwise required to finish such outstanding Works till the works have been completed

14. Responsibility to Rectify Loss or Damage

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Clause 16, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer.

15. Loss or Damage Due to Employer's Risk

In the event of any loss or damage happening from any of the risks defined in Clause 16, the Contractor shall, if and to the extent required by the Employer, rectify the loss or damage and the Employer shall determine an addition to the Contract Price and shall notify the Contractor accordingly. In the case of combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

16. Employer's Risks

The Employer's risks are :

- (a) (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,

- (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed,
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract,
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and any operation of the forces of nature (insofar as it occurs on the site) which a contractor could not have reasonably foreseen.

17. Insurance of Works

The Contractor shall, without limiting his or the Employer's obligations and responsibilities under Clause 13 to 16, insure:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
- (b) an additional sum of 15 percent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
- (c) The Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The insurance policy (All Risk Covered Policy) under this clause shall be issued by an acceptable insurance company. The insurance policy shall be in the joint names of the Contractor and the Employer and shall cover:

'The Employer and the Contractor against all loss or damage from whatsoever cause arising (including natural calamities, earthquake, subsidence, landslide, rock slide, flood, storm, cyclone, fire, theft, burglary, strike, riot, sabotage, terrorism), from the commencement date until the date of completion and issue of Taking-Over Certificate in respect of the Works.

18. Third Party Insurance

The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to person or any property, arising out of the performance of the Contract.

19. Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against

all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss or damage to any property

Which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Contractor has to note that safety of the materials whichever required for set up of this project .HBPCL will not be responsible for any theft or loss to any material lying at our premises.

20. Compliance with Statutes, Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of :

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye- law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.

21. Opportunities for other Contractors

The Contractor shall, in accordance with the requirements of the Employer, afford all reasonable opportunities for carrying out their work to:

- (a) any other contractors employed by the employer and their workmen,
- (b) the workmen of Employer, and
- (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the employer may enter into in connection with or ancillary to the Works

22. Clearance of Site on Completion

Before the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Employer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

23. Observance of Legislation

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the state or the Central Government or local authority, including, Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act provident fund regulations employees provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits and shall keep the Employer indemnified in case any action is commenced for contravention by the contractor.

If the Employer is caused to pay or reimburse any amounts for non-observance of the provisions of this clause on the part of the contractor, the Employer shall have the right to deduct from any moneys due to the contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. All registration and inspection fees if any, in respect of his work pursuant to the contract shall be to the account of the contractor.

24. Safety Provisions

The Contractor shall comply with all the precautions as required for the safety of the workman by the I.L.O Convention as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff deputed for execution and completion of works. The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

25. Suspension of Work

The Contractor shall, on the instructions of the Employer, suspend the progress of the Works or any part thereof for such time and in such manner as the Employer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Employer. Unless such suspension is:

- (a) otherwise provided for in the Contract, or
- (b) necessary by reason of extra-ordinary climatic conditions on the Site, or
- (c) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Employer or from any of the risks defined in Clause 16.

26. Employer's Determination following Suspension

Where, pursuant to Sub-Clause 25, this Sub- Clause applies the Employer shall, after due consultation with the Contractor determine

- (a) any extension of time to which the Contractor is entitled under Clause 28, and
- (b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension and shall notify the Contractor accordingly.

27. Time for Completion

The whole of the Works shall be completed within the time Completion Time stated in the Contract, calculated from the Commencement Date, or such extended time as may be allowed under Clause 28. THIS IS A TURNKEY BASIS TENDER AND CONTRACTOR HAS TO COMPLETE THIS **WITHIN 5 (FIVE) MONTHS** FROM THE DATE OF LETTER OF AWARD.

28. Extension of Time for Completion

The Employer may consider extension of time for completion of the works by the Contractor, if requested by the Contractor, In the event of:

- (a) the amount or nature of any extra or additional work, or
- (b) any cause of delay referred to in these Conditions by reference to clause 25, or
- (c) exceptionally adverse climatic conditions, or
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible, being such as fairly to entitle the contractor to extension of time for completion of the works or any section or part thereof, the Employer shall after due consultation with the contractor, determine the amount of such extension and shall notify the contractor accordingly.
- (f) Contingency of maximum 10% will be considered on contract value.

29. Liquidated Damages for Delay (Penalty)

If the Contractor fails to complete the execution of the works by the stated time for completion given in the Contract, then the Contractor shall pay to the Employer a sum of 1% of Contract Price per week of delay, as liquidated damages for such default and not as a penalty, for every day or part of a day which shall elapse between the relevant Time for Completion and the date of Actual Completion of the Works. The maximum amount of Liquidated Damages shall be 10% of the Contract Price. Provided that the provisions of this clause shall not be applicable for the extended time for completion in accordance with Clause 28.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

30. Taking-Over Certificate

When the whole of the Works have been completed and all the equipment and systems have satisfactorily passed the Tests on Completion and the equipment and systems and the complete BSL-3 vaccine manufacturing facility has been satisfactorily validated in accordance with the Contract, the works shall be considered as Completed by the Contractor. The Employer shall, within 21 days of the date of receiving a

completion notice from the Contractor, shall either issue to the Contractor, a Taking-Over Certificate/Completion Certificate, stating the date on which, in his opinion, the Works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which in the Employer's opinion, is required to be done by the Contractor before the issue of such Certificate.

