



TICEL BIO PARK LIMITED.
(A UNIT OF TICEL & TIDCO)

TICEL BIO PARK LIMITED – I & II
NO.5, CSIR ROAD, TARAMANI, CHENNAI – 600 113

TENDER FOR OUTSOURCING SECURITY AND FIRE FIGHTING SERVICES

VOLUME – I
TECHNICAL BID
GENERAL TERMS & CONDITIONS OF CONTRACT, SCOPE OF
WORK & PRE-QUALIFICATION

TENDER NO: TICEL/CHN/SECURITY SERVICE/2025

LAST DATE OF SUBMISSION

ON OR BEFORE 3.00 P.M ON 12.03.2025

FEB 2025


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VOLUME -I

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Section - 1

TENDER NOTICE

Tender Notice has been released in dailies on 26.02.2025 and copy is reproduced below:

 TICEL BIO PARK LTD (TIDCO Centre for Life Science) CIN: U45309TN2001PLC047979 No.5, CSIR Road, Taramani, Chennai - 600 111, Ph: +91 44 2254 2060 / 81 / 62, Email: md@ticebiopark.com						
TICEL invites Tender for the following service for TICEL Bio Park - I & II, CSIR Road, Taramani, Chennai - 600 113.						
Sl. No.	Name of the Tender	Tender Document fee (in Rs.)	EMD (in Rs.)	Prebid Meeting @ TICEL Bio Park @ Chennai	Last Date of Submission @ TICEL Bio Park, Chennai	Date of Bid Opening @ TICEL Bio Park, Chennai
1.	Security & Fire Fighting Services (24X7)	6,000/- (inclusive of GST)	1,10,000/-	05.03.2025 @ 11 A.M.	12.03.2025 before 3 P.M.	12.03.2025 @ 3.30 P.M.
Tender documents can be downloaded from TICEL's website viz www.ticebiopark.com from 26.02.2025 to 11.03.2025. The downloaded tender documents should be submitted by the bidder along with Tender Document Fee of Rs.6,000/- and EMD for Rs.1,10,000/- in the form of crossed Demand Draft drawn in favour of TICEL Bio Park Ltd., Payable at Chennai. Tender documents downloaded from the website which are submitted without the non-refundable Tender Document Fee and EMD will be summarily rejected. TICEL reserves the right to accept / reject any one / all the tenders without assigning any reason. DIPR/.../Tender/2025 Managing Director						

8 x 6 cm

Section - 2

INFORMATION ABOUT TICEL BIO PARK, CHENNAI

TICEL BIO PARK Ltd is an Bio technology park situated in the city of Chennai, India. The name TICEL is a portmanteau of TIDCO Centre For Life Sciences. TICEL is promoted by Tamilnadu Industrial Development Corporation Ltd. (TIDCO), has established a state-of-the-art Bio Park with laboratory infrastructure for Biotechnology Research & Development in technical collaboration with Cornell University, USA at Chennai. TICEL BIO PARK, Chennai extends to a plot area of 5 acres, consists of two-Phase blocks. Phase-I (G+5 floors) building of 1.5 lakh sq.ft was operational from 2005 and Phase-II block (3 Basement + Mezzanine + 12 Floors) was operational from 2016. Campus is equipped with food court and space to park 2500 two wheelers and 300 cars. The buildings consist of various Civil, Electrical, Mechanical, Scientific Facilities.

Now TICEL proposes to appoint a reputed and experienced agencies for carrying out Security and Fire Fighting services on 24x7 basis as per the scope of work defined in the tender documents. TICEL invites Tender for carrying out Security and Fire Fighting Services as per the terms and conditions stated in the document:

Section - 3

PRE-QUALIFICATION CONDITIONS

TICEL BIO PARK LTD, Chennai invites Tender from reputed **SECURITY AND FIRE FIGHTING SERVICES** providing companies for safeguarding its premises.

Eligibility for Pre - Qualification:

a) Annual Turnover of minimum Rs.1 crores in the Security and Fire Fighting Services in the Legal entities/Firm/ Company in any one of the last three Financial years viz; April 2021 – March 2022, April 2022 – March 2023, April 2023 – March 2024 (On a standalone basis). However, Service Providers should be in the said profession for at least last 3 Years.

b) Bidder Should have experience in providing “Security and Fire Fighting Services” of at least one multistoried building of minimum 4 lakh Sq. Ft. (Ground plus 4 Floors) Experience of having successfully completed similar Security Services Works during the last 3 years (April 2021 – March 2022, April 2022 – March 2023, April 2023 – March 2024) should be either of the following:

1) One similar (Security and Fire Fighting Services Works) completed work, costing not less than the amount equal to Rs.90 lakhs in any one year

Or

2) Two similar (Security and Fire Fighting Services Works) completed work, costing not less than the amount equal to Rs.66 lakhs in any one year

Or

3) Three similar (Security and Fire Fighting Services Works) completed work, costing not less than the amount equal to Rs.44 lakhs in any one year

The TENDERER should submit LOA or Agreement and Work Completion certificate or Handing over certificates for the above works as part of technical bid.

c) Bidder should have employed at least 25 Security / Fire Fighting personnel in a day in “Security & Fire Fighting Services” in a single location and should have provided “Security & Fire Fighting Services” continuously for a minimum period of 12 months, in any one of the last three financial years viz; April 2021 – March 2022, April 2022 – March 2023, April 2023 – March 2024.

d) Bidder should produce Bankers Solvency Certificate for Rs.44 Lakh from a Nationalized / Scheduled Bank obtained not earlier than three months from the last date for the submission of tender.

e) Consortium of bidders is not allowed.

Section - 4

TENDER IMPORTANT DATES:

01	Issue of Tender	26.02.2025 to 11.03.2025 during office hours
02	Document Cost	Rs.6000/-
03	Method of Tender	Open Tender System / Direct Tender document submission to TICEL.
04	Last date & time of submission of Tender	Up to 12.03.2025 by 03.00 PM.
05	Time and Date of Pre bid Meeting	<p>05.03.2025 at 11:00AM in the TICEL BIO PARK Ltd, Taramani Address: TICEL BIO PARK Ltd, No.5, CSIR Road, Taramani, Chennai - 600 113</p> <p>Ph: 044 2254 2060 Email: md@ticelbiopark.com, mc@ticelbiopark.com Website: www.ticelbiopark.com</p> <p>b) Last date for seeking clarifications (by email/letter in post): 05.03.2025 up to 05.30 PM</p>
06	Date & Time of Opening of Technical bid	12.03.2025 at 03.30 PM
07	Date & Time of Opening of Price / Financial Tender	To be intimated later after evaluation of Technical Tender
08	Period of Contract	Three years, renewable every year subject to the satisfactory performance of the contractor as decided by TICEL.
09	Yearly Escalation	<p>The yearly escalation should not exceed 5% value for any consecutive year.</p> <p>Salary will be considered for 30/31 days of each month including weekly off, reliever charge and other service charge.</p>
10	EMD	Rs.1,10,000/- (Rupees One Lakh ten Thousand Only) as DD.

11	Performance Bond	The Earnest Money Deposit of the successful tenderer shall be returned without any interest by TICEL on furnishing a performance bond in the form of Bank Guarantee in approved format enclosed for an amount of 10% of the highest annual contract value. The Bank Guarantee shall be valid up to the full contract period with additional irrevocable period of six months (ie.42 Months validity) from the date of completion of the job and due fulfilment of the contract.
12	Signing of Agreement	The Contract is concluded by issuing LoA and the Contractor has to comply the requirements as per the Tender including signing of agreement within 7 days from the date of LoA.
13	Tender Validity	120 days from the date of opening of tender

All DD's are in the favour of "TICEL Bio Park Ltd., payable at Chennai.

Tender Inviting Authority	The Managing Director TICEL Bio Park Ltd. No.5, CSIR Road, Taramani Chennai – 600 113 Ph: 044 22542060 / 61 / 62 Email: md@ticelbiopark.com Website: www.ticelbiopark.com
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Tender document can be downloaded from our website : www.ticelbiopark.com

SECTION – 5

General Terms & Condition of the Contract / Tender

1. Preamble:

The bidding under this contract is direct bid submission. The tender notice and documents are also available in <https://www.ticelbiopark.com>.

2.Preparation of Bids

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Bidders are requested to go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii) The bidder should submit the bid in two volumes:

The first volume relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions.

The second volume relates to Financial Bid (BOQ) furnishing the rate for each item.

Necessary EMD and cost of tender should be in separate cover.

3.Procedure for submission of bids:

- a) The tender documents can be purchased from TICEL Bio Park Ltd Chennai on payment of Rs.6,000/- including GST (Non-Refundable) in the form of DD in favour of TICEL Bio Park Ltd payable at Chennai. Further the tender documents can be downloaded from our website: www.ticelbiopark.com. Downloaded documents without DD for Rs.6,000/- will be summarily rejected at the initial scrutiny itself.
- b) The companies / contractors who have downloaded the document from website, are requested to pay the cost of tender document by DD for Rs.6,000/- inclusive of GST in favour of TICEL Bio Park Ltd payable at Chennai, along with EMD while submission of Bids. Further the bidders may send their queries if any before 05.03.2025 by E-mail. The Bidders are to enclose a copy of replies of Pre Bid Meeting along with tender which will be made available in the website. The downloaded document submitted should contain all the pages of tender document including pre bid clarification duly signed all pages.

Sealed Tenders should be addressed to The Managing Director, TICEL Bio Park Ltd, CSIR Road, Taramani, Chennai – 600 113 and super scribing the name of the tender on the top left hand corner of the cover and sent so as to reach them not later than 3.00 p.m. on 12.03.2025. The tenderer shall be responsible for properly super scribing and sealing the cover in which the tender is submitted and TICEL shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required in the tender documents before the time fixed for Opening the Tender.

The tender is of two cover system, viz. (1) pre-qualification cum Technical Bid and (2) Price Bid. The tender document consisting of Volume – I (Part A & B) pertaining to Pre-qualification-cum -technical bid containing Pre-Qualification Criteria Conditions, Conditions of Contract, Special Conditions, Technical Specifications etc. and Volume – II pertaining to Price Bid containing Schedule of Quantities etc. The Tender shall be submitted in duplicate. All the enclosures, tenderers wish to submit shall also be in duplicate. Otherwise, the Tender will not be accepted.

The two volumes shall be submitted in a separate envelope placed in a single cover duly sealed and super scribing the name of work and tender volume number. Copies of both the volumes of tender document shall be marked 'Original', and 'Duplicate'. Should there be any discrepancies infilling / write-up among the two copies of the tender documents, the copy marked 'Original' shall be given effect and the other one is subject to amends as per 'Original'.

- c) Volume – I (Part A & B) of the tenders pertaining to Pre-qualification cum Technical Bid will be opened at 3.30 P.M. on 12.03.2025 at Office of the TICEL Bio Park Ltd., No.5, CSIR Road, Taramani, Chennai – 600 113 by the Managing Director, or any other Officer designated for this purpose by them in the presence of the Owners /representatives and the tenderers / representatives should they choose to be present. If this date of receipt and opening of tender is declared as holiday by government due to unavoidable circumstances the submission date will be extended to next immediate working day with same time and for opening of Volume-I Technical Bid. The other volume pertaining to schedule of quantities (Price Bid) shall be opened separately on a date to be fixed by the Owner and intimated to all the prequalified tenderers after preliminary scrutiny of Volume – I of the tender document and appraisal thereof. If need be the tenderers may be called for discussions before opening Volume-II of the tender. The Price Bids of the eligible tenderers will be evaluated and decided.
- d) Tenders shall remain open for acceptance (Validity) by the TICEL for a period of 120 days from the date of opening of the tender. This period may be extended by mutual agreement if required. Tenderer shall not cancel or withdraw the tender during this period.
- e) The Tenderer must use only the prescribed forms & document issued by the TICEL Bio Park Ltd. and shall fill in all-respective fields.

1. TICEL Bio Park Ltd discourages stipulation of additional conditions if any by the tenderers, and will be classified as conditional tender as they are expected to accept the various provisions and conditions in the tender documents. Conditional tenders will not be accepted in any form.

2. Receipt and opening of tender on the last submission date does not prequalify the bidders automatically and will be prequalified only based on the evaluation of the technical details submitted by bidders with reference to prequalification conditions.

3. If the tenderer desires to submit a covering letter with their tender, he may do so, but the covering letter shall not contain any reference to the amount of their tender or any financial aspect of tender. The covering letter shall be enclosed within the sealed cover containing Volume – I (Pre-qualification cum technical bid) of the tender. Crossed Demand Draft for Earnest Money Deposit shall also be enclosed in the sealed cover containing Volume – I along the cost of downloaded documents if downloaded. All the documents connected with the offer shall be duly signed and seal affixed by the tenderer shall be appended at the time of submission of the tender. The tender shall be submitted to the Managing Director, TICEL Bio Park Ltd., No.5, CSIR Road, Taramani, Chennai – 600 113 in a sealed cover with the name of work superscribed by the due date and time.

4. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or dispatched sufficiently early so that the tenders are received by the TICEL Bio Park Ltd., within the stipulated date and time. The cover shall be addressed to The Managing Director, TICEL BIO PARK LTD, CSIR Road, Taramani, Chennai - 600 113. TICEL will not be responsible for the delay in Post or Courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. TICEL shall not accept responsibility for late receipt of tenders sent by post or courier service.

5. TICEL Bio Park Ltd., have the right to reject any tender that does not comply with the above procedure and stipulations.

6. a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned, the TICEL Bio Park Ltd., in its discretion may consider the tender invalid. All the pages of tender including prebid clarification are to be signed and submitted. If any missing of pages will lead to rejection of tender at initial stage itself.

b) Unit Rates should be quoted both in figures and words in columns specified.

In case of discrepancy between the rates quoted in figures and words, the rates quoted in words shall prevail for the correct amount. All erasures and alterations made while filling the tender must be attested by initials of the tenderer and seal affixed. Overwriting of figures is not permitted, failure to comply with either of these conditions will render the tender invalid and it will be the option of the TICEL Bio Park Ltd., to accept or reject the tender. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.

c) Each page of the tender documents should be signed by the authorized person or persons with seal of authority submitting the tender in token of their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected. Each page of the tender documents should be signed by the person or persons with seal of authority submitting the tender in token of their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected.

Any additions/deletions/corrections/omissions/modifications/clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting and the same will also form part of the tender document.

d) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the TICEL may reject the tender.

7. TICEL Bio Park Ltd., do not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

8. Tenders should submit the required EMD and document fee (incase document downloaded from the website) should be submitted in the separate sealed envelopes and superscribed on the covers of the envelope viz. "Document Fee and EMD" along with cover 1. Tender received without EMD & Document fee (incase document downloaded from the website) will be summarily rejected.

4. Evaluation Method:

Late Bids: No Tender will be received after 3 PM on 12.03.2025 under any circumstances.