31. Defects Liability Period

The expression "Defects Liability Period" shall be for 1 year (One year) and shall mean the specified period calculated from the date of completion and acceptance of the Works in accordance with Clause 30 and issuance of Taking-Over Certificate. The Contractor shall rectify and execute all such work of remedying defects, shrinkages or other faults, excluding fair wear and tear excepted, as the Employer may instruct the Contractor to execute, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection or observation made by the Employer.

All the installations, equipment/s, items, systems and services executed by the Contractor shall remain under Guarantee and Defects Liability for a period of one year, for delivering the design and approved performance of individual equipment and systems and the complete facility as a whole. Any defect or damage due to faulty material or improper workmanship, whenever notified during the Guarantee and Defects Liability period to the Contractor, shall be repaired and rectified by the Contractor to the satisfaction of the Employer, at his own cost.

If the contractor fails to timely rectify and execute any such instructed work of remedying defects, the Employer shall reserve the right to proceed and get all such work executed by another agency and debit the entire cost to the contractor and recover the amount from the money due or will become due for payment to the contractor.

32. Variations

The Employer may make any variation to the form, or the Scope of Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do any of the following:

- (a) execute additional work of any kind necessary for the completion of the Works
- (b) change any specified sequence or timing of construction of any part of the Works.

The provisions under this clause shall apply only to the varied works, which are not covered and included in the scope of the work given in the Contract.

Provided that, No such variation shall in any way vitiate or invalidate the Contract, but the effect and financial implication, if any, of all such variations shall be valued in accordance with Clause 33.

33. Valuation of Variations

All variations referred to in Clause 3.0 and any additions to the Contract Price which are required to be determined, shall be valued in the following order of preference:

- a) shall be valued at the rates and prices set out in the Contract if, in the opinion of the Employer, the same shall be applicable.
- b) If the contract does not contain any such rates or prices applicable to the varied work, the rates and prices in the Contract for similar works shall be used as the basis for valuation so far as may be reasonable and the

same shall be agreed upon between the Employer and the Contractor.

c) In the event of disagreement, the varied works shall be derived, as appropriate based on PWD norms as per market rate analysis.

Until such time as rates or prices are agreed or fixed, the Employer shall determine provisional rates or prices to enable on-account payments to be included in interim/adhoc payments certificates issued.

34. Force Majeure

The Contractor shall be under no liability for damage to the works, destruction of or damage to property (whether of the Institute or third party) or injury or loss of life, in consequence of any of the following risks whether by way of indemnity or otherwise:

- a) as a consequence of war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- b) Rebellion, revolution, insurrection, or military or usurped power or civil war.
- c) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof,
- d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

35. Terms of Payment

The Contractor shall submit a Statement for Payment in 2 copies to the Employer in each stage for the work executed upto the end of previous stage in a tabulated form, showing the amounts to which the Contractor considers himself to be entitled.

(a) The following stagewise percentage payments shall be considered for the final tender value :

- 1) 10% of the total project cost will be paid after issuing the work order.
- 2) 20% of the total project cost will be allocated for construction of the project as per below mentioned stages:
 - a) Out of that 20% amount will be paid after completion of foundation slab.
 - b) 15% will be paid after completion of basement slab (-1 floor).
 - c) 15% will be paid after completion of 1st floor slab.
 - d) 15% will be paid after completion of 2nd floor slab.
 - e) 15% will be paid after completion of finishing work.
 - f) 10% will be paid after statutory clearance.
- g) 10% Retention Money will be released after 1 (one) years after receipt of taking over certificate.
- 3) 50% of the total project cost will be allocated for capital goods/equipments of the project as per below mentioned stages on pro rata basis:
 - a) 50% amount will be paid after supply and successful installation.

- b) 30% will be paid after successful testing and commissioning.
 - c) 10% will be paid after statutory/validation clearance. (all concerned documents)
 - d) 10% Retention Money will be released after 1 (one) years after completion of work.
- 4) 10% amount will be paid after statutory clearance of total project.
- 5) 10% Retention Money will be released after 1 (one) years ,after receipt of taking over certificate.

Note :- If Civil work cost is more than 20%, then all such additional bill amount will be paid on pro-rata basis. (60% will be paid as running bill / 30% will be paid after commissioning & testing & 10% Retention Money)

(b) The amount to be deducted towards the advance income tax and any other deduction in statutory requirements in this regard.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Employer for payment until the performance security has been provided by the Contractor and Contract Agreement has been signed.

36. Place of Payment

Payments to the Contractor shall be made by the Employer, within 15 days of submission of Bill, in Indian Rupees into a bank account or accounts nominated by the Contractor or by Account Payee Cheque/Demand Draft/ RTGS transfer.

37. Retention Money

A retention amounting to 10 (Ten) percent of the total tender value, determined in accordance with the procedure set out in Clause 36.0 shall be made by the Employer in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of retention money, which will be Ten Percent (10%) of the Contract Price.

38. Payment of Retention Money

The retention money amount shall be released to the contractor on successful completion of the works and acceptance of the Works in accordance with Clause 38.0 and issuance of Taking-Over Certificate by the Employer.

No interest shall be paid to the contractor on retention money. Payment will be made after completion of 1 year from date of handover.

39. All works will be recorded in measurement books on weekly basis.

40. Breakdown of Lump-Sum Price

To facilitate release of Running Account Bill payments, the Contractor shall submit a detailed Price Breakup of Lump-Sum Priced item/s, if any, given in the Price/Financial Bid.

41. Taxation

The contractor shall pay all taxes, duties, levies, GST, etc. as applicable. Deduction of Income-Tax and other statutory taxes shall be made from each certificate of payment as per the relevant provisions of the Income Tax and/or other statutory authority.

42. Settlement of Disputes

If a dispute of any kind whatsoever arise between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer, the matter in dispute shall, in the first place, be referred in writing to the Employer. Such reference shall state that it is made pursuant to this Clause. On receipt of such reference the Employer shall give notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Employer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision, then either the Employer or the Contractor may give notice to the other party of his intention to commence arbitration as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute. The Arbitrator/s shall be appointed by the Managing Director, Haffkine Bio-Pharmaceuticals Corporation Ltd.

Where notice of intention to commence arbitration as to dispute has been given, arbitration of such dispute shall not be commenced unless, the parties have explored the possibility of conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. When such conciliation has failed, the parties shall adopt the procedure for arbitration, as per Indian Arbitration and Conciliation Act 1996.

For settlement of all disputes & Arbitration the place of jurisdiction shall be Mumbai, Maharashtra.

43. Default of Contractor

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary

bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of, his creditors or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganisation, arrangement or readjustment of debts proceedings are, commenced against the Contractor or resolution passed in connection with dissolution or liquidation or, if any, step are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if, any act is done or event occurs with respect to the Contractor or his assets which under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has an execution levied on his goods, or if the Employer certifies, with a copy to the Contractor, that, in his opinion the contractor

- (a) has repudiated the Contract, or
- (b) without reasonable excuse has failed
 - (i) to commence and complete the work in accordance with contract, or
 - (ii) to proceed with the Works, or any section thereof, within 28 days after receiving notice , or
- (c) despite previous warning from the Employer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of the obligation under the Contract, then for the avoidance of doubt the contractor shall be in default of its obligations under this contract and furthermore the Employer may, after giving fourteen days' notice to the Contractor, enter upon the Site and expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works.

44. Valuation at Date of Expulsion

The Employer, as soon as may be practicable after any such entry and expulsion by the Employer, shall fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify :

- (a) what amount (if any) had, at the time of such entry and expulsion, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and
- (b) the value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

45. Default of Employer

In the event of the Employer:

- a) becoming bankrupt or being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- b) giving notice to the Contractor that for unforeseen reasons, due to economic dislocation, it is impossible for

him to continue to meet his contractual obligations, the Contractor shall be entitled to terminate his employment under the contract by giving notice to the Employer, with a copy to the Employer. Such termination shall take effect 14 days after the giving of the notice.

46. Payment on Termination

In the event of such termination by the Contractor as per Clause 49.0, the employer shall determine the amount due or payable to the contractor, but in addition, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

47. Water Supply & Power Supply

Water and power supply at site for drinking purpose as well as for construction purpose shall be made available to the contractor. However, the contractor shall make his own arrangements at his cost to avail water and power from the source/s made available at site by the Employer. Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period.

48. Arrangement of Labour and workers

The contractor shall make his own arrangement for labour and workers required to execute and complete the works and shall make all the required arrangements for travel, food, lodging etc. at his own cost and the cost of the same is deemed to have been included in the quoted price. Labour hutments shall not be allowed inside the campus of Haffkine Bio-Pharmaceutical Corporation Ltd.

49. TRAINING

On completion of the work, the contractor shall provide training to the Employer's staff. The training shall cover the following aspects:

- a) Handling, operation, servicing and maintenance of all the equipment/s, systems, services and engineering installations in the facility.
- b) Training on emergency response in situation like fire, spill, power outage etc.
- c) Training on carrying out laboratory fumigation
- d) Training on loading & unloading of autoclave and selection and operation of decontamination cycle
- e) Training on operation of effluent decontamination system
- f) Any other training, as desired and requested by the Employer on the installations made by the contractor.

50. PRICE ESCALATION

No price escalation shall be considered or paid during the Contract period including the operations and maintenance period. The price quoted by the bidders for executing the works on 'Turnkey Basis' in the Price/Financial Bid shall remain fixed and firm during the entire contract period.

52. STATUTORY CLEARANCE

Bidder will be responsible for taking necessary permissions from Municipal Corporation of Greater Mumbai (MCGM), Maharashtra Pollution Control Board (MPCB), Dept. of Industries for Boilers, PESO or any other statutory permissions regarding this project.

53. Since it is a vaccine manufacturing plant standards to be followed as per cGMP guidelines, Indian Pharmacopoeia, Biosafety standards as per dept. of biotechnology guidelines, Ministry of science & technology Govt. of India.

54. THIS IS A TURNKEY PROJECT WHICH INVOLVES CONSTRUCTION, PURCHASE OF EQUIPMENTS, SUPPLY AND INSTALLATION, VALIDATION, INSTRUMENTS CALIBRATIONS OF EQUIPMENTS /AREA, DQ,IQ,OQ,PQ, COMMISSIONING, REGULATORY CLEARANCE AND HANDOVER TO EMPLOYER. PROJECT TO BE COMPLETED WITHIN 5 MONTHS PERIOD.