Modification/withdrawal of bids: No bid may be modified after the deadline for submission.

Assistance to Bidders:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender within pre-bid date.

1. TICEL does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

If at any time before the acceptance of tender, if it comes to the notice of TICEL that the Bidders who are terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings tenders of such bidders shall be summarily rejected.

a) Any items left unpriced shall be deemed to be included for elsewhere in the BOQ or the schedule and hence the rate for that item will be taken as Nil. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.

b) The rate quoted includes all expenses, cost of Manpower, relieve cost, tools & equipment etc., including overheads and profits for the lumpsum prices quoted in the Bill of Quantities. The rates quoted should be inclusive of All Duties & Taxes and exclusive of GST.

c) Each page of the tender documents should be signed by the person or persons with seal of authority submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected. Any additions/ deletions/corrections/ omissions/modifications/clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting and the same will also form part of the tender document.

5.Earnest Money Deposit

- i) Intending Tenderer should pay an EMD amount as specified in the Tender Contract Data.
- ii) Intending tenderers shall submit as Earnest Money Deposit (EMD) for the value Rs.1,10,000/- in the form of DD from Nationalized Bank / Scheduled Bank in favour of TICEL Bio Park Ltd., payable at Chennai. A tender which is not accompanied by such a Demand Draft will not be considered and deemed to be rejected. The DD amount will be returned to the unsuccessful tenderer, after finalization of contract with the successful tenderer.
- iii) The EMD amount should be the exact amount and no excess or less amount should be provided. If excess or short, the tender status will be shown as invalid.
- iv) The EMD will not carry any interest.
- v) In respect of the successful tenderer, the EMD shall be returned (without any interest) by TICEL BIO PARK Ltd. on submission of Performance Guarantee.
- vi) Any other mode of payment of EMD shall not be accepted.

The EMD will be forfeited if the bidder:

- vii) If he withdraws his tender or backs out after acceptance of the tender or fails to submit the performance bond.
- viii) If he revises any of the terms quoted during the validity period.
- ix) If he violates any of the conditions of the Tender specification.
- x) If, the documents furnished with the offer are found to be bogus or the documents contain false particulars.
- xi) If, the successful tenderer fails to execute the agreed contract / agreement.
- xii) If the Bid Qualification Requirements are found to be fraudulent/ non-genuine, the EMD paid will be forfeited in addition to black listing in future contracts with TICEL BIO PARK Ltd.
- xiii) Undue delay in submission of performance bond

Under no circumstances, earnest money deposit shall be accepted in the form of fixed deposit receipts of Bank or Insurance guarantee or cheque.

6. Rejection of Tender

A) Tender will be summarily rejected if,

- i) The tender document cost and EMD is not furnished as per tender document
 - ii) Not accompanied with attested copies of evidences for meeting the bid qualification requirement.
 - iii) Does not meet Bid Qualification Requirement.
 - iv) Received from a tenderer whose past performance is not satisfactory.
 - v) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
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- vi) Price is indicated in technical bid
 - vii) Incomplete and evasive offer.
 - viii) Not in the prescribed Form & Procedure.
 - ix) It comes to the notice of TICEL that the Bidder has been blacklisted or left any contract work incomplete in PSUs, institutions, joint ventures and associates of TICEL and its promoters or Government of Tamil Nadu or Government of India
- B) Tender is **LIABLE** for rejection if,
- i) Received without GSTIN NUMBER
 - ii) Not in conformity with TICEL BIO PARK Ltd., commercial terms
 - iii) With validity period less than that specified in the specification.
 - iv) Not containing all required particulars

7. Performance Bond

Successful Tenderer on receipt of LOA should pay to TICEL **10%** of the highest annual contract value as performance security in the form of Bank Guarantee issued by a Nationalized Bank/Scheduled Bank within Thirty (30) days from the receipt of LOA in approved format. The Bank Guarantee shall be **valid upto the full contract period with additional irrevocable period of six months** from the date of completion of the job and due fulfillment of the contract, i.e for a total period of Three and Half years. EMD of the successful bidder will be refunded only after submission of the performance guarantee.

The said Performance Bond in the form of Bank Guarantee shall indemnify TICEL against loss from defects arising from any cause under this Contract or due to the failure of the Contractor to promptly carry out any matters arising under this Contract. In the event of refusal to carry out work by the successful Contractor on any grounds, security deposit/the bank guarantee shall be invoked without any information.

8. Modifications/Clarifications to Tender Documents:

- xiv) At any time after the commencement of Tender and before the closing of the event, TICEL BIO PARK Ltd., may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned through corrigendum which can be downloaded from the login.
- xv) In case any tenderer asks for a clarification on the tender documents before the date specified, TICEL BIO PARK Ltd, will clarify the same.
- xvi) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TICEL BIO PARK Ltd. will be final and binding on the Tender.
- xvii) All information in the tender offer shall be in ENGLISH only. It shall not contain interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer. Such erasures or other changes in the tender documents shall be attested by the persons signing the tender offer.

9. Quotation of Rates

The rates quoted in the tender shall include all charges for completion of job during the Contract period. The rate includes Tamil Nadu Government minimum wages, statutory benefits i.e ESI, PF, bonus, Insurance, week off, National

Holiday, Gazette Holiday, Festival Holiday, EL Wages, Safety appliance etc. but excluding GST which is payable at the applicable rate as and when after ensuring the amount paid to the labourers. The Tenderer shall quote the rate inclusive of all Taxes except GST and will remain fixed throughout the contract period and for extended period of the contract.

Any bid mentioning lower rates than the Tamil Nadu Government minimum wages Act / rules & other related provisions will be rejected.

Rates should be quoted in figures i.e., integers only.

The Bidders shall submit the price bid / Offer in Indian Rupees and the payment under this contract will be made in the Indian Rupees only.

Lump sum price quoted without giving breakup as per details indicated in the BOQ, shall be liable for rejection.

10. Incomplete Tenders

Tender, which is incomplete, obscure or irregular will be rejected.

The tender offer shall contain full information asked for, in the accompanying schedules and elsewhere in the specification.

Tenderers shall bear all costs associated with the participation in the Tender and TICEL BIO PARK Ltd., will in no case be responsible or liable for these costs.

No offer shall be withdrawn by the Tenderer in the interval between the deadline for submission and the expiry of the period of validity specified / extended validity of the tender.

11. Tender Opening

Opening of Technical Bids (Vol-I):

The Tender offer except price Bid will be opened on the date notified by TICEL.

Tenderers are requested to participate the tender opening, whereas tenderers can witness the tender opening event through their presence.

Opening of Price Bids (Vol- II):

The date and time of opening of Price Bids shall be later notified through e-mail to the Bidders who fulfill the pre-qualification criteria and whose bids are found to be technically acceptable.

In the event of the opening day of the tender if declared as a holiday / closed day / or if tenders could not be opened due to unforeseen circumstances on that day, such as force majeure, the tenders will be opened on the next appointed time and date to be notified later.

12. Information required and clarifications

In the process of examination, evaluation and comparison of tender offers, TICEL may at its discretion, ask the Tenderer for a clarification of the offers. All responses to requests for clarifications shall be in writing to the point only. No change in the price or substance of the offer shall be permitted.

TICEL will examine the tender offers to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the offers are generally in order.

The Tender offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Tender Accepting Authority to the tenderers.

The Tenderers shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Accepting Authority or Tender Scrutiny Committee after the opening of the tender and prior to the notification of the award and any attempt by any tenderers to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

Mere submission of any Tender offer connected with these documents and Specification shall not constitute any agreement. The tenderer shall have no cause of action or claim, against TICEL for rejection of their offer. TICEL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against TICEL BIO PARK Ltd.

13. Negotiation

The TICEL will adopt a comprehensive methodology for evaluating the tenders received for the said works. The Tenderer who submits the lowest bid without any conditions and who confirms to the tender conditions in totality without any deviation and accepts to complete the said works will be given the highest preference, subject to there being no disproportionately low rates quoted by the lowest Tenderer for any of the items.

In case, two or more technically qualified bidders quote the same amounts in the Financial/Commercial Bid, which is the Lowest (i.e. L1), then the tender would be awarded based on the assessment of PQ conditions.

Where the TICEL finds that the lowest Tenderer, in spite of being the lowest in the overall price bid, has quoted disproportionately low rates under any of the items listed above or otherwise, the TICEL will reserve the right to discuss / negotiate with the lowest Tenderer towards rationalizing of the quoted rates for such items either in comparison with the estimated rates or with the rates of other Tenderers. Likewise, the TICEL reserves the right to discuss / negotiate with the lowest Tenderer towards achieving conformity with the tender conditions. The Tenderers should note that the TICEL reserves the right to reject any conditional tenders and the decision of TICEL on such matters shall be final & binding on the Tenderers.

Any site information/ schedule of work given in this tender document are for guidance only. The tenderer shall inspect the site and obtain required details for proper execution of work successfully. The responsibility for obtaining all such data / Details results with the tenderer and no claim or extra rates at a later date will be entertained by Owner due to the failure of the tenderer to make sufficient investigation prior to tendering.

14. General

i) On receipt of Letter of Award (LoA) from TICEL within 7days, the successful tenderer shall be bound to implement the contract with TICEL and sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance in the form of Letter of Award (LoA) by TICEL BIO PARK Ltd. will constitute a binding contract between TICEL and the person/contractor submitting the tender, whether such formal agreement is or not subsequently executed.

ii) All compensation or other sums of money payable by the Contractor to TICEL under the terms of this Contract may be adjusted/deducted either from payment of amount due or by call of performance guarantee if the amount due is not sufficient or such adjustment and the contractor fails to make good in cash, the amount within 10 days of intimation to do so by TICEL.

iii) The Contractor shall not assign the Contract to any Sub-Contractor. No portion of the Contract shall be given on subcontract except with the written consent of TICEL. Such consent shall be given only for works of extra-ordinary nature and the same shall be provided by the contractor to the satisfaction of TICEL. In case of breach of these conditions, TICEL may serve a Notice in writing to the Contractor / rescinding the Contract whereupon the Performance Bond shall stand forfeited to TICEL, without prejudice to its other remedies/rights against the Contractor.

iv) The Contractor shall carry out all the work strictly in accordance with Documents, details and instructions of TICEL's Representative. If any changes are desired by TICEL, the Contractor shall carry out the same without any extra charge. TICEL's decision in such cases shall be final and binding on the Contractor. The Contractor shall report to TICEL or its representative regarding day-to-day Operation, reporting, preventive and regular maintenance.

v) The Schedule of Quantities is liable to alterations, omissions, deductions or additions in the scope of work and items of work at the discretion of TICEL. Each tender should contain not only the rates but also the value of each item of work entered in the amount column and all the items should be totaled in order to show the aggregate value of the entire tender. Value of each item worked out shall be rounded off to nearest rupee ignoring paise below fifty.

vi) The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Documents and must inspect the site of the work/rest rooms and all other areas and acquaint himself with all local and site conditions, means of access to the job, nature of the job and the availability of any infrastructure and all matters appertaining thereto. Ignorance of the site conditions or

the nature and details of existing contract or the specifications of any work falling within the ambit of the Contractor shall not be accepted by TICEL as a basis for any claim for compensation.

vii) While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation shall be considered for any reason whatsoever, except variation caused due to statutory changes such as minimum wages act etc. and dearness allowance, resulting in more than 15% variation on minimum wages against proof of such payment, provided the quoted price is specifically provided with the details of amounts considered at the prevailing rates and conditions, while tendering the quote. **If a revised Letter of Award (LoA) is issued based on changes in minimum wages, no escalation shall be permitted during yearly renewals. The rates specified in the revised LoA shall be final and binding.**

viii) The successful tenderer is bound to carry out any related and connected work necessary for proper performance of the job even though such work(s) is or are not specifically mentioned or included in the item of work. No claim in this respect shall be entertained unless considered beyond the scope of the agreement by TICEL whose decision is binding on the Contractor.

ix) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfillments of the local/public authorities, statutory approvals and to the requirements of TICEL and no deviation on any account will be permitted.

x) The total rate quoted will be considered for the purpose of deciding the competitive tender.

xi) Supply of water and electricity required for performance of Operation and Maintenance services shall be made available free of charge by TICEL. However, the successful tenderer shall bear all costs of extending supplies from the source of maintenance purposes to place of work, maintaining the supplies, etc. as required within the quoted rates.

xii) The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep TICEL fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.

xiii) The successful tenderer/Contractor shall mobilize all men required for timely performance of security & firefighting works involving various activities within 7 days from the date of LOA and also sign the agreement in the prescribed format after producing performance bank guarantee.

xiv) The tenderer shall furnish along with Technical Bid, a detailed write-up indicating the man power qualification and category-wise of minimum personnel to be deployed as required by TICEL.

15. Annual Renewal

The contractor should submit renewable request letter by end of 10th month. Based on evaluation of TICEL, if renewable order has not been issued on or before completion of 11th month of contract, it is construed that there will be no renewal of contract and contract will come to an end that year without any further notice.

16. Final Decision Making Authority

TICEL BIO PARK LTD. reserves the right to accept or reject any of the applications/tender(s) without assigning any reasons thereof. TICEL reserves the right to increase or decrease the scope of work and may split the scope of work (including Manpower, Materials, equipment, removal of garbage etc.,) and award the works to one or more agencies and as deemed necessary by TICEL, decision of TICEL is final and binding.

All tenders, documents and other information submitted by the bidders to TICEL shall become the property of TICEL. Bidders shall treat all information furnished as strictly confidential. TICEL will not return any submission.

17. Amendment of Bid Document:

At any time, prior to the date of submission of bid, TICEL may for any reason, at its discretion, whether at its own initiative or in response to the clarifications, by a prospective bidder, modify the bid document by amendments. The amendments/corrigendum will be notified on TICEL website www.ticelbiopark.com and this amendment will be abiding to the bidders. Bidders are advised to visit TICEL website regularly for update in this regard.

18. Extension of Time

In order to give prospective bidder required time to take the amendments in to action in preparation of their bids, TICEL may at its discretion extend the time line for submission of bid suitably.

Section - 6

CONDITIONS OF CONTRACT

(DEFINITIONS AND INTERPRETATIONS)

1. Interpretation clause

In construing these Conditions, the Technical Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

a) "Owner" : shall mean TICEL PARK LIMITED, CHENNAI and shall include its assigns and successors.

b) "Contractor" : shall mean the Name of all Partners.....
 In the case of
 a partnership firm
 Trading as partners in the name and style of

 and having a place of business at

 and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

In the case of mean Mr trading
 In individual / proprietor the name and style of

 having place of Business at and shall
 include his heirs, successors and legal representatives.

In the case of shall mean.....
 company a company incorporated under the act dated 1956/2013 and having its registered office at..... and shall include its successors and permitted assigns.

1. Definitions

i) The contract document consists of the Articles of Agreement, General Instructions and Notice Inviting Tender, Conditions of the Contract, Special Conditions, Scope of work and Schedule of quantities, Tender Form & Tender documents including all modifications thereof incorporated in the document before the execution. These form the contract.

The Owner : TICEL BIO PARK LIMITED, CHENNAI

The Contractor :M/s. _____

ii) All those mentioned as such in the Articles of Agreement shall include their legal representatives, assigns or successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.

iii) "The Site" shall mean the site of the contract work / job including any building and erections thereon; any other land allotted by TICEL for the contractor use and any other nearby land that TICEL may include for beneficial use by Occupants of TICEL BIO PARK LIMITED.

vi) "Occupant" shall mean authorized persons, agencies, companies who have been authorized by the Owner to occupy and part of the building either under outright sale or through a Lease Deed or authorized sub-lease for a specific period.

v) "Contractor" shall mean the specialist agencies whom TICEL has selected and appointed for the specified works, who execute their respective works for TICEL as a Contractor with TICEL. The Sub-contractors have, as part of their respective contract, responsibility towards Owner for the specified works for specified periods as per their respective contracts.

vi) The term "Sub-Contractor", as employed herein, includes those having a direct contract with the Contractors and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked. Anyone doing work on a piece rate basis shall be deemed a Sub-Contractor. The Term "Sub-Contractor" shall also include such specialist agencies selected by the Owner in future and nominated to the Contractor as Sub-Contractor under an overall and single point responsibility assigned to the contractor to get the contract successfully completed.

vii) Written notice shall be deemed to have been duly served if delivered in person or by Speed / Registered Post or by Courier at the following Address:

In case of Proprietor: At the place of Business

In case of Partnership: At the place of Business or any member of the firm

In case of Company: at the Registered Office Address or Corporate Office or Head Office

(or)

Last business Address known to the person who gives Notice

viii) The term "Work" of the Contractor includes labour or material or both and other applicable items.

ix) All time limits stated in the contract document are of the essence of the contract.

x) The law of the place of work shall govern the job under this contract

The performance during the Contract period shall be in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties and to the satisfaction of the Owner, so that the Owner can issue completion certificate within three months after the end of the term of Agreement.

The words 'Bidder' / 'Tenderer' shall mean the specialised Contractor / agencies who tender for the work.

2. Solvency Certificate:

The Tenderer shall produce Banker's Solvency Certificate of value **Rs.44.00 lakh (Rupees Forty four Lakh Only)** obtained not earlier than three months from the last date of Submission of Tender.

3. Contract Document:

The following documents shall constitute the contract document.

- I. Tender Notice
- II. General Terms & Condition of the Contract / Tender
- III. Conditions of Contract.
- IV. Special Conditions
- V. Scope of work
- VI. Schedule of Quantities
- VII. Various Formats as referred under this Contract.
- VIII. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Award by the Owner.

Provided that facts mentioned in letter/document submitted by Contractor after getting Letter of Award shall not form part of the Contract unless agreed by TICEL in writing.

The Contract Document shall remain in the custody of the Owner, so as to be available at all reasonable times for the inspection of the Contractor.

Provided that nothing contained in the said Specifications, Descriptive schedule or other document shall impose any obligation beyond those imposed by the Contract Documents.

The Contractor shall keep at site one copy of the Specifications, Descriptive schedule or other like document referred to in this clause and one copy of the Contract Document and connected As-Built Drawings, Manuals and such other details supplied to him from time to time and referred to in this clause.

4. Type of Contract

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of provision of Security and Fire Fighting Services to TICEL BIO PARK Building and its services & Facilities, to be paid for according to the actual services performed and works done at the **lumpsum** rates contained in the Schedule of Quantities or as provided in the said Conditions.

5. Schedule of Quantities

The schedules of Quantities given in Contract Bill are meant to indicate the intent of the work and to provide a uniform basis for tendering. The Owner reserves the right to add or delete from the scope of work, items as he may deem fit and the Contractor shall not claim any extras or damages on these grounds.

6. Contract Sum/ Contract Price

The Contract sum or Contract price shall be the total amount quoted by the successful tenderer and accepted value of the work as mentioned in the letter of acceptance of TICEL.

The Contract sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions.

7. Contract Bills

The quality and quantity of the work included in the contract sum shall be deemed to be that which is set out in the Contract Bills which Bills unless otherwise expressly stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement but save as aforesaid nothing contained in the Contract Bills shall

override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

Any error in description or in quantity or omission of items from the Contract Bills shall not vitiate this Contract but shall be corrected and deemed to be a variation required by TICEL.

8. Safety rules to be followed by the contractor(s) during execution of work

i) All electrical equipment used by the Contractor should have double earthing and to be connected through an ELCB. No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped.

ii) TICEL desires that un-necessary waste of energy shall be avoided. Switching off and switching on of common area lights shall be done by Security and Fire Fighting Contractor's staff.

iii) The existing Firefighting portable extinguishers which are already located at appropriate locations should be used during emergency purpose.

iv) All staff working at heights shall use safety belts, helmets and standard platforms with 42" height railing. All the staff working shall as far as possibly wear shoes. Only Standard ladders should be used.

v) Inflammable/explosive materials like Petrol, diesel, Kerosene, Wax, etc will not be allowed to be stored at site stores. Crackers/Explosives will not be allowed inside the premises at any cost.

vi) Personal protecting equipment like Gloves, Safety Belt, Safety Helmet, etc. should be used and available in Contractor's stores.

vii) If correct manual handling is not used, it can result in injuries. Therefore, all workers should be trained in safe manual handling. Special objects require special handling. All scaffolding will be of steel and double stage.

viii) Contractor to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use. Contractor to ensure that whilst on site premises the will comply with all health and safety legislation as required by TICEL.

9. Hand book on health and safety at work

The SECURITY AND FIRE FIGHTING SERVICES CONTRACTOR's to do work in the project shall follow the guidelines given in the handbook on health and safety at work appended herewith for execution.

10. Payment to local bodies/Authorities

All payments to local bodies/authorities towards ESI, PF, and Insurance etc. and for adhering to Contract Labour Laws shall be borne by the Security & Fire Fighting Services Contractor within his quoted rates. The respective existing contractor will be paying the above payments up to their contract period. Beyond these periods, the new Security & Fire Fighting Services Contractor is responsible for the above statutory payments for the entire contract period. Certificate of self-declaration of compliance of Statutory Terms like PF, ESI, Service Tax along with Labour Laws along with Form 36B and ECR and Proof of Payments to be attached in the bills submitted by the contractor.

11. Statutory obligations, notices, fees and charges

The Security & Fire Fighting Services Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act or Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected.

The Security & Fire Fighting Services Contractor shall pay and indemnify TICEL against liability in respect of any fees or charges (including any rates and taxes but not including service tax) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

12. Royalties and patent rights

All royalties or other sums payable in respect of the supply and use in carrying out the Work as desired by or referred to in the Contract Bills of any patented articles, process or inventions shall be deemed to have been included in the Contract sum, and the Security & Fire Fighting Services Contractor shall indemnify the Owner from and against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which he may be put by reason of the Security & Fire Fighting Services Contractor infringing or being held to have infringed any patent rights in relation to any such articles, processes and inventions.

13. Assignment or giving on sub-contract

The Security & Fire Fighting Services Contractor shall not without the written consent of the Owner assign the whole or any part of the Contract, and shall not without the written consent of the Owner give on sub-contract any portion of the work.

14. Variations

The term "Variation" as used in these conditions shall mean any additional services not within the scope of service required to be performed during the currency of the contract.

The Owner may issue instructions requiring a variation and sanction in writing any variation made by the Security & Fire Fighting Services Contractor. No such variation required by the Owner or subsequently sanctioned by him shall in any way vitiate this contract.

If the Owner decides the variation shall be carried out, he shall ask Security & Fire Fighting Services Contractor in writing to quote his price. Thereupon Security & Fire Fighting Services Contractor shall submit his price for additional services with full details in writing. After finalizing the price with Security & Fire Fighting Services Contractor, the Owner shall give his written acceptance to carry out the variation. No variation shall be paid where it shall be within the scope of service or shall be due to Security & Fire Fighting Services Contractor act or omission in complying with this contract.

15. Fluctuations

The Security & Fire Fighting Services Contractor shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices and shall be firm throughout the tenure of the contract, except the variation as provided, if any, the "variation in rates and taxes".

16. Materials, Equipment's and Workmanship

All materials, equipment's and workmanship shall be as per the relevant code of BIS or relevant Specification and of approved type. The SECURITY AND FIRE FIGHTING SERVICES CONTRACTOR shall immediately remove from the works any material, equipment and/or workmanship which in the opinion of TICEL

are defective or unsuitable and shall substitute proper materials, equipment and/or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of TICEL.

The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks. The Successful Bidder should provide necessary uniform to their SECURITY AND FIRE FIGHTING SERVICES staff at their own cost. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder. The personnel employed by the Successful Bidder shall compulsorily wear uniform prescribed by the TICEL while on duty and shall always carry his / her Identity Cards.

17. Inspection

All materials, equipment's and workmanship shall be subject to inspection, examination, and test by the Owner at any and all times during the period of contract. The Owner shall have the right to reject defective material, equipment's and workmanship or require its correction. Rejected material, equipment and workmanship shall be satisfactorily replaced with proper material & services without additional charge there for and the Security & Fire Fighting Services Contractor shall promptly segregate and remove the rejected material from the site. If the Security & Fire Fighting Services Contractor fails to proceed at once with the replacement of rejected materials, equipment's and /or the correction of defective workmanship, the Owner may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Security & Fire Fighting Services Contractor, or may terminate after giving reasonable notice to the Security & Fire Fighting Services Contractor to proceed further with the work.

The Security & Fire Fighting Services Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Owner.

18. Deficient Services and Rejection

i) If at any time before issue of the completion certificate there becomes apparent any failure of the services or part thereof to conform to the warranties or any other defect or deficiency in the services for Security & Fire Fighting Services Contractor shall be responsible, Security & Fire Fighting Services Contractor shall upon receipt of written notice from Owner and at his own expense promptly remedy the same by, at Owner's option, repair or replacement. Deficient services shall also include Security and Fire Fighting Services contractor's failure to respond with diligence and dispatch.

ii) If Security and Fire Fighting Services contractor shall fail to promptly effect the required remedy then Owner shall be entitled to reject the part of the services

affected and to replace the same at Security and Fire Fighting Services contractor's expense. If the Contractor fails / unilaterally withdraws, all the consequent expenses incurred by TICEL to make alternate arrangements will be at Contractors expense.

iii). Even if Owner does not exercise its rights under the immediately preceding paragraph within a reasonable time, Security and Fire Fighting Services contractor shall not be relieved from liability in respect of the relevant non- conformity or other defect or deficiency but his full and complete responsibility shall be limited to the repayment of all monies paid by Owner to him in respect of the part of the services affected thereby.

iv) Security and Fire Fighting Services contractor shall, if required by Owner, search for the cause of any malfunction, defect or deficiency in the services and, if the same shall be found to be within the scope of Security and Fire Fighting Services contractor's remedial responsibility as aforesaid, the cost of the services carried out by Security and Fire Fighting Services contractor in searching shall be borne by Security and Fire Fighting Services contractor.

v) Security and Fire Fighting Services contractor's failure to perform any of his obligations under this contract documents shall (without prejudice to any other rights which Owner shall have in the matter) result in Owner making demand under the Performance Bank Guarantee and / or any monies in its possession.

19. Liquidated Damages For Man Power:

i) Security and fire fighting personnel requirement is calculated at 32 personnel per day for 24x7 operations within the quoted unit rate. (please refer scope of work)

If Security and Fire Fighting Services contractor fails to carry out the services in strict conformity with the approved /accepted schedule, then unless such failure is due to Force Majeure, contractor shall pay to owner as liquidated damage and not as penalty an amount equal to one day's comprehensive service charges of particular package that failed for each day of delay plus the expenses and charges incurred by owner in rectifying and performing the defaulted services, whether by its own means or third parties.

ii) The deployment of adequate manpower on continued basis with the required material, tools and equipment's and supply of Security and fire fighting personnel are the essence for carrying out Security and Fire Fighting Services to the satisfactorily level.

Liquidated Damages (not as penalty) For non-performance:

iii) For delay and / or unsatisfactory performance of the services, covered under this Contract, Owner has the right to claim and charge liquidated damages (not as penalty) to contractor for its failure in the mobilization or performance of the services as above.

iv) At the beginning of every month, with prior approval of Owner the Security and Fire Fighting Services contractor shall determine the amount of mobilization of Security and firefighting personnel, equipment, tools etc. required for the performance of the contract by different agencies connected with different activities / services. Any shortfalls in the mobilization shall be reviewed and the same shall be made up then and there.

Shortfall of Manpower:

Liquidated damages shall be imposed on monthly basis as given below, if the adequate Security and firefighting personnel is not provided. However, the imposition of penalty for shortfall of manpower may be relaxed or waived at the discretion of TICEL as deemed fit. The waiver so granted, shall be subject to the condition of revocation in case the contractor fails to provide manpower in future as required under this tender. On revoking the waiver, the amount shall be deducted in upcoming bills or such other way as deemed fit.

Manpower deployed	Value of labour contract for 32 persons for one month (in Rupees)
Up to 95% of man month	Nil
91% to 95% of man month	5% of the Monthly Package
86% to 90% of man month	7.5% of the Monthly Package
80% to 85% of man month	10% of the Monthly Package
Below 80% of man month	20% of the Monthly Package

The above-mentioned penalty shall be imposed on contractor and the same shall be deducted from contractor's monthly bill. However, the contractor shall not deduct the penalty imposed above from personnel duly employed by them.

The average manpower deployed at 90% or below, memo (refer format 'M') will be issued, for a continuous period of six months, it shall constitute sufficient ground for non-performance and termination of contract by serving show cause notice (refer format 'N'). However, the imposition of above penalty may be relaxed or waived at the discretion of TICEL as deemed fit.

However,

v) Owner may deduct damage. The amounts deducted for any shortfalls shall not be released to Contractor at the end of the contract period and hence, these amounts will be deducted from the lump sum Contract Price/Contract amount as the case may be.

Owner shall at the beginning of every month assess the work performance of Security and Fire Fighting Services contractor during the previous month. For any shortfalls observed in the work performance due to any reasons whatsoever, Owner shall evaluate the Man power, equipment, tools and vehicles that would have been required to accomplish the work performance and calculate the deduction amount in terms of Man Power, Equipment, Tools and Vehicles mobilization. Any breach of Conditions stipulated in the contract detected by TICEL officials shall be dealt as per contract conditions besides imposing penalty clause.

vi) Owner shall have the right without prejudice to any other method of recovery to deduct the amount of such damages from any monies due or which may become due to Security and Fire Fighting Services contractor or such other way of deemed fit. All liquidated damages (not as penalty) clauses shall have no upper limit of deductions for damages.

vii) The payment or deduction of such damages shall not relieve Security and Fire Fighting Services contractor from his obligations to complete the services or from any of his other obligations and liabilities under this Contract. The period of failure to carry out and all matters of delay, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the Owner whose decision shall be final and binding on the Security and Fire Fighting Services contractor.