55. BOQ MAY CHANGE UPTO 10% OF CONTRACT VALUE & BIDDER SHOULD ALSO UNDERSTAND FACT THAT THERE MIGHT BE SLIGHT VARIATION IN SCOPE OF WORK GIVEN IN THESE TENDER DOCUMENTS.

56. CONTINGENCY HAS TO BE CONSIDERED BY BIDDER UPTO 10% OF CONTRACT VALUE.

57. PROSPECTIVE BIDDERS CAN COLLECT TECHNICAL SPECIFICATIONS AND BOQS BEFORE 27.08.2021 @16:00 HRS AFTER SIGNING CONFIDENTIALITY AGREEMENT WITH HBPCCL.

SECTION - IV

SUBMISSION OF BID

4.1 The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

- (i) Cover 1 (Technical Bid): The “Technical Bid” submitted through online should contain a Cover Letter in the tenderer’s letter head with fully furnished information and supporting documents required in the Qualification Criteria of the Bid document, the Power of attorney of person authorized to sign the bid, including the following :
 - (a) Original bid documents of all pages or Bid Documents duly signed by authorized person and stamped.
 - (b) The Bidders detailed Technical Proposal comprising of offered equipments, clause by clause compliance to the technical requirements and specifications given in the tender, proposed equipment and item along with their specifications and drawings, catalogues/ brochures and reference to BSL-3 laboratory facilities where similar items have been installed by the bidder. It may be noted that merely copying the technical requirements and specifications given in the tender shall not be accepted. The technical compliance sheet should be furnished clearly without leaving any column unattended failing which the tender will be summarily rejected.
 - (c) The schedule/program for execution and completion of the Project Works
 - (d) Scanned copy of EMD must be attached
 - (e) Copies of past work experiences and income tax return for the past three financial years as mentioned above.
 - (f) Technical bid to be submitted in .rar format by online mode and hard copy of this technical bid to be submitted before due date to our address.
- (ii) Cover-2 (Price Bid) - The **Financial/Price Bid** of bidder to be submitted by online mode only and it is to be submitted in .xls format only. Price bid will be opened on a suitable day after uploading the technically evaluated compliance sheet which will be intimated to the qualified Bidders in advance.

After uploading technical and commercial bid payment to be done by online mode freeze bid procedure to be completed on www.mahatender.gov.in. Then only bidder will receive acknowledgement of the submitted bid. It is to be provided at the time of submission of technical bid.

A Bidder/Firm shall submit only one bid for the above specified work. In case more than one Bid is submitted by a single firm, none of their bids will be considered.

4.2 EVALUATION OF BIDS

4.2.1 Bid Security

Bidder has to submit earnest money deposit in the form of demand draft / online payment / bank guarantee.

4.2.2 Qualification of the bidder

The Bidder shall meet the following Qualification Criteria requirements:

Clause	Criteria
1.	<p>The Firm shall have Experience of successfully completed 'Similar work of Construction of Biosafety Level-3 or Higher Containment Laboratory' during the last 10 years for any Govt. Dept or reputed Organization/Institute, as under:</p> <p>Minimum 3 similar project of Establishment of BSL-3 facility out of which minimum one should not be less than Rs. 20.00 Crores in last 10 years</p> <p>The experience of completed works shall be in the name of Bidder Company.</p> <p>Experience of completed works in Subsidiary/Group Company, Joint Venture Company or as sub-contractor shall not be considered and accepted.</p>
2.	<p>The Firm shall have an average annual turnover of minimum Rs. 80.00 Crores in the last 3 financial years (i.e. F/Y 2017-18 , 2018-19 & 2019-20). Certified True Copy of Audited Balance Sheets for all the three financial years shall be submitted.</p>
3.	<p>The Firm shall have the experience for providing Operation and Maintenance Services and shall have at least two ongoing Operation and Maintenance Service Contract for BSL-3 or higher containment laboratories. Details shall be submitted along with copies of work orders from the client.</p>
4.	<p>The Firm shall not have been blacklisted, debarred or expelled by any Central /State Government Department or any PSU's etc. during the last 5 years. The firm shall submit an affidavit duly notarized certifying the above.</p>
5.	<p>The Firm shall have valid PAN Number, GST Registration, ESIC & PF Registration with the concerned authorities. Copy of registration certificates shall be submitted.</p>

The Firm shall meet all the above requirements. Firm not meeting the above requirements shall be disqualified his Bid/Tender/Offer shall not be evaluated further and shall be summarily rejected.

4.2.3 Technical Bid Opening

- 1) Bids shall be opened at **HBPCL, Parel, Mumbai-12** on the date mentioned in the tender document on **09- 09-21** at **16:30 hrs** with proper intimation to the tenderers and in presence of their representatives.

If the Bid Security is not found as prescribed, the bid shall be rejected on the spot. The Technical Bid downloaded and compliance sheet submitted by the tenderers will be evaluated by the Internal Technical Committee for qualifying the tenderers for price bid opening.

- 2) The HBPCL will examine the complete bid to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and stamped, whether the bidders meet the laid down Experience and other Criteria requirements, whether the bidder meets the Technical requirements and whether the bids are generally in order. Bids of parties who do not accept the conditions laid down in the bid documents are also liable to be rejected.

3) Only detailed and complete bids received prior to the closing time and date of the bids will be considered as valid.

- 4) The bidder's names, the presence of the requisite bid security, summary of prices quoted by the Bidders and such other details as the Employer, at his discretion may consider appropriate will be announced at the time of bid opening.

4.3 Technical Evaluation

The technical evaluation of Bids to ascertain the Bidders experience, capabilities & capacity shall be done through marking system. The marking will be done based on the documentary evidence and information submitted by the Bidder and verification done. The marking will be done against each of the given attribute, as under :-

S.N.	Attributes	Max. Marks	Evaluation and Marking Criteria for compliance and meeting the stipulated requirement	
1.	Work Experience Experience of successful completion of Projects/Works of BSL-3 Higher Containment (BSL-3/BSL-4) Laboratories	25	If successfully completed 3 similar BSL-3 or higher containment Laboratory projects with at-least one project of value of Rs. 20.00 Crore (Meets Minimum criteria)	15 Marks
			If successfully completed 4 similar BSL-3 or higher containment Laboratory projects with at-least one project of value of Rs. 20.00 Crore (Exceeds Minimum criteria)	20 Marks
			If successfully completed 5 or more similar BSL-3 or higher containment Laboratory projects with at-least one project of value of Rs. 20.00 Crore (Exceeds Minimum criteria)	25 Marks
2.	Financial Strength Average Annual Financial Turnover during immediate last three financial years ending 31 st March 2020	20	Average Annual turnover during last three financial years upto Rs. 80 Crore (Meets minimum requirement)	10 Marks
			Average Annual turnover during last three financial years upto Rs. 90 Crore (Exceeds minimum requirement)	15 Marks
			Average Annual turnover during last three financial years more than Rs. 90 Crore (Exceeds minimum requirement)	20 Marks
3.	Experience of AMC Services Experience and setup for providing Operation and Maintenance Services for BSL-3 or higher containment laboratory	10	Minimum 2 ongoing AMC contracts for BSL-3 or higher containment Laboratories (Meets Minimum requirement)	05 Marks
			More than 2 ongoing AMC contracts for BSL-3 or higher containment Laboratories (Exceeds Minimum requirement)	10 Marks
4.	Manufacturing Capability If manufacturing setup/facility owned and the Bidder is a manufacturer of critical equipment and components required for the works	20	If bidder who else is permitted has experience and has successful installations of following critical items in BSL-3 or higher containment laboratories: Note – Full marks on meeting the requirement and zero marks on not meeting the requirement	20 Marks
			i) Double Door Autoclave	4
			ii) Steam Type Biological Effluent Decontamination System	4
			iii) Glove Box Isolater	4
			iv) HEPA filters with Containment Housing	4
			v) VHP Pass Box	4
5.	<u>Presentation</u>	25	Company profile	5
			Time line achievement plan / Action plan	10
			Capacity of the firm	5
			Profession/earlier work	5

In order to get 'Technically Qualified' for opening of Price Bid and further evaluation of the Bid, the Bidder

must score minimum total of 70 Marks. Bidder/s scoring less than 70 Marks shall be disqualified and their Price Bid shall not be opened and their Bid shall be summarily rejected and shall not be further evaluated.

If required, the Bidders may be called for a detailed explanation of their submitted Technical Bid or for a Technical Presentation to demonstrate the compliance of their Bid to the Technical Requirements and Specifications given in the Bid Documents.

If required HBPCCL team may visit the bidders completed project as a part of technical evaluation.

4.4 'Financial (Price) Bids' of only those bidders shall be considered for evaluation, whose Bid shall meet the Technical Requirements and Specifications given in the Bid Documents, shall have the capacity and capability to execute and complete the Contract. The Decision of the Employer in this regard shall be final and binding on the Bidders.

1. The Bidder offering the Lowest Price Bid and whose offer is responsive to the tender requirements shall be considered for Award of Work.
2. If required, Price Negotiations may be carried out with the Lowest Bidder considered for award of work, before placement of Order.
3. While considering lower bidder overall lowest price will be consider i.e. establishment of turn-key project cost and 5 years AMC cost will be considered while calculating L1 Bidder.
4. The quoted rates in Bill of Quantities (Financial Price Bid) **shall be in Indian Rupees only** and shall include cost of the materials, equipment/item, stores, freight, insurance, transit insurance, packing & forwarding, transport loading & unloading, customs duty and clearance charges for imported goods, inspection/inspective certificate charges etc. and including all other incidental charges whichever is applicable for the equipment/item supply, erection, installation, testing and commissioning with all men, material, tools & tackles complete in all respect only. The GST will be paid to the successful bidder on negotiated final rates.
5. The price should be given both in figures and words. The rates quoted in ambiguous terms such as 'freight on actual basis' or 'taxes as applicable extra' or 'packing forwarding extra' or offers with price variation Clause will not be accepted, and such Bids shall be summarily rejected.

PRE BID MEETING:

Pre bid meeting will be held for the vendors for any further clarifications on the date and time mentioned in the tender. Participation in the pre-bid meeting and visiting the lab site before submitting the tender is mandatory.