20. Contract sum:

In consideration of performing the services in full conformity with the contract, Owner shall pay to the Security and Fire Fighting Services contractor the contract sum as specified in the bill of in the manner set forth in sub articles below in full and final remuneration.

21. Payment:

Payment for the Security and Fire Fighting Services will be made to the contractor after checking, certification and due deductions of all statutory payments, taxes, penalties and other deductions applicable on monthly basis within 14 days from the date of submission of Invoice completed in all respects subject to fulfilling other terms and conditions of TICEL.

No advance shall be paid to the Contractor. As far as possible, Contractor should make the payments to the contracted staff through ECS/Bank Transfer. In case of exigencies, the employees may be paid by Cheque/in cash (for the first month only). However, cash payments shall be witnessed and certified by the concerned TICEL representative.

Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages as per the provision of relevant statutes given by TICEL and deposit/disburse other statutory dues to respective agencies/employees as claimed by the contractor and paid by TICEL on behalf of the contractor. No payment/less payment of wages and other dues and failure to deposit/less deposit of statutory dues will tantamount to violation of Terms and conditions of the contract and necessary penalty may be imposed on the contractor as per the terms and conditions of the tender, including but not limited to withholding of payment access under the contract and remittance of the statutory dues directly to the authorities wherever called upon so, which will be treated as settlement of dues to the contractors.

Notwithstanding the release/payment of the bill by TICEL to the Contractor, the contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by TICEL to the contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.

Salary /payment to the contracted employees shall be made on or before 5th of every month by the contractor.

22. Invoicing:

The Security and Fire Fighting Services contractor shall submit to the TICEL detailed invoices in respect of the services performed at the end of each month in arrears. The invoice shall be submitted in one (1) original, clearly stamped "Original" and another one copy as duplicate. The Invoices shall be

- i. To bear reference to this agreement
- ii. Certificate of compliance as per Para 10 of condition of contract (Payment to Local Bodies / Authorities) Bills with all necessary supporting documents should be submitted within 10 days after completion of the month.
- iii. To be supported by all documentation with proof of statutory payment details
 - a) Details of deployment duly verified along with summary of bills.
 - b) Invoice duly taking into account of deployment details.
 - c) Salary statement for the previous month with Bank statement/Bank Transfer details to corroborate the payment.
 - d) Having paid due wages to all the workmen engaged in the provision of the services during the previous month (Copy of wage-slips to be enclosed).
 - e) Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.
 - f) Having deposited the contribution to EPF, ESI, Service tax etc. with the concerned authorities for the previous month as per the relevant statutes i.e. EPF Payment contribution Challan, EPF's Form 36B (Original), Copy of EPF's ECR, Consolidated Statement to refer EPF's Form 36B & ECR, ESI Payment Contribution Challan, ESI contribution history from the EPF/ESI authority along with muster roll and Service tax payment Challan to be enclosed).
 - g) Any other document demanded by TICEL to enable TICEL to review and accept. The Security and Fire Fighting Services contractor shall maintain and submit wage records, work commencement / completion certificate, etc for bill clearance. The Security and Fire Fighting Services contractor should submit attendance / salary disbursement register for the workmen engaged by the 25th day of the subsequent month. The Security Contractor shall, whenever required by the TICEL any governmental authority authorized under the statutes, produce for inspection all forms, registers and other documents, required to be maintained under various statutes."
- iv. Clearly state the reason for which the payments are required. Payment shall be made to the Security and Fire Fighting Services contractor at monthly intervals. Upon receipt of each Invoice, with all relevant enclosures complete in all respect in accordance with Tender Terms. TICEL shall approve the said Invoice and the payment shall be made to the Security and Fire Fighting Services contractor within fourteen (14) days from the receipt of correct invoice by the TICEL subject to the bills being in the complete shape and in the accepted format. Without waiver or limitation of any of its rights under this contract or law, the Owner shall be entitled to deduct from any monies payable to the Security and Fire Fighting Services contractor under the contract and all

amounts debt from the Security and Fire Fighting Services contractor to the TICEL.

23. Insurance:

- i) The Security and Fire Fighting Services contractor shall keep TICEL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against TICEL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract.
- ii) Security and Fire Fighting Services contractor shall indemnify TICEL against any liability for any accident, death or injury to Owner's servants or agents or against any loss of or damage to any property belonging to Owner, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
- iii) Without limitation to Security and Fire Fighting Services contractor's obligations and responsibilities during the whole period of the Contract, from commencement until the issue of the Completion Certificate, Security and Fire Fighting Services contractor shall obtain and maintain in respect of employees not covered by ESI, in the joint names of TICEL BIO PARK LTD (Owner) and Security and Fire Fighting Services contractor Workmen's Compensation Employer's Liability Insurance, Group Insurance (with a limit of liability of not less than Rs.5.00 (Five) lakhs per occurrence), a Motor Vehicle Third Party and Passenger Liability Insurance which shall provide an unlimited indemnity for death of or injury to persons and the equivalent of not less than Rs. 10 (Ten) lakhs for loss of or damage to property, and an insurance for his plant, equipment and property whether owned, hired, or leased to their full value against all loss of or damage from whatever cause arising and shall cause the Insurers or Underwriters thereof to waive rights of subrogation against Owner, its subsidiaries and all other Companies in Owner's group.
- iv) Security and Fire Fighting Services contractor shall, prior to the commencement of any site activity submits the Insurance Confirmation Letter – FORMAT 'L' regarding the required Insurance Policies to be put in place by Security and Fire Fighting Services contractor. Owner reserves the right to examine the policy wording and require submittal of evidence that the Policy Premium has been paid to the Insurers, and that it shall remain in force, throughout the duration of the Contract.
- v) All deductions or liabilities in excess of the indemnities provided under the insurance arranged by Security and Fire Fighting Services contractor/ Sub-contractor and / or Owner shall be for the account of and paid by Security and Fire Fighting Services contractor and his Sub-contractors.

vi) Owner shall not accept any responsibility whatsoever for any loss of or damage to any property or personal effects belonging to Security and Fire Fighting Services contractor employees or to those of Sub-contractors employed by him.

vii) In the case of Owners own insurance cover of their assets including installation of equipment and movable & unmovable fixtures thereto, the Security and Fire Fighting Services contractor/ or Sub-contractors shall notify Insurers and Owner within fifteen (15) days of any occurrence likely to give rise to a claim under Owner's insurance and shall handle all claims negotiations and submit relevant supporting documents to the Insurers directly in co-ordination with Owner and for final settlement to be effected to Owner's account. Subsequently Security and Fire Fighting Services contractor and / or Sub-contractors shall be reimbursed by Owner for the claim amount due, as the case shall be.

24. Bankruptcy of Security and Fire Fighting Services Contractor:

i) In the event of the Security and Fire Fighting Services contractor becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes or reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Security and Fire Fighting Services contractor under this Contact shall be forthwith automatically determined but the said employment may be reinstated and continued if the Owner and the Security and Fire Fighting Services contractor, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

ii) In the event of the employment of the Security and Fire Fighting Services contractor being the following shall be the respective rights and duties of the Owner and Security and Fire Fighting Services contractor.

The Owner may employ and pay other persons/agencies to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for the carrying out the completion of the Works.

iii) The Security and Fire Fighting Services contractor shall if so required by the Owner within 14 days of the date of determination assign to the Owner without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any works for the purposes of this Contract but on

the terms that a supplier or Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Owner. In any case the Owner may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the Security and Fire Fighting Services contractor. The Owner's rights under this paragraph are in addition to his rights to pay Sub- Contractors under this paragraph and all such payments may be deducted from any sum due or to become due to the Security and Fire Fighting Services contractor.

iv) The Security and Fire Fighting Services contractor shall as and when required in writing by the Owner so to do (but not before) remove from the works any temporary buildings, plant, tool, equipment, goods and materials belonging to or hired by him. If within a reasonable time after any such requirements has been made the Security and Fire Fighting Services contractor, has not complied therewith then the Owner may (but without being responsible for any loss or damage) remove and sell any such property of the Security and Fire Fighting Services contractor, holding the proceeds less all costs incurred to the credit of the Security and Fire Fighting Services contractor.

25. Determinations by the Owner

Default:

If the Security and Fire Fighting Services contractor shall make default in any one or more of the following respects, that is to say: -

If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or If he fails to proceed regularly and diligently with the works, or If he refuses or persistently neglects to comply with a written notice from the Owner requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or If he fails to comply with the provision of clause 14 or if he fails to comply with any terms of the contract document.

Then the Owner may give him the notice by registered post or recorded delivery specifying the default, and if the Security and Fire Fighting Services contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the Security and Fire Fighting Services contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

26. Labour

The Security and Fire Fighting Services contractor shall employ no child labour less than 18 years of age on the work. If female labour is engaged the Security and Fire Fighting Services contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labourer shall reside within the compound except authorized guards. Labour Acts issued by the state/central government from time to time has to be followed scrupulously.

The labour (supervisor, technicians and workers – full time and part time) indicated in the bill of quantities is an essential term of contract. TICEL shall be entitled at all times to inspect or calculate the actual manpower deployed in TICEL BIO PARK. If during such inspection or calculation, TICEL discovers that the agreed minimum manpower has not been deployed, then the Owner shall be entitled to deduct proportionate amount from the lumpsum quoted for the deployment of the manpower. This right of the Owner shall be without prejudice to any other right of the Owner available under this Contract on such matters.

27. Protection of trees and shrubs

Trees and Shrubs designated by the Owner shall be protected from damage during the course of the work and the earth level shall not be changed within three feet periphery of such trees.

28. Guarantee

Besides guarantees required elsewhere, the Security and Fire Fighting Services contractor shall guarantee the work in general as noted under clause 20 of the Conditions.

The Security and Fire Fighting Services shall submit all required guarantees to TICEL when requesting certification of accounts for payment by TICEL.

29. Antiquities

All fossils and other objects of interest or value, which may be found at the site or in excavating the same during the progress of the work, shall become the property of the Owner. The Security and Fire Fighting Services contractor shall carefully take out and preserve all such objects and shall immediately or as soon as convenient may be after the discovery of such articles deliver the same into the possession of the Owner un-cleaned and as excavated.

30. Disputes Resolution:

All disputes, differences or claims of any kind whatsoever arising out of or relating to, this Agreement, or its validity, construction, breach or performance between the parties to this Agreement shall be finally settled through Arbitration. However the parties shall first endeavor to settle the same amicably in a spirit of co-operation.

- a) The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 of India as amended up to date.
- b) The arbitrator shall be appointed by the Managing Director of the Company and the Company shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act, 1996 and any amendment thereon.
- c) The arbitration hearing and all proceedings in connection therewith shall take place in Chennai and the language of the arbitration shall be English. The arbitration proceeding shall be conducted under the aegis of the Madras High Court Arbitration Centre and the parties shall be governed by the Rules of the Centre.
- d) The arbitration award shall be final and binding on the parties and shall be enforceable in any competent court of law, and the parties agree to be bound thereby and to act accordingly. The rights of the Parties shall remain suspended in relation to matters which are being arbitrated. Each party shall bear its own costs for the arbitration and any attorney's fees, unless declared otherwise by the arbitral award.
- e) The Courts in Chennai shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.

31. Protection and cleaning

The Security and Fire Fighting Services contractor shall protect and preserve the work from all damage or accident by providing any temporary coverings, boxing or other construction as required by the Owner. This protection shall be provided for all property adjacent to the site as well as on the site.

32. Withdrawal of Contract Services in between the Contract Period

If the Security and Fire Fighting Services contractor withdraws Security and Fire Fighting Services and Waste Management Services provided to the owner before the completion of three years period, Security and Fire Fighting Services contractor has to pay two months labour bill as penalty and Performance Bank Guarantee given by the Security and Fire Fighting Services contractor will be revoked by TICEL.

However, the contractor has to issue 3 months notice and terminate the contract.

Place:

Date:

Signature of the Tenderer / Contractor With seal

APPENDIX

SUMMARY OF GENERAL INSTRUCTIONS & NOTICE INVITING TENDER AND CONDITION OF CONTRACT

1.Date of commencement of work	1 st April, 2025
2.Period of Contract	Three years, renewable every year subject to the satisfactory performance of the contractor as decided by TICEL.
3.Yearly Escalation	The yearly escalation should not exceed 5% value for any consecutive year. Salary will be considered for 30/31 days of each month including weekly off, reliever charge and other service charge.
4. Liquidated Damages (not as Penalty) : (Clause 20 of Conditions of Contract)	Refer Clause 20 of Conditions of contract. The period of failure to carry out, delay and / or unsatisfactory performance of the service and such other matters etc. shall be as assessed and determined by the Owner which is final and binding on the Security and Fire Fighting Services Contractor .
5.Earnest Money Deposit	Rs.1,10,000/- (Rupees One Lakh ten thousand only) as DD.
6.Performance Bond	An amount equivalent to 10% of the highest annual contract value in the form of Bank guarantee from any nationalized/scheduled bank with additional revocable period of six months from the date of completion of the job valid for the contract period.
7. Payments	By submission of monthly bill at the end of each month
8.Payment of bills by the Owner	Payment shall be within 14 days from the date of receipt of correct Invoice by TICEL with required documentation proofs.
9. Final Payment	3(Three) months after completion of the contract.

10. Rate of Interest for Delayed Payment	Nil
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Place:

Date:

Signature of the Tenderer / Contractor With seal

SPECIAL CONDITIONS FOR THE SELECTED TENDERER

1.0 Material Acceptance

- 1.1 Contractor shall not procure any material for use in services unless he shall take prior approval from the Owner. Contractor shall present specifications of materials to be used in works for Owner's approval before placing the order.

Contractors shall use only "materials" for execution of the works.

2.0 Inspection by Owner

- 2.1 Owner's representative shall inspect Contractor's work at each stage, and shall either accept or reject the same. The rejected work shall be rectified by Contractor, entirely at his own cost and to the entire satisfaction of Owner.

3.0 Water and Electricity etc.

3.1 Water

The Security & Fire Fighting Services Contractor is permitted to avail the services available at site free of charge. However, any dis-proportionally large or a high-volume consuming activity shall be performed only after prior approval is obtained from the Owner.

3.2 Electricity

The Security & Fire Fighting Services Contractor is permitted to avail electricity at site free of charge for performance of their scope of work. However, any dis-proportionally large or a high-volume consuming activity shall be performed only after prior approval is obtained from the Owner.

4.0 Restricted Area

- 4.1 Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the Owners direction and control.