SECTION - V

LETTER OF TRANSMITTAL

Name of Work: ESTABLISHMENT OF BULK VACCINE MANUFACTURING FACILITY (FOR WHOLE VIRION INACTIVATED CORONA VIRUS ANTIGEN PRODUCED USING VERO CELL-BASED PLATFORM, THAT PROPAGATES THE VIRUS, EXPRESSING THE VIRAL SPIKE (S) PROTEIN OF SARS-COV-2) ON 'TURNKEY BASIS'

**To,
The Managing Director,
Haffkine Biopharmaceutical Corporation Ltd. ,
Acharya Donde Marg, Parel,
Mumbai, Maharashtra 400012**

Sir,

Having visited the Site, ascertained the Site conditions and examined the Press Notice and Bid Documents for the above project, I/we hereby submit our Bid along with relevant information and documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold the Tendering Authority / Client responsible on any account in this regard.
3. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the Bid Documents.
5. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of 180 **days** from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the Conditions of Contract and the terms and conditions mentioned in the Bid Documents.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of Tendering Authority / Client, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
9. We understand that you are not bound to accept the lowest or any Bid you may receive.
10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
11. I/we hereby certify that all the statement made and information supplied in the enclosed Forms and accompanying statement are true and correct.
12. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
13. I/we submit the requisite certified solvency certificate and authorize the Tendering Authority to approach the bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the Tendering Authority to approach individuals, employers, firms and corporation to verify our competence and general reputation.

14. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following **eligible similar** works:

S. No.	Name of work	Certificate From

Certificate:

15. **It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that i/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us found to be incorrect.**

16. Unless and until a formal Agreement is prepared and executed for this tender, subject to your written acceptance of our bid thereof, this Bid Form shall constitute a binding contract between us.

17. We enclose;

- a. All documents as per the checklist (Annexure-A)
- b. Bank guarantee for ₹. _____ (₹. _____ only) issued by _____ (name of the bank) valid until _____ towards EMD.

Dated this.....day of.....**2021**

Signature

Name..... in the capacity of

duly authorized to sign Bids for and on behalf of.....

Address

.....

Telephone No:

Email ID:

FINANCIAL INFORMATION**Name of Bidder Firm/Company: M/s _____**

i) Financial Details- Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income tax Department (Copies to be attached) and **duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.**

ii) Gross Annual Turnover for last three years ending **31.03.2020**

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2017-2018	Rs.
2018-2019	Rs.
2019-2020	Rs.
Average Annual Turnover over the past three years	Rs.

iii) Profit / Loss for last Five years ending **31.03.2020**

Financial Information in Rs. Equivalent	For year 2015-2016	For year 2016-2017	For year 2017-2018	For year 2018-2019	For year 2019-2020
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

iv) Solvency certificate from Bankers of the bidder in the prescribed Form “B”.

Signature of Chartered
Accountant with Seal

SIGNATURE OF BIDDER & SEAL

SOLVENCY CERTIFICATE

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Shri having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs.(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank with Seal

NOTE :-

- (1) Scanned copy of this Solvency Certificate to be uploaded at the time of submission of bid and original to be deposited in the office of the Material Manager, HBPCL, Mumbai within the period of Bid submission).
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.
- (3) The certificate should not be more than 1 month old from the original date of submission of tender

DETAILS OF EXECUTED WORKS OF SIMILAR NATURE

Name of Bidder Firm/Company: M/s _____

Sl.No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of Work In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/Arbitration Pending/ in Progress with details*	Name & address/Telephone No. of officer to whom reference may be made	Whether the work was completed as primary contractor or on back-to-back basis. Also indicate all component of works as per requirement of similar nature of work executed or not.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

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

Certified that the above list is complete and no work has been left out and that the information given is correct to my/our knowledge and belief.

Copy of completion certificate/s shall be submitted in support of above information/details

SIGNATURE OF BIDDER & SEAL

STRUCTURE & ORGANIZATION

01.	Name & Address of the Bidder	
02.	Telephone No. / Email/	
03.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
04.	Particulars of registration with various Government bodies (<i>attach attested photocopy</i>)	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
05.	Names and Titles of Directors & Officers with designation to be concerned with this work	
06.	Designation of individuals authorized to act for the organization.	
07.	Has the bidder, or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give details.	
08.	Any other information considered necessary but not include above.	
09	GST Number	
10	PAN Number	

SIGNATURE OF BIDDER WITH SEAL

AFFIDAVIT

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any State/Central Departments/PSUs/Autonomous bodies during the last 5 years of its operations. Further that, if such an information comes to the notice of the department then I/we shall be debarred for bidding in HBPCL in future forever. Also, if such an information comes to the notice of department on any day before or after date of start of the work, the Tendering Authority / Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid and original to be deposited in the office of the Materials Manager, HBPCL, Mumbai within the period of Bid submission)

NOTE: Affidavit to be furnished on a ‘Non-Judicial’ stamp paper worth Rs.500/-.

SIGNATURE OF
BIDDER WITH

SEAL

Signature of Notary with seal

AFFIDAVIT

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that , if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in HBPCL in future for ever. Also, if such a violation comes to the notice of Department before or after date of start to work, the Tendering Authority / Engineer-in- Charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid and original to be deposited in the office of the Materials Manager, HBPCL, Mumbai within the period of Bid submission)

NOTE : Affidavit to be furnished on Non Judicial Stamp paper worth Rs. 500/-

SIGNATURE OF
BIDDER WITH SEAL

Signature of Notary with seal

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

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

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

(Scanned copy of this Notarized Power of Attorney to be uploaded at the time of submission of bid and original to be deposited in the office of the Materials Manager, HBPCL, Mumbai within the period of Bid submission)

NOTE : Power of Attorney to be furnished on Non Judicial Stamp paper worth Rs. 500/-

SIGNATURE OF
BIDDER WITH SEAL

Signature of Notary with seal

FORMAT FOR EMD/ BID SECURITY BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,
The Managing Director,
Haffkine Biopharmaceutical Corporation Ltd. ,
Acharya Donde Marg, Parel,
Mumbai, Maharashtra 400012

Dear Sir,
WHEREAS, M/s _____ (Name of the Bidder/contractor) (hereinafter called "the contractor") has submitted his tender dated _____ (date) for the construction of _____ (name of work) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto **The Managing Director, HBPCL, Mumbai** in the sum of Rs. _____ (Rs. in words _____) for which payment well and truly to be made to the said **Managing Director, HBPCL, Mumbai**, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2021.

THE CONDITIONS of this obligation are :

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Tendering Authority:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the **Managing Director, HBPCL, Mumbai** either up to the above amount or part thereof upon receipt of his first written demand, without the **Managing Director, HBPCL, Mumbai** having to substantiate his demand, provided that in his demand the **Managing Director, HBPCL, Mumbai** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the **Managing Director, HBPCL, Mumbai**, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

We shall not revoke this guarantee during its currency except with your previous consent in writing. This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm. Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

DATE

SIGNATURE OF THE BANK

SEAL

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,
The Managing Director,
Haffkine Biopharmaceutical Corporation Ltd. ,
Acharya Donde Marg, Parel,
Mumbai, Maharashtra 400012

Dear Sir,

In consideration of the **Managing Director, HBPCCL, Mumbai**, (hereinafter called “The Employer”) having offered to accept the terms and conditions of the proposed agreement between **Managing Director, HBPCCL, Mumbai**, and _____ (hereinafter called “the said Contractor”) for the work _____ (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) in favor of **Managing Director, HBPCCL, Mumbai**, as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as “the Bank”) hereby undertake to pay to the Employer an amount not exceeding Rs. _____ (Rupees _____ Only) on demand by the Employer.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Employer stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We, the said bank further undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the 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 Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Employer, certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) 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(s) or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

Dated theday offor.....(indicate the name of the Bank)

DATE

SIGNATURE OF THE BANK

SEAL

FORMAT OF AGREEMENT

(on Rs. 500/- non-judicial stamp paper)

This Agreement is made on the __day of _____ 2021, between National Institute for Research in Tuberculosis, Chetpet, Chennai, represented by _____ (hereinafter called "**The Employer**") who enters into this Agreement of the one part and M/s _____ (hereinafter called "**The Contractor**") of the other part.

Whereas The Employer is desirous that certain Works should be executed by the Contractor, viz *Establishment of BSL-3 Drug Substance Bulk Vaccine Manufacturing Facility for Covid-19 Vaccine on Turnkey Basis at HBPCCL* ("**The Works**") and has accepted a Bid/Offer by the Contractor for the execution and completion of The Works and the remedying of any defects therein during the defect liability period, at a total estimated contract value of Rs. _____.

Now this Agreement witnesseth as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Award Ref. No. _____
 - (b) The said Bid and the offer Ref. No. _____;
 - (c) The Tendered Scope of Work and Technical Specifications;
 - (d) The Tender Drawings;
 - (e) Instructions to Bidders;
 - (f) The Conditions of Contract;
 - (g) The Priced Bill of Quantities;
 - (h) Any other relevant documents referred to and attached in this Agreement or in the aforementioned documents;
3. In consideration of the payments to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by this Contract
5. This Contract shall remain valid and continue to be in-force until the Contractor has successfully completed The Works and has remedied the defects therein and completed the defects liability period.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Binding Signature & Stamp of [Employer]
For and on Behalf of National Institute for
Research in Tuberculosis, Chennai
Name& Designation

Binding Signature & Stamp of [Contractor]

Name& Designation

In the presence of:

Witness (1)

Witness (2)

* Agreement format may be change as per the directives of Hon'ble. Managing Director, HBPCCL.

FORM-L

CHECKLIST

TECHNICAL BID - Part I

S. N.	Name of Document	Mode of Submission
1.	Bank Guarantee of any Scheduled Bank against EMD/Online EMD paid receipt	Original to be submitted in the office of Materials Manager, HBPCCL, Mumbai, before deadline for submission of Bid & Copy Online
2.	Bid processing Fees Acknowledgement / Receipt	

TECHNICAL BID - Part II

S. N.	Name of Document	Mode of Submission
1	Solvency Certificate (Form-C)	Original to be submitted in the office of Materials Manager, HBPCCL, Mumbai, before deadline for submission of Bid & soft Copy Online mode
2	Affidavit (Form F)	
3	Affidavit (Form G)	
4	Power of Attorney (Form H)	
5	Financial Information (Form B)	Online
6	Details of executed Works of Similar Nature and work order/completion certificates (Form D)	Online
7	Structure & organization (Form E)	Online
8	Certificate of Registration for GST registration in the State of Maharashtra and acknowledgement of latest return filed. If the bidder has not obtained GST registration in the state, than the bidder shall upload following undertaking with the bid document " If work is awarded to me, I/we shall obtain GST registration certificate within one month from date of receipt of award letter or before payment of 1st R.A. bill. "	Online
9	Letter of Transmittal (Form A)	Online
10	Complete Bid Documents including all the clarifications / amendments issued	Online

FINANCIAL BID :

S.N.	Name of Document	Mode of Submission
1.	Price Bid	Online

Note: The bidders are required to submit all documents duly authenticated by digital signatures. Original documents as required to be submitted must be before the date and time fixed for opening of bid either by registered post or by hand failing which the bid will be declared non-responsive and shall be rejected.