5.0 Hazardous Area

- 5.1 The work area in and around the Operating Units such as Service building, TES Tanks, Cable tunnel, Fire Fighting Pump room, DG area, Auxiliary AC pump room, Effluent collection sump and Sewage collection well, UG sumps, Fuel Storage Tank, LPG bank (meant for food court) Double Alkali F.G.D System, Electrical Shafts, electrical cable/communication

cable/waterline trenches etc. etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by with the safety rules / regulations and fulfilment of ISO standards. If Contractor shall experience unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle Contractor to reimbursement of additional costs.

6.0 **Superintendence**

6.1 Contractor shall provide all necessary superintendence as necessary for the proper fulfilling of Contractor's obligations under this Contract.

7.0 **Progress of Services**

Contractor shall submit to Owner, a daily man power report detailing the accomplishments of the previous day incident reports and the remedial action taken. Access to Contractors works shall be granted to Owner or its representative at any time for the purpose of ascertaining progress. Any incidents happens in and around the premises, it should be reported within 24 Hours in details with causes and remarks Contractor shall submit to Owner, a daily man power.

8.0 **Working Hours**

8.1 The premises are subject to continuous occupation of all the 24 hours of a day. The manpower deployment at various locations shall be decided in consultation with TICEL. Shift allotment, general shift allocation of the manpower will be mutually decided in consultation with TICEL and approved by TICEL. The working hours of staff in shift shall be 8 hours and general shift 9 hours (8 hours Plus 1 hour for Lunch / Tea Break) within the quoted rate.

9.0 **Adequacy of Contractor's Staff**

9.1 It is understood that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of Security & Fire Fighting Services. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times.

9.2. If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of Owner, is inadequate to meet the requirements of Contract services, Owner may so notify Contractor, who shall thereupon

take immediate steps to increase its staff at site. Contractor shall effect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, Owner may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the owner to be deducted from the payment of Contractor.

- 9.3 Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not proceeding with the performance of services with due diligence to ensure fulfilment of contractual requirements.

10.0 Conditions of Performance

10.1 Contractor confirms and assures that:

10.1.1 Contractor has the requisite skilled and qualified personnel to perform the services.

10.1.2. Contractor has inspected the premises and is familiar with the conditions related to performance of the services

10.1.3. Contractor shall at all times ensure that the supply of know-how, Manpower, Materials, Equipment, Tools and Vehicles shall be adequate to satisfactorily undertake the scope of services without delay.

10.1.4. Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of Owner, and in good and professional manner and in accordance with sound industry practice.

10.1.5. Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.

- 10.2. Owner has discussed and agreed with Contractor as per the Contract, the general basis for execution of services, Contractor shall provide procedures for Owner approval in accordance with Annexure which shall be based upon good working practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and Owner regarding particular work procedure followed or proposed to be followed by Contractor, Contractor

must justify to Owner the soundness of such procedure and shall obtain Owner's written approval before the same may be effected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract.

Owner shall have the right to check and make remarks on any or all procedures proposed to be adopted by Contractor for the performance of services. Contractor shall submit such work procedure for Owner's review and approval.

10.03 Contractor shall notify the Owner as soon as Contractor knows of any difficulty in performing the services. If, at any time during the performance of the services, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its performance. If Contractor does not improve its performance to meet the approved and accepted schedule, Owner may require an increase in overtime working hours, an increase in the number of Manpower and Equipment, Plant, tools etc. all without any additional payment by Owner to Contractor. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligations to achieve the performance required by Contract.

10.04. If Contractor fails to perform any of the services then Owner has the undisputable right to claim damages and hire a third party to perform such services, and the incurred amount i.e. the additional amount payable to the third party by virtue of assigning services until expiry date of Contract shall be recovered from any monies due to Contractor under the Contract.

10.05. In the event that Contractor fails to progress the services in accordance with accepted Schedule of work and thereby incurs Owner in additional cost and / or expense through the re-Organization and / or re-scheduling of dependent third party claims in consequence thereof, then to the extent that Contractor is at fault, Contractor shall reimburse all such direct and verifiable costs and expenses to Owner and Owner may deduct such sums from the value of any invoice submitted by Contractor or from any sums due or owing which may become due or owing to Contractor.

11.0 Variations in Scope of Work

11.1 Additional and modification works shall be subject to the provisions made under this contract Agreement.

11.2 Additional and modification works related to scope of services.

11.3 Owner may frequently have some additional works, modifications etc at site

related to the Scope of Services to be carried out. Owner has the right to make use of Manpower, materials, Equipment, Tools & Vehicles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to Owner. However, the cost of materials required for such works shall be paid as per the provision under this contract.

- 11.4 Owner has the right to waive the charges of damages due to routine programme performance shortfalls observed of Contractor by Owner during that period for using its Manpower, materials, Equipment, Tools and Vehicles for carrying out the additional works.

12.0 Labour

- 12.1 Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this Agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provision) Act, 1952, Payment of Gratuity Act, 1952, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act, 1923, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971 and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India/State Government.

All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. The contractor should submit the antecedents of their employees with police verification at the time of execution of agreement. This has to be followed during the entire contract period.

- 12.2 Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by Owner
- 13.0 Contractor shall administer any National Labour on employment on terms and conditions not less favourable than those established for equivalent sites or locations within India.

- 13.1. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhood of the site against the same.
- 13.2. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to Owner. If any dispute arises between the contract labour/labour/employees and Contractor agency, the owner will not be responsible in any manner. The Security and Fire Fighting Services contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The Security and Fire Fighting Services contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the Owner due to the stoppage / strike by the Security and Fire Fighting Services contractor. TICEL shall recover the cost incurred due to this from the Security and Fire Fighting Services contractor's running account bills.
- 13.3 Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, Owner or of a third party, report such occurrence to the competent authority whenever such a report is required by law.
- 13.4 Contractor shall be responsible for the observance of all provisions of this Article by any Sub-contractor employed by it in the execution of this Agreement.
- 13.5 Owner shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of Owner has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of Owner shall not again employ such person upon services at any circumstances.

14.0 Contractor's Working Hours

- 14.1 Normal daily working hours for Contractor's personnel, except those working on rotational shift basis will be prepared by Contractor and approved by Owner. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis. In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc. (i.e All security personnel to be given one day weekly off and relievers to be

provided for ensuring 24x7 operation of security provision.

- 14.2 Persons working on shift basis will follow the weekly shift schedule to be prepared by Contractor and approved by Owner. Contractor shall arrange to provide at his cost relievers for its Shift Personnel.
- 14.3 Contractor will have to work after normal working hours if required and on Sundays / Holidays to fulfil its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted. Contractor's personnel should not be employed for more than one shift on continued basis at any point of time.
- 14.4 After normal daily working hours and on Sundays / holidays, Contractor is required to maintain an emergency standby team capable of handling any crisis which may arise with materials, Equipment, Tools and Vehicles at site. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by Owner's Representative(s) without any extra cost to Owner.

During the festive days, Contractor at no extra cost to Owner shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by Owner.

- 14.5 Medical Fitness Certificate to be produced for all the personnel from the registered Medical Practitioners in Government Services.

15.0. Declaration:

The Contractor shall provide a Declaration that he will make all Statutory Payments like PF & ESI to his employees and remitted all applicable taxes like Service Tax to the Government.

16.0 Conflict of Interest:

- 16.1 Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.
- 16.2 Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to Owner's detriment.

SECTION -7**TERMS OF REFERENCE****SCOPE OF WORK:**

The responsibility of Security and Fire Fighting Services contractor shall cover:

The scope of Work of the security force is to provide an effective system of Security and safe guards, which will serve to protect the company's property and its facilities, its employees, clients and other occupants in TICEL and its interest from loss or damage. This includes fire, theft, pilferage, fraud, misappropriation, malicious destruction, the safeguarding of company's confidential information and material, natural calamities and in certain cases, military security classified data security function is also responsible for maintaining order among the employees and visitors, issuing relevant entry passes and maintaining proper documents as required and stipulated by TICEL individual offices will be secured by Occupants on their own. If occupants engage the services of Security agency as additional service, prior consent of TICEL shall be obtained. Separate dress code shall be provided for such cases. At the same time no short fall in agreed manpower shall take place. Property of the Leased/bought out offices including their plant and equipment shall not come under the scope of the Security agency except when such equipment and plants are in transit through common areas of TICEL outside of the Leased/bought out offices. The Security agency shall monitor all visitors as well as their belongings once inside the premises. While being discrete, the security force shall also be effective for this purpose they will have the right to frisk any visitor or examine any vehicle, if they have reasonable suspicion.

These activities shall not cause harassment, unpleasantness, informing the visitors of security requirements through any signage's to this effect may be put up by the Security agency in prior consultation with TICEL.

The shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.

The fire fighting core team shall be available at all times in the site as specified in the tender document. The core team shall constantly patrol the entire building including vital areas and shall be responsible for fire vigil and prevention survey as well as initiating fire fighting operations in case of detection. The main purpose of patrolling is to ensure early detection as well as control of activities that may lead to fire. All security guards shall be trained in fire fighting emergency/ evacuation procedures and in emergency, shall supplement the core team. The core team as well as security guards shall be provided with Walkie- Talkie and other effective means of communication at all times by the Security agency as indicated in the general instructions and notice inviting tender clause and elsewhere defined in the tender document.

All Security guards shall be trained for fire fighting also. All the these operations shall be carried out under the direction of the authority concerned at TICEL. All incoming and out going materials shall be properly documented with entry pass and out pass, containing all relevant information.

The detailed services requirement at TICEL BIO PARK at Chennai under the tender are:-

The scope of work shall include below but not limited to this only. The personnel deployed by the contractor at TICEL BIO PARK shall work under overall supervision & direction of TICEL Administration.

1	Round the clock 24x7 Security and Fire Fighting Operation of the entire building/property and Keeping active vigil of TICEL BIO PARK moveable and immovable assets, equipment's and other items from any thefts, pilferage or damage and also ensure safety of employers, guest, visitors, occupants or any other person working in TICEL.
2	Regulate access control at nominated places of deployment, prevent misuse of premises and facilities, prevent trespassing, unauthorized construction in TICEL premises, vandalism, throwing of garbage in TICEL's premises, prevent littering, spitting and ensuring cleanliness etc.
3	Managing visitors Shift-wise, manning TICEL's entrance, main and other gates.
4	The Security staff shall issue entry pass and maintenance of records of visitors entering in to TICEL premises.
5	No outsiders are allowed to enter in the building without proper entry Pass unless requested by the Authorized Admin/Officers of the concerned Occupants/Department.
6	Daily Checking of identity card, entry pass, and Temporary Identity card of all occupant's/employee/ visitor/guest/service providers/ vendors etc. entering TICEL premises.
7	If Occupant/ employee/ visitor/ guest/contractor/ service provider/ vendor are found carrying objectionable articles, he/she shall be detained and the article shall be removed from being carried into building. In case of resistance from him/her, the person shall not be allowed entry into building even if he is in possession of valid Identity card or any other means of access. The incident shall be reported immediately to Security Supervisor and TICEL officials for further action.
8	The Security and Fire Fighting should also assist and guide the Occupants/Visitors/Employees/Guest whenever required. They should be fully aware of the facilities available with TICEL for the Occupants. They should be courteous and polite in their behaviour.
9	The Security staff shall watch, attend and properly deal with security risks like unattended / unclaimed objects, overcrowding, and mischief by bullies, misbehavior, and miscreant activities etc. and report to TICEL officials.

10	The Security and Fire Fighting should also assist and guide the Occupants/Visitors/Employees/Guest whenever required. They should be fully aware of the facilities available with TICEL for the Occupants. They should be courteous and polite in their behaviour.
11	The Security staff shall watch, attend and properly deal with security risks like unattended / unclaimed objects, overcrowding, and mischief by bullies, misbehavior, and miscreant activities etc. and report to TICEL officials.
12	The Security Staff shall watch and ensure that restricted areas are not entered by unauthorized persons and only persons with proper authority enter these areas.
13	Recording and Maintaining records of Security & Fire Fighting Services and other contractual staff entering/leaving the TICEL and Admin Premises.
14	Screening/Checking/scanning all vehicles entering TICEL premises.
15	The vehicles entering shall be thoroughly checked and found carrying objectionable articles, he/she shall be detained and the article shall be removed from being carried into building. In case of resistance from him/her, the person shall not be allowed entry into building even if he is in possession of valid Identity card or any other means of access. The incident shall be reported immediately to Security Supervisor and TICEL officials for further action.
16	Checking of outgoing vehicles, private Cars, Taxis etc. For any unauthorized material movement.
17	Maintaining records of Incoming and outgoing vehicles, private Cars, Taxis etc.
18	Guiding vehicle entry of visitors/employees and guests to TICEL Buildings
19	Checking and recording of incoming and outgoing consignments/ materials.
20	The movement of materials in and out of TICEL premises shall be only on proper gate pass and shall be recorded in the register maintained for the purpose.
21	No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
22	The security Supervisor shall make perform patrolling inside the TICEL premises and shall make constant movements including rooftops, terraces, basement etc.
23	The Security supervisor on patrol duty should take care of all the Fire hydrants, equipment's and other items from any thefts, pilferage or damage etc. installed in the open, all over the premises
24	It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the occupant's or by visitors or by stray cattle.
25	Any other job as assigned by TICEL for the benefit of employees of Occupants.
26	Security, Fire Fighting and Supervisors must perform duties as per the SOP, if any, provided. They shall follow the directions of TICEL officials.

27	Security staff should be courteous to occupants/ visitors/guest and should be customer friendly
28	The security and firefighting personnel at the beginning / ending of every shift, has to conduct roll call / tool box meeting and report to TICEL officials.
29	The Contractor shall maintain close liaison with local police and update themselves with law and order situations. They should proactively gather intelligence and update the TICEL's Officials.
30	TICEL have a detailed evacuation plan with marking of assembling areas and the Security/Fire Officer should get accustomed and the same should be implemented.
31	The Security Contractor shall maintain close liaison with Tamil Nadu fire and rescue services in order to coordinate and organize Annual emergency evacuation mock drill or in case emergencies.
32	The firefighting core team shall be available at all times in the site as specified in the tender document. The core team shall constantly patrol the entire building including vital areas and shall be responsible for fire vigil and prevention survey as well as initiating fire fighting operations in case of detection.
33	The Safety Supervisor shall take all preventive safety measures in the HOT/COLD/HEIGHT work permit area and ensure the safety of work area and deploy a Fire guard in stand by duty.
34	Undertake fire-fighting operations with available equipment's and resources in situation of emergencies.
35	The Security Staff, Supervisors, fire team and security officer shall act as Quick Reaction Team in case emergencies.
36	They should be fully aware about the preventive security measures as well as measures to be taken when any untoward incident happens. They should know the chain of command including contact numbers etc. of the concerned officials in TICEL Security and Operations Department for immediate communication. They should be aware of contact numbers of hospitals, Ambulance services available etc. so that in emergencies they can rush the concerned for medical aid without loss of time. They shall possess valid First Aid Certificate and shall render First Aid to needy passengers and staff as and when necessary
37	Entry of the street-dogs, cat and stray cattle into the TICEL Premises is to be prevented. It should be at once driven out.
38	All lights in common areas and external areas should be controlled effectively by the security agency.
39	Parking areas as allocated by TICEL marked for the respective tenants/visitors will be under the overall control of Security agency.
40	The Security guards should be skilled in traffic management, parking Management firefighting and first aid treatment.
41	Protect Occupants / employee vehicles against harm / theft / damage.
42	At any time, Vehicles parked should always match with the register / system data maintained for same.
43	Fuel storage tank, underground water tank, gas bank, scrap yard has to be monitored round the clock.
44	Checking and Maintaining records of portable water tanker supplier water quantity and quality engaged by TICEL on trip basis.