SECTION - VI

SCOPE OF WORK

The Scope of the work under the tender includes

1. Civil,PEB,electrical and plumbing work for the facility
2. Floor finishing including epoxy coating,coving PU Painting
3. Critical utilities system piping and pendent based distribution(WFI/PW/DI/CA/PS etc.)
4. HVAC system including AHU and ducting
5. Cold rooms ,DEEP FREEZERS
6. Supply and installation of all process and clean room equipment for vaccine manufacturing
7. Electrical MV and LV system
8. Integrated Building Management systems including access control,CCTV,fire alarm system,public address system,fire hydrant,ETP,STP
9. Miscellaneous items.
10. This 110 mds (capacity per annum) Covid Vaccine manufacturing project is to be completed within 5 months (4 months construction purpose and 1 months for testing and commissioning) timeline.This is a turnkey tender which involves purchase of equipments, installation,calibration, validation, regulatory clearance/certification and final handover to HBPCL.
11. Before execution of any work all designs/drawings,schematics shall be approved by employer and our technical consultant.
12. **THIS IS A TURNKEY PROJECT (110 mds per annum capacity) WHICH INVOLVES CONSTRUCTION, PURCHASE OF EQUIPMENTS , SUPPLY AND INSTALLATION, VALIDATION OF EQUIPMENTS/AREA, DQIQ,OQ,PQ, COMMISSIONING,FINAL DOCUMENTATION,TRAINING, REGULATORY CLEARANCE AND HANOVER TO EMPLOYER.PLANT TO BE CONSTRUCTED AS PER cGMP GUIDELINES,IP,BIOSAFETY GUIDELINES AS PER DEPT.OF BIOTECHNOLOGY,GOVT.OF INDIA.**
13. **PROSPECTIVE BIDDERS CAN COLLECT TECHNICAL SPECIFICATIONS AND BOQS BEFORE 27.08.2021 @16:00 HRS AFTER SIGNING CONFIDENTIALITY AGREEMENT WITH HBPCL.**

ANNEXURE - VII

PRICE BID

VII.1 The rates to be quoted for each item of the Price Bid/BOQ in Indian Rupees, both in figures and words for the execution of work on 'Turnkey Basis' including all the required material, labour, accessories, taxes, duties, GST etc. as applicable. The Price Schedule with rates and amount duly filled in and signed shall be submitted by online mode only in .xls format as specified in tender documents.

Item No.	Item / Work Description	Rate (In Figures)	Rate (In Words)	Amount
1.	Quote for Civil Structural PEB Work (Annexure- A)			
2.	Quote for HVAC Work (Annexure-B)			
3.	Quote for Electrical Work (Annexure-C)			
4.	Quote for Process Equipments (Annexure-D)			
5.	Quote for Utility Work (Annexure-E)			
6.	Quote for Instrument & SS Furniture Work (Annexure-F)			
7.	Quote for Water System Work (Annexure-G)			
8.	Quote for BMS System Work (Annexure-H)			
	TOTAL (A) - In Figures (Rs.)			
	TOTAL (A) – In Words (Rs.)			

(Signature & Seal of Bidder)

VII.2 Comprehensive Operation & Maintenance Services of the executed works under the contract for establishment of BSL- 3 facility for covid-19 vaccine manufacturing including spares and consumables as given in the Scope of Work/BOQs. The comprehensive operation & maintenance services shall be at the discretion of the Employer and may be availed for a period of 1-5 years, as required and decided by the Employer. The rates quoted by the Bidder shall be inclusive of required material, labour, accessories, tools & tackles etc., taxes, duties & levies for the complete work and shall remain firm, fixed and valid for acceptance for the entire duration and shall remain binding on the Bidder. The quoted rates for comprehensive operation & maintenance services shall be considered for evaluation of Price/Financial Bids.

Item No.	Item / Work Description	Unit	Qty.	Rate (In Figure)	Rate (In Words)	Amount
B.	<u>Comprehensive Operation & Maintenance Services</u> Providing Comprehensive Operation and Maintenance Services for Five Years after Handing Over including providing required manpower, tools and tackles, spares, consumables, taxes, duties & levies etc., Annual Validation of the facility, complete as given in the Scope of Work, Specifications and Conditions of Contract					
B.1	During 1st Year, after Handing Over	LS Job	1			
B.2	During 2 nd Year, after Handing Over	LS Job	1			
B.3	During 3 rd Year, after Handing Over	LS Job	1			
B.4	During 4 th Year, after Handing Over	LS Job	1			
B.5	During 5 th Year, after Handing Over	LS Job	1			
	TOTAL (B) - In Figures					
	TOTAL (B) - In Words					
	GRAND TOTAL (A+B)- In Figures					
	GRAND TOTAL (A+B) - In Words					

Lowest bidder will be considered on the basis of point no.VII.1 and VII.2 i.e. total rate of turnkey project and 5 years CMC quotes will be taken into consideration.

(Signature & Seal of Bidder)