45	Suitable communication system should be provided to all Security and Fire fighting staff. This is the responsibility of Security agency.
46	The Security supervisors deputed to man the Security Control shall always be vigilant. Supervisor should maintain a log book recording the events of day-to-day observations chronologically and action taken. In case of major untoward incident, they should send special report to TICEL's officials.
47	The Contractor shall maintain records of the activities of security checks, safety audit, frisking etc, which shall be subject to inspection by authorised representative of TICEL.
48	All inventories should be prepared and monitored by Security contractor. Inventory report should be submitted by Security contractor to TICEL every 3 months.
49	The Contractor shall maintain an attendance register in which day to day deployment of the personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by authorized representatives of TICEL.
50	Daily Report to be submitted by security Officer on any incidents happen in any office/site or premises with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etc.
51	To keep close watch so that no repair/construction works is carried out in the building without written permission of TICEL.
52	No occupant should be allowed to take in or take out bulk items/fixtures without written permission of TICEL.
53	To man and operate lifts whenever necessary.

Special Instruction:- These are in addition to what have been stated in General conditions and other parts of this document)

1	The Security Staff and Supervisors deputed by the Contractor should be adequately trained in accordance with provisions under the Tamil Nadu Private Security Agencies (Regulation) Act (PSAARA) – 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008. They shall be in possession of valid certificates under the Tamil Nadu Private Security Agencies (Regulation) Act – 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008. A copy of the PSAARA Certificate should be submitted along with the Bid.
2	Verification of Character and antecedents of the Security Personnel –
(a)	Before a person is employed or engaged as a security personnel, the Contractor shall satisfy itself about the character and antecedents of such person in any one or more of the following manners: -
(i)	By verifying the character and antecedents of the person by itself;
(ii)	By relying upon the character and antecedents' verification certificate produced by the person: Provided that the character and antecedents' certificate shall be valid and the contractor does not have any adverse report regarding the person's character and antecedents from any other source, as provided herein under.
(iii)	By relying on the report received from the police authorities signed under the authority of the Superintendent of Police of the district concerned or an officer of the equivalent or higher rank.
(b)	On the basis of police verification and on the basis of their own verification, the Contractor should produce the Police Verification certificates/Form III in respect of the antecedents of the personnel to be positioned within two weeks after the award of contract. In case the employee is replaced, then the contractor shall inform TICEL nominated official in-charge and also submit the police verification of replacement as prescribed in Tamil Nadu Private Security Agencies (Regulation) Act – 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008
(c)	Character and antecedents' verification report once issued, will remain valid for three years.
(3)	The contractor shall get the Guards and Supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. TICEL shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.
(4)	The Agency shall ensure that its personnel do not at any time, without the consent of The TICEL in writing, divulge any information, documents, accounts matter or transaction undertaken or handled by TICEL and shall not disclose to any information about the affairs of The Agency and The Company. The clause does not apply to the information, which becomes public knowledge.
5	CVs of the personnel to be deployed should be submitted to TICEL. Each CV shall have the current photographs of the person and shall be signed by the person. Each CV shall be submitted

	duly verified by the contractor which shall contain the following information but not limited to:-
(a)	Name in full
(b)	Father's name
(c)	Date of Birth
(d)	Present Address
(e)	Permanent Address
(f)	Educational Qualification
(g)	Experience in relevant field of activity
(h)	Whether any antecedents of Police cases (Police verification certificate to be enclosed).
(i)	On top of every CV, the proposed category is to be indicated.
6	Security Personnel training. -
(a)	The Contractor shall frame the detailed training syllabus required for training the security guards including supervisors and security officer. This training shall be for a minimum period of hundred hours of classroom instruction and sixty hours of field training, spread over at least twenty working days. The ex-servicemen and former police personnel shall however be required to attend a condensed course only, of minimum forty hours of classroom instructions and sixteen hours of field training spread over at least seven working days as prescribed in Tamil Nadu Private Security Agencies (Regulation) Act - 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008 .
(b)	The training will include the following subjects, namely: -
(i)	Conduct and correct wearing of uniform;
(ii)	Physical fitness training;
(iii)	Physical security, security of the assets, security of the building, personnel security
(iv)	Fire fighting (Theory and Practical) ;
(v)	Crowd control;
(vi)	Examining identification papers including identity cards, passports and smartcards (Practical Compulsory):
(vii)	Should be able to read and understand English alphabets and Arabic numerals as normally encountered in the identification documents, arms licence, travel documents and security inspection sheet;
(viii)	Identification of improvised explosive devices;
(ix)	first-aid(Theory and Practical) ;
(x)	Crisis response and disaster management;
(xi)	Badges of rank in police and military forces;
(xii)	Identification of different types of arms in use by public and police;
(xiii)	Use of security equipment's and devices (for example, security alarms and screening equipment's); and

(xiv)	Leadership and management (for supervisors only).
(c)	All the security personnel engaged in TICEL should have to successfully undergo the training prescribed by the controlling authority. On completion of the training, each successful trainee shall be awarded a certificate in Form as training certificate by the training institute or centre as prescribed in Tamil Nadu Private Security Agencies (Regulation) Act – 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008.
(d)	The Contractor should handover the certificate/Form IV photo copies of all the security personnel deployed in TICEL yearly as prescribed in Tamil Nadu Private Security Agencies (Regulation) Act – 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008.
7	All the Security Personnel deployed by the agency should be a citizen of India and have minimum literacy level and should have passed SSLC/ 10th Standard.
8	The Following equipment should be provided by the contractor and stationed and utilized for execution of services for TICEL BIO PARK – <ul style="list-style-type: none"> ❖ Four heavy duty rechargeable search light, ❖ Two Emergency light rechargeable ❖ Four Multi colour LED traffic baton light, ❖ Two First Aid Kit, ❖ Two set of Nomex Fire fighter jacket and trouser with hood, gloves, helmet, boot and Bag– have been tested for flame and heat resistance. ❖ Ten florescent jackets. ❖ Eight Kenwood PKT – 03 Walkie Talkies, Frequency range 325-360MHZ/ 440-480 MHZ , Max. 04 Channel, Power Output: 4W, Battery Voltage: 3.8V DC Plus or minus 10% , Operating Temperature -10 C to 60 C, (Walkie talkies RF Licence to be obtained by the selected operator for using walkie talkies).
9	The contractor shall provide all communication facility like shift mobile phones as required to the security personnel at his own cost.
10	All Security personnel to be given one day weekly off and relievers to be provided to ensure 24x7 security.
11	No Security Staff shall be asked to continue after completion of his shift. Detention of Security Staff on overtime duty is not acceptable.
12	Any breach of Conditions stipulated in the contract detected by TICEL officials shall be dealt as per contract conditions besides imposing penalty clause.
13	The Contractor shall maintain records of the activities of security checks, visitor detail, vehicle details, frisking, material movement, loss and found etc, which shall be subject to inspection by authorized representative of TICEL.
14	In the event of receipt of Security alerts, the Security Contractor should be able to deploy extra man-power to tackle the situation.
15	In the case of replacement of any Security Personnel i.e, Security Guard, Asst. Security Officer, Supervisor, Safety Supervisor etc., so deployed with the others of required qualification, TICEL shall be informed at least 3 months in advance. Frequent replacements of Security personnel have to be avoided. No staff shall be replaced within one year from his date of joining unless otherwise. TICEL desires to relieve him. No staff shall be relieved/replaced from this site without the concurrence of TICEL.
16	The rates of Minimum Wage rules as notified by the Government of Tamil Nadu under the Minimum Wages Act 1948 and subsequent orders issued from time to time and Rules of Office of the Chief Labour Commissioner should be taken in to account.

17	Security Personnel deployed in TICEL should not be utilized in other units in the subsequent shift after they perform duty in TICEL and should not be diluted in any manner.
18	The Contractor while engaging a Chief security officer, Senior Security officer, Security officer and supervisor and security guards shall give preference to a person who has experience of serving in the Army, Navy, Air Force or any other Armed forces of the Union or State Police including armed constabularies and Home Guards for a period of not less than three years.
19	In case the quality of work is not satisfactory TICEL is at liberty to terminate the contract / work order a whole and Security deposit be forfeited. The agency will have no claims whatsoever on this account in TICEL.
20	Agency will be fully responsible for any accident or mishap involving security/fire team engaged by the agency and shall make good the claims on TICEL if any claimed by victims of such incidents. The agency shall indemnify the TICEL for any claims arising out of accidents disabilities of any nature or death or claims out of provisions under all applicable laws or claims of any other nature in respect of all Security Guards engaged by the agencies. The agency will fully indemnify TICE against all claims in this regard.
21	The TICEL through its authorized officers is free to issue instructions required from time to time to carry out the assigned functions professionally. All such instructions received by the authorized representative on behalf of the agency shall be deemed to have been received by the agency with the scope of this order.
22	The agency shall issue a formal appointment letter to all the Security personnel deployed under the contract indicating the Name, designation, wage rate, amount of P.F both employees' contribution and employee contribution as required under contract labour (R&A) Act 1940 and other labour enactments within 15 days of deployment and submit copy of the same duly acknowledged by the appointed to TICEL for reference and records. A list of employees deployed under the contract with their detailed bio data shall be made available to TICEL along with their passport size photo. Any subsequent changes should be informed immediately.
23	The Agency shall issue photo ID cards to all its employee with the Agency's Logo, Name and designation of the employee deployed as stated below:-
24	The photo identity card shall convey a full-face image in colour, full name of the Security personnel, name of the Agency and the identification number of the individual to whom the photo identity card is issued.
25	The photo identity card shall clearly indicate the individual's position in the Agency and the date up to which the photo identity card is valid.
26	The photo identity card shall be maintained up-to-date and any change in the particulars shall be entered therein.
27	In addition to the above the TICEL Temporary photo identity card issued to the security Personnel should be returned to the TICEL, once the security guard is no longer engaged or employed by the contractor in TICEL. The cost of the Identity card/ temporary identity card to the security personnel shall also be borne by the contractor.
28	The Agency shall keep in mind the rules and regulations of the TICEL in force and instructions issued from time to time while discharging the assigned services. The TICEL will be free to take action against the agency for violating the same.
29	The agency shall be liable to pay compensation for any loss, theft and damage caused due to negligence of work of their personnel to the property of TICEL or its staff members / officers / visitors/ occupants by the agency or his workers.

	If any Security Personnel does not turn up or proceeds on leave or absents himself / herself it will be the responsibility of the contractor to provide suitable substitute immediately to ensure uninterrupted services with prior information to TICEL.
30	Functions of Supervisors/ Security officer: - The Supervisor/Security officer shall be able to dissimilate his experience as a supervisor/Security officer to control all the Security Guards deployed by the Agency. He must have qualification not less than a Graduate with relevant experience to handle this assignment. Irrespective of timings it is his duty to ensure punctuality and attendance of the Security Guards in respective area to service to ensure presence of required numbers of Security Guards in this respective shift to make alternative arrangements in case of absence, persons on leave, so that assigned work should not be hampered, to carryout quality performance checks of all the Security Guards at frequent intervals and put in place the corrections measures as may be required. He shall act as a key person to receive instructions from time to time from TICEL and act upon them.
31	The Security personnel should wear uniform which should be provided by the contractor. The uniform should be such that even in a crowd the security Staff is conspicuous by his uniform. The uniform should also facilitate identification of the rank of the security person. All Supervisors and Security Staffs shall wear neat & smart Uniform (Shirt, Pants, Shoes, Cap etc.) with the logo of the Contractor's Firm. All Supervisory and Security Staff shall be provided with Name Badges & Identity Cards with photograph. A database of the Identity Card holders shall be kept updated. Necessary personal protective Equipment including winter clothing, raincoat, gumboot, safety shoes, Umbrella etc. shall be provided by the contractor at their cost. A lane yard is to be part of uniform and a whistle is to be provided to the security guard on duty.
32	The contractor should provide necessary uniform to their and make it obligatory for its security personnel's to put on:
A	an arm badge distinguishing the Agency;
B	shoulder or chest badge to indicate his position in the organisation;
C	whistle attached to the whistle cord and to be kept in the left pocket;
D	shoes with eyelet and laces;
E	a headgear which may also carry the distinguishing mark of the Agency.
F	The clothes worn by the security personnel while on active duty shall be such that they do not hamper in his efficient performance. In particular, they will neither be too tight nor too loose as to obstruct movement or bending of limbs.
G	Every security personnel while on active security duty will wear and display photo identity card, on the outer most garment above waist level on his person in a conspicuous manner.
H	The Agency shall provide minimum two sets of uniforms every year to the Security Guards as approved by TICEL and ensure that each security guard while on duty always wear neat and tidy uniform. Fine will be imposed on the Agency if the workers are found without proper uniform
I	I. D. Cards for Security Guards: The contractor shall issue identity cards to the Security Personnel's. The security Personnel needs to display his ID card while on duty. Any Security personnel found without identity card will not be permitted to enter the premises.

J	The Security Personnel provided by the Agency should have good knowledge of Tamil for conversation as well as reporting purpose and should have adequate skills to manage the crowds/Public.
K	The Agency is solely responsible for payment of monthly salary including leave salary, bonus, gratuity, etc. to the security personnel as applicable to them by law.
L	License from Labour Department as per Contract Labour (R & A) Act, should be obtained for the contract work within 30 days of award of contract.
M	Security Guard to give information of offences:- If violation of any Law as laid down in section 39 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974) is noticed by any Security Guard during the course of discharge of his duties he shall bring the same to the notice of the TICEL
N	Similarly in completion of contract, the security service contractor should arrange to hand over all the records, documents and register etc., complete including training in work routines to be followed etc., to the new agency work selected and appointed by the owner.

Security Personnel Requirement:

The Security agency has to deploy a total of 32 security personnel on a daily basis for its operation. The above manpower is indicative only subject to actual requirements of manpower based on occupancy level and nature of client's activities, etc., TICEL shall decide about the manpower requirements on monthly basis and accordingly engage for the month with Security & Fire Fighting contractor. The contractor is responsible to deploy the manpower on monthly basis. The payment shall be made on the actual deployment at the quoted rate for each category of Security & Fire Fighting.

Shift timings:-

SI No	Shift	Timings	
		1.	General Shift
2.	First Shift	6.00 AM	2.00 P.M.
3.	Second Shift	2.00 PM	10.00 P.M.
4.	Night Shift	10.00 PM	6.00 A.M.

No Shift person shall be allowed to work beyond normal shift time (specific approval from TICEL to be obtained incase of exigency). However, TICEL reserves the right to modify/ change the shift pattern & timing depending upon the needs.

Description Manpower	Shift			General (8.30 AM to 5.30 PM)	Total
	1 st (6 AM to 2 PM)	2 nd (2 PM to 10 PM)	3 rd (10 PM to 6 AM)		
<u>Security & Fire fighting Guards</u>					
Main Gate Entry	3	3	2	--	8
Exit Gate	1	1	1	--	3
Phase-II -First floor (TICEL Lab)	1	1	--	--	2
In between Phase-I & Phase-II	--	--	--	1	1
Two Wheeler parking area (opp to Phase-II entrance)	1	1	1	--	3
Car Parking	B1	1	--	--	2
	B2	1	1	--	3
	B3	1	1	--	2
Service Lift/Diesel Yard	1	1	1	--	3
TOTAL (A)					27 nos.
Security Incharge (Shift Incharge)	1	1	1	--	3
Asst. Security Officer	--	--	--	1	1
Safety Supervisor				1	1
Total (B)					5 nos.
TOTAL (A+B)					32 nos.

The total number of persons indicated above is only minimum. The actual manpower demanded by TICEL has to be provided by the Contractor as and when the need arises. TICEL has the following points of Entry and Exits:

AREAS TO BE COVERED (Tentative):

- Entry and Exit Gate
- Building Entrance
- Fire Team/Fire Pump Room / Gas Bank / HSD Storage
- Reception
- Basements 1,2 & 3 and Two & Four-Wheeler Parking
- Main Entrance
- Pedestrian / Drive Way/ Ramp entry and Exit/ loading Point
- Service Lift – 2 locations (2 Lift)
- Passenger Lift- 2 locations (8 Lift)
- Terrace of TICEL Phase-I & Phase-II
- TICEL IBMS
- TICEL Office
- Visitor Management at Front Entry and Exit Gate,
- Utility Building, Under Ground Tank and western scrap yard
- Substation block

The Security agency has to deploy a total of 32 Personnel on a daily basis for its 24x7 operation.

The tenderers are expected to employ minimum number of people for performing the above scope of work with qualification and eligibility given hereunder.

Qualification of Personnel to be employed by the Security Agency:

1. Asst. Security Officer:

- Minimum qualification shall be any Graduation.
- Minimum 7 years of experience, preferably in Army, Navy, Air Force or any other Armed forces of the Union or State Police including armed constabularies and Home Guards.
- Should be able to speak and write Tamil & English.
- Age shall not be more than 55 years.
- In case of ex-servicemen, the above qualification criteria may be relaxed, however their selection is subject to the approval of TICEL.

2. Security In charge (Supervisor):

- Minimum qualification shall be any Graduation.
- Minimum 5 years of experience in the field of security services.
- Should be able to speak and write Tamil & English.
- Age shall not be more than 50 years.
- In case of ex-servicemen, the above qualification criteria may be relaxed, however their selection is subject to the approval of TICEL.

4. Safety Supervisor:

- Fire Safety Supervisor shall be Graduate with Fire Fighting / prevention course certificate from National Fire Academy or equivalent Institution and Shall have 5 years' experience and should have worked in high rise building.
- Minimum qualification should be Graduate passed.
 - Minimum 5 years of experience as a guard.
 - Should be able to speak and write Tamil and be able to understand English.
 - Age should be between 25 to 40 years.

5. Fire Safety Guard

- Fire Security Assistant shall be SSLC / Plus 2 with Fire Fighting / prevention course certificate from National Fire Academy or equivalent Institution and shall have 2 years' experience and should have worked in high rise building.
- Minimum 2 years of experience as a guard.
- Should be able to speak and write Tamil and be able to understand English.
- Age should be between 21 to 40 years.

6. Security Guard

- Minimum qualification shall be SSLC / Plus 2 passed.
- Minimum 2 years of experience as a guard.
- Should be able to speak and write Tamil and be able to understand English.
- Age should be between 21 to 40 years.
- In case of ex-servicemen, the above qualification criteria may be relaxed, however their selection is subject to the approval of TICEL.

Standard of physical fitness for security guards.-

(1) A person shall be eligible for being engaged or employed as security guard if he fulfils the standards of physical fitness as specified below:-

- (i) **Height, Weight and Chest Measurements:** In respect of men, the height must not be less than 160 centimeters and in respect of women, the height must not be less than 150 centimeters. Weight must be according to standard table of height and weight. In respect of men, the chest measurement must not be less than 80 centimeters round the chest on full inspiration with a minimum expansion of 4 centimeters. There shall be no such chest measurement for women.

- (ii) **Eye sight:** Far sight vision 6/6, near vision 0.6/0.6 with or without correction; free from colour blindness; must be able to identify and distinguish colour display in security equipments' and to read and understand display in English alphabets and Arabic numerals;
- (iii) Free from knock knee and flat foot and should be able to run one kilometer in six minutes;
- (iv) **Hearing:** Free from defect; must be able to hear and respond to the spoken voice and the alarms generated by security equipment's';
- (v) Must have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need;
- (2) A candidate should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- (3) Agency shall ensure that every security guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

Penalty:-

a. Penalty for deficiency in services shall be imposed and recovered from the contractor. Details of deficiencies are given as under:-		
Sl No	Offence	Penalty (with or without warning) each case
1	Poor dress code	Rs.500/- each case
2	Using Mobile phone /listening music on Mobile/Other devices/ sleeping while on duty	
3	Improper cleanliness near their deputed place	
4	Late reporting, Leaving place of duty before schedule time or without informing	
5	Misbehaviour and non vigilant during duty hours	
6	Occupant complaint on any account	
7	Employee complaint	
8	Breach of Instructions	
9	Violation of Terms and conditions of contract	
10	Delay in payment of dues to any workmen (per day per workman)	
11	Non-Compliance(s) of any other provision of labour laws, pointed out by Employer or their representative (for each non-compliance informed in writing under the contract)	
12	Any delay in Purchase Procedures such as electronic gadgets, equipment listed in this contract etc.	Rs.10,000/- per week

	the deployed staff is not working/performing to the entire satisfaction of TICEL the contractor may be asked to issue recorded warning with or without penalty/fine.
c.	The above mentioned penalty shall be imposed on contractor and same shall be deducted from contractor's monthly bill and nowhere may it be constituted that it has been imposed on individual security services personnel or Supervisor. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
b.	Habitual offenders on above counts shall be recalled from the TICEL. Further TICEL shall have the right to recall any person in case of employee complaints/indulgence in malpractices or as decided by TICEL's representative in case the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases. In case

/ We hereby declare that I / We have read and understood the above instructions for the guidance of tenderer.

Place :

Date :

Signature of Tenderer

Annexure - 'A'**CO-ORDINATION PROCEDURE**

This procedure outlines various responsibilities of Representative(s) nominated by Owner and Security and Fire Fighting Services contractor for the Contract. Security and Fire Fighting Services contractor will carry out proper execution of the services under the supervision of Owner's Representative(s).

1.0 Communication

1.1 English language will be used for all purposes.

1. All written communication shall be done at site level directly between Owner and Security and Fire Fighting Services contractor. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.

2. Notwithstanding any other provision under this Contract Agreement, hand delivery will be an approved means of exchange of letters.

3. Security and Fire Fighting Services contractor shall prepare and issue Minutes of all Meetings and shall be responsible for obtaining approval of these minutes from Owner prior to release within two (2) working days of the meeting.

2.0 Site Instructions

2.1 Instructions shall be confirmed, in writing, using a numbered site instruction, and signed by Owner. Security and Fire Fighting Services contractor is required to sign one copy of each instruction as confirmation of its receipt.

2.2 Should Security and Fire Fighting Services contractor consider that he has received any instruction or order which has involved it in cost outside the Scope of Services covered by the Agreement, Security and Fire Fighting Services contractor must within forty eight (48) hours communicate in writing full details of its justification to Owner complete with break up for cost details, for consideration.

3.0 Reports and Services Records

3.1 Security and Fire Fighting Services contractor is required to prepare and submit to Owner various routine and special reports relating to the performance of the services.

Security and Fire Fighting Services contractor is required to submit daily reports of all activities.

1.1 A set of "Formats" currently in use for the Records of Performance of the Scope of Services is listed as Annexure 'C'.

1.2 Owner has the right to modify the present "Formats" in use or introduce new "Formats" as and when required to meet the services requirements. Security and Fire Fighting Services contractor is obliged to prepare and maintain such records.

4.0 Permits / Permissions

4.1 Security Passes

The Owner may issue required passes to Security and Fire Fighting Services contractor staff assigned to the project as situation warrant at any point of time. Security and Fire Fighting Services contractor shall contact the Owner as soon as such exigencies arise for the details of the procedure. Security and Fire Fighting Services contractor shall familiarize himself with all requirements of the Owner on contract award so that time delay on account of passes shall be minimized. Owner shall arrange for passes as required by the contract as soon as the request from the Security and Fire Fighting Services contractor is received.

Any delay or expense incurred, resulting from securing passes from the Owner shall not entitle Security and Fire Fighting Services contractor to any claim for extension of mobilization time or completion dates or additional payments.

Annexure –A

BILL PROCESSING FORMAT:

Security Services Monthly Payment Details					
Designation	To be supplied per day (Nos)	To be supplied man days for the month (Nos) as per LoA	Actual deployed Man Days for the month (Nos)	Actual Rate Per Person Per Day Amount (Rs)	Total Amount (Rs)
	(2)	(3)=2x*	(4)	5=(**)	6=(4)x(5)
Asst. Security Officer	01				
Security Supervisor	03				
Security Guard	21				
Safety Supervisor	01				
Fire Safety Guard	06				
Total	32				
Total for Labour Cost					
Charges for Equipments'					
Total Amount					
Add: GST @					
Total Amount inclusive of CGST & SGST					
Less: TDS @					
Less: Penalty for non-performance as per tender Condition					
Less: GST @ on penalty amount					
Total Deductions					
Net Payable Amount					
(*) No of Days in the month					
(**) Monthly Package rate quoted /(*)					

FORMATS

TICEL BIO PARK LIMITED**TARAMANI, CHENNAI****TENDER FOR SECURITY AND FIRE FIGHTING SERVICES****Tender Information/Enclosures**

1	Format A	Tender Submission
2	Format B	Articles of Agreement
3	Format C	Bank Guarantee
4	Format D	Structure & Organization for the Bidder
5	Format E	Personnel Details of the Bidder
6	Format F	Annual Turn Over of the Bidder satisfying the Pre-Qualification Criteria No:1
7	Format G	Experience of works satisfying the Pre-Qualification Criteria No:2
8	Format H	Experience of works satisfying the Pre-Qualification Criteria No:3
9	Format I	Quarterly Performance Evaluation
10	Format J	Experience Certificates
11	Format K	Certificates
12	Format L	Letter of Transmittal
13	Format M	Insurance Confirmation Letter
14	Format N	Memo
15	Format O	Showcase Notice

FORMAT -A**SECTION -7
TENDER SUBMISSION**

To
The Managing Director
M/s. TICEL BIO PARK
No. 5, CSIR Road
Chennai - 600 113

Dear Sir,

Sub: Tender Provision of for Security & Fire Fighting Services

Ref: Tender Notice issued in Newspapers on _____ & also through
Website: www.ticelbiopark.com

TICEL has constructed Bio Technology Park- I & II with a built up area of 7.60 lakhs sq.ft in 5 acres of land at Taramani, Chennai – 600 113. The building consists of various Electrical, Mechanical, and communication facilities. Sealed tenders are invited for the following works from reputed contractors who meet the eligibility criteria as detailed below:

SECURITY & FIRE FIGHTING SERVICES

A copy of the tender notice is enclosed. I / We M/s _____ has submitted a tender for Provision of Security & Fire Fighting Services

1. Having examined the specifications, equipment lists, scope of work, schedule of quantities etc., relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, approved construction drawings.
2. Scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, scope of work, O&M activities of Various works, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a) Outline description of Work	Providing comprehensive and effective Security and Fire Fighting Services at TICEL PREMISES (More fully described in the Tender Documents elsewhere)
(b) Earnest Money Deposit	Rs.1,10,000/- (Rupees One Lakh ten thousand Only) as DD.
(c) Period of Contract	One Year (Renewable every year for another two years with escalation of ___% each year on the total contract value subject to satisfactory of performance of the contractor as decided by TICEL)

3. Should this tender be accepted, I / We hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the TICEL BIO PARK LTD. Chennai the amount mentioned in the said contract.
4. I / We have deposited a sum of **Rs.1,10,000/- (Rupees One Lakh ten thousand only)** as Earnest Money as DD. which amount shall not bear any interest. Should I / WE fail to execute the contract when called upon to do so, immediately after the issue of Letter of Award by TICEL BIO PARK LTD. I / We do here by agree that this sum shall be forfeited by me / us to the TICEL BIO PARK LTD. Chennai.
5. All schedules necessary in connection with the job are enclosed as required.
6. Our bankers are:
 - i)
 - ii)

(In the case of Firm)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm authorised to sign :

or

Name of person having Power of :

Attorney to sign the contract (Certified true copy of the Power of Attorney
should be attached)

Yours faithfully,

Signature of Tenderer along with Seal

Place:

Date:

WITNESSES

i) Signature :

ii) Occupation :

iii) Address

i) Signature :

ii) Occupation :

iii) Address :

FORMAT -B

ARTICLES OF AGREEMENT

(FORMAT TO BE EXECUTED IN A 100 RUPEES NON - JUDICIAL STAMP PAPER)

(Note: This is a draft format only. However before signing, the draft format filled in all respect is to be approved from the TICEL. On approval, the same shall have to be executed in Rs. 100/- Non Judicial Stamp Paper.)

ARTICLES OF AGREEMENT made on this day of.....2025 between TICEL BIO PARK LTD. having its office at No.5, CSIR Road, Taramani, Chennai -600113 (Hereinafter called "the TICEL or Owner" Which including its successors, Administrator, Executers etc) represented by the Managing Director of the one part and

..... other part whose registered office is situated at(Hereinafter called "The Contractor" which includes its Successors, Administrator, Executers etc.) represented by the Managing Director/Director/Authorised official or partners(s) Mr.....

WHEREAS the Owner is desirous of availing Security & Fire Fighting Services for TICEL BIO PARK Complex and its services and facilities at Chennai (hereinafter called "the Work") and has caused documents and Schedule of Quantities showing and describing the work to be done. In accordance with Tender No..... (hereinafter "said tender")

AND WHEREAS the contract documents provided in the said Tender have been duly signed by TICEL BIO PARK LIMITED & Contractor:

And WHEREAS the contractor in response to said tender, submitted their bids for providing the aforesaid material/service issued in Tender No.....(hereinafter "said tender") & TICEL has awarded to M/s.....as theContractor for such services with effect from.....

AND WHEREAS the Contractor has furnished Bank Guarantee for a sum

of Rs.....(Rupees.....)
vide No.....drawn on extended period as mentioned in the Contract Document from the date of commencement for due performances of this agreement.

AND WHEREAS the Contractor has supplied the Owner with a fully priced copy of the said Schedule of Quantities (which copy is hereinafter referred to as "the Contract Bills")

AND WHEREAS the said documents (hereinafter referred to as "the Contract Document") and the Contract Bills have been duly signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions mentioned herein carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.
2. The Owner will pay the Contractor the said contract amount Rs. (Rupees.....only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work as detailed in the said Tender in respect of provision for the above mentioned works/systems of TICEL BIO PARK Building Complex and its services & Facilities to be paid in the accordance to actual service / material performed/delivered and works done of the lumpsum rates contained in the Schedule of Quantities of as provided in the said Conditions.

6. The Owner reserves the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by the Owner on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Owner. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
7. Time shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work from the date of acceptance/awarded letter issued by TICEL BIO PARK LTD as provided for in the said conditions and to complete the entire work within the stipulated period or the extended period as granted by the owner.
8. The contractor should have the required license and should have Insurance Policy to cover their workmen deployed and the associated risk for the assigned work at TICEL BIO PARK.
9. All payments by Owner under this contract will be made only through Banking Chennai at Chennai in Indian Rupees.
10. Except as in the circumstances/manner below, all disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to resolve the same.
11. On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, the parties shall first endeavour to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and conciliation Act 1996 as amended time to time. This dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with the direction of the Managing Director of TICEL BIO PARK LTD and the Contractor shall not raise any objection in this regard.
12. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual:

IN WITNESS WHEREOF the Owner and the Contractor have set their respective hands to these presents and hereof the day and year first hereinabove written.

If the Contractor is a Company:

IN WITNESS WHEREOF the Owner has set its hand to these presents through its duly authorised official and the Contractor has caused its thro Managing Director / Authorized official these presents and hereof to be executed on its behalf, the day and year first herein above written with witness whereof.

Signature Clause

<p>SIGNED AND DELIVERED by the Owner M/s. TICEL BIO PARK LTD by hand of its Managing Director Signature : Name and Designation : Address: WITNESSES: 1. Signature: Occupation: Address: 2. Signature: Occupation: Address:</p>	<p>SIGNED AND DELIVERED by the Contractor M/s.....by hand of its..... Signature : Name and Designation : Address WITNESSES : 1. Signature: Occupation: Address: 2. Signature: Occupation: Address:</p>
---	---

Note:

1. If the Contractor is a partnership firm, the agreement should be signed by all or on behalf of all the partners.

2. In case of company, If the signatory of the Contractor is other than Managing Director, the same should be in accordance with Articles of Association of the company. If so, a copy of the certified Resolution and Articles of Association evidencing the Authorized Director/officials should be provided.

3. In case of Authorized Signatory being Power of Attorney (POA), a certified Copy of POA should be provided and should sign and delivered by the Contractor by the hands of Mr.....and duly constituted Attorney.

FORMAT - C

**BANK GUARANTEE FORMAT FOR PERFORMANCE BOND
TO BE REALISABLE IN ANY NATIONALISED BANK IN CHENNAI**

To

TICEL BIO PARK LTD
No-5, CSIR Road,
Taramani
Chennai - 600 113

In consideration of the TICEL BIO PARK Limited (hereinafter called "TICEL") awarded the contract to _____ a company under the Companies Act, 1956 and having its Registered Office at No: -----
----- (hereinafter called "the said Security & Fire Fighting Services Contractor" which expression shall unless the context requires otherwise include its successors and assigns) from the demand under the terms and conditions contained in the Agreement for Security & Fire Fighting Services for TICEL BIO PARK LIMITED (hereinafter called the "the said Agreement") for furnishing Performance Bond for the due fulfillment by the said Security & Fire Fighting Services Contractor of the terms and conditions in the said Agreement, by production of a Bank Guarantee for Rs. _____/- (Rupees _____.

_____ only) for Operation and Maintenance of

Security & Fire Fighting Services We the _____ Bank, a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act, 1949, having Registered Office and Head Office at _____ and among other places a branch at _____ hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request of M/s _____ do hereby undertake to pay to the TICEL an amount not exceeding Rs. _____/- (Rupees _____ only) on demand by TICEL BIO PARK Ltd.

We _____ Bank (branch) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the TICEL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Security & Fire Fighting Services Contractor.

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). We undertake to pay to the TICEL, the amount due under this Guarantee so demanded notwithstanding any dispute or disputes raised by the Security & Fire Fighting Services Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under.

We _____ the Bank (branch) 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 the dues of the TICEL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive in charge on behalf of the TICEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Security and Fire Fighting Services Contractor accordingly discharges this guarantee.

We _____ the Bank (branch) further agree with the TICEL, that the TICEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Security & Fire Fighting Services Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the TICEL against the said Security & Fire Fighting Services Contractor and to forbear or enforce any of 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 Security & Fire Fighting Services Contractor or for any forbearance act or omission on the part of the TICEL or any indulgence by the TICEL to the said Security & Fire Fighting Services Contractor 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Security & Fire Fighting Services Contractor.

We hereby waive the necessity of your demanding from the Security & Fire

Fighting Services Contractor before presenting us with the demand/ extension. We _____, the Bank (branch) lastly undertake not to revoke this guarantee except with the previous consent of the TICEL in writing.

This guarantee shall be valid upto _____ unless extended on demand by the TICEL. Notwithstanding anything contained herein before our liability against this guarantee is restricted to Rs.____/- (Rupees _____only) and it will remain in force till

_____ unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before _____ all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before

_____ or within the period extended after _____ based on the demand from TICEL BIO PARK Limited.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on the day of _____, _____ being herewith duly authorized by the Bank.

Witness :For and on behalf of the Bank

Name:

Address:

FORMAT - D**STRUCTURE AND ORGANISATION FOR THE BIDDER**

The form below should be filled by bidder along with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

1.	Name of Applicant firm	
2. a)	Registered Office Address Telegraphic Address Telephone /Mobile Number E-mail ID Fax Number	
b)	Office address through which this work will be handled and name of officer in-charge and the telephone/ fax numbers/ E-mail ID/Mobile Number	
c)	Year of establishment and location of Establishment.	
3.	Number of years' experience in Security & Fire Fighting Services by Contractor.	
4.	The applicant firm is a) Proprietary Firm b) a Firm in Partnership c) a Limited Company or Corporation d) a Group of companies e) a firm in joint venture/ tie up with a foreign company	
5.	In case of Company, please enclose Memorandum and Articles of Association along with Certificates of Incorporation and certification of commencement of business	
6.	In case of Firm, registered under the partnership Act 1932, please enclose details of Partners along with certificate of registrations, details of their business and partnership deed etc. duly attested by Notary	

7.	Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of Officers.	
8.	Bank of the Company (Please enclose self-attested photocopy) Bank and Branch Name: Account No: Account Type: MICR Code: IFSC Code:	
9.	PAN of the Bidder (Please enclose self attested photocopy of PAN)	
10.	GST Number of the Bidder (Please enclose self attested photocopy of Service Tax/ GST Registration Certificate issued by relevant authorities)	
11.	PF Registration of the Bidder (Please enclosed self attested photocopy)	
12.	ESI Registration of the bidder (Please enclose self attested photocopy)	
13.	IT Return for the last 3 Financial years(Please enclose self attested photocopy)	
14.	Were you ever required to suspend work for a period of more than 3 months? (If yes, give the name of work and reasons thereof).	
15.	Has the Bidder's contract with any organization ever been terminated due to poor performance(if so, give name of work and reasons for not completing work)	

16.	Has the Bidder's Security Deposit for any contract has ever been forfeited (if so, give name of work and reasons for not completing work)	
18.	Has the Bidder suffered insolvency/bankruptcy in the last five years? (Yes/ No)	
19.	Has the Bidder been blacklisted by any organization? (if so, give name of work and reasons for not completing work)	
20.	Is the Bidder's net worth negative? (Yes/ No)	
21.	Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)	
22.	In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)	
23.	In how many of your work's cases of litigation have arisen out of how many works handled in last five years?	
24.	Adequate and satisfactory evidence to take up the work in Security & Fire Fighting Services with reference to the requirements as mentioned in the tender notice. Enclose Annual report / Balance sheet and P & L statements for the past Three years.	
b)	Banker's overdrafts and credit facilities available.	
c)	Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or	

	other organization, /ISO 9001 Certification (Give details including classification license etc)	
25.	Please give two references of firms (Engineers, Architects or top Officials of client Organizations) for whom you may have carried out Security & Fire Fighting Services from whom TICEL, can verify directly about the ability, competence or capability of your organisation. Preferably attach certificates duly signed by the top officials of the organizations in their letterhead.	
26.	Give details of your plans for Sub-Contractors with full details, if any, in terms of percentage of works.	
27.	Do you have any tie-up with foreign company? If yes, give nature of tie-up, since when and full details of company with name and address. Necessary proofs have to be attached.	
28.	Copy of license under Contract Labour Act 1970(Form No: XXVI) of the clients satisfying the Pre-Qualification Criteria (Please enclose self attested photocopy)	
29.	Copy of Certificates under the Tamil Nadu Private Security Agencies (Regulation) Act - 2005(Central Act 29 of 2005) and Tamil Nadu Private Security Agencies Rules 2008. (Please enclose self attested photocopy)	

Note:

1. The Details as required to be submitted with supporting documents for each criteria mentioned at each rows.
2. Bids with alterations/ Corrections shall be attested by the Bidder.

I/We _____
do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

I/We _____
do hereby declare that I/We have not been penalised for poor quality of work during the last five years.

I/We, Further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award of license. TICEL will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

I/We _____
hereby declare that I/We have not been black list by any Govt/Semi/PSU or any other organisation.

Place:

Date :

Signature of Applicant with seal

FORMAT - E**PERSONNEL DETAILS OF THE BIDDER**

Give details of key Technical and Administrative Personnel (who could be assigned for this works) of the bidder in the following proforma.

A.	Details of the Board of Directors	
	Name of the Director(s)	
	Organisation	
	Address	
	Contact No	
B.	Key Technical and Administrative Personnel and Consultants:	
	1) Individual's Name	
	2) Qualification	
	3) Present position of office	
	4) Contact No	
	5) Professional experience and details of Security & Fire Fighting Services carried out	
	6) Years with the applicant	
	7) Language known	
	8) Additional information	
C.	Details of Service Personnel to take care of various services.	

Place:

Date: Signature of Applicant with seal

FORMAT -F**ANNUAL TURNOVER Satisfying the Pre - QUALIFICATION CRITERIA
NO.1
(FOR THE BIDDER)**

The form below should be filled by bidder along with all supporting documents as stipulated in the relevant rows.

Financial Year	2021-2022	2022-2023	2023-2024	Average
Turnover in INR				

Note:

- a. Bidder has to enclose attested audited balance sheet duly certified by Chartered Accountant along with the tender offer.

- b. Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed.

(Bidder signature and Name)

(Chartered Accountant's Signature & Date)

Name of the CA

Chartered Accountant's Seal

CA Registration Number

CA's Address:

CA's Telephone/Fax Number

Signature & Stamp of Bidder

FORMAT - G**DETAILS REQUIRED TO SATISFY THE PRE - QUALIFICATION
CRITERIA NO.b**

Bidder Should have experience in providing "Security and Fire Fighting Services" of multistoried building of minimum 4 lakh Sq. Ft. (Ground plus 4 Floors including basements) and should have provided "Security & Firefighting Services" continuously for a minimum period of 12 months, in any one of the last three financial years viz; April 2021 - March 2022, April 2022 - March 2023, April 2023 - March 2024.

	Name of Multi Storied building of minimum 4 lakh Sq. Ft. (Ground plus 4 Floors including Basements) in any one of the last three financial years viz; April 2021 - March 2022, April 2022 - March 2023, April 2023 - March 2024 and location:	
	Experience in similar works as per the criteria. The TENDERER should submit LOA or Agreement and Work Completion certificate or handing over certificates for the above works as part of technical bid.	
	No of floors above the Ground: No of Basement: Built - up area in Sq. Ft:	
	Client's name, address, contact person, Phone No., fax No., and e-mail ID	
	No of Security & Fire Fighting persons deployed per day.	
	Total tendered cost of work (Agreement No. and Date)	
	Brief description of works including principal features and main items of the work.	

	In case of Indian Company, was there any tie-up with foreign company? If yes, give name, address and details of company with nature of tie-up and since when.	
	Name of applicant's Building & Facility Manager / Chief Security officer of the work with professional Qualifications or top Officials	

	of client Organisations for whom you may have carried out Security & Fire Fighting services.	
	Period of Contract a. Originally stipulated time limit b. Renewal time, if any. c. Completed time.	
	Were there any penalties/fines/stop - notice/compensation/liquidated damages imposed? (Yes or No) (If yes give details, amount and explanation).	
	Details of litigations / arbitration cases, if any, pertaining to works completed.	
	Attach client's certificate as may be available. (Signed by Authorized Signatory of not below the rank of Director) along with copy of work order, agreement clearly stating the scope and details of Security & Fire Fighting Services	

Note: Tender should submit documentary evidence for the above in the form of completion certificate or copy of final certified bill or handing over/taking over certificate. The certificate shall indicate the area of building and number of floors (separate form for each work).

Place:

Date:

Signature of the Applicant with seal

FORMAT - H**DETAILS REQUIRED TO SATISFY THE PRE - QUALIFICATION
CRITERIA NO.c**

Bidder should have employed at least 25 Security and Fire Fighting personnel in a day in "Security & Fire Fighting Services" in a single location and should have provided "Security & Fire Fighting Services" continuously for a minimum period of 12 months, in any one of the last three financial years viz; April 2021 - March 2022, April 2022 - March 2023, April 2023 - March 2024.

1.	Name of the Company and location:	
2.	No of floors above the Ground: No of Basement: Built - up area in Sq. Ft:	
3.	Client's name, address, contact person, Phone No., Fax No., and e-mail ID.	
4.	No of Security & Fire Fighting persons deployed in a day (should have employed at least 100 Security & Fire Fighting personnel in a day in any one of the last three financial years viz; April 2019 - March 2020, April 2020 - March 2021, April 2021 - March 2022).	
5.	Total tendered cost of work (Agreement No. and Date)	
6.	Brief description of works including principal features and main items of the work.	
7.	In case of Indian Company, Is there any tie-up with foreign company? If yes, give name, address and details of company with	

	nature of tie-up and since when.	
8.	Name of applicant's Building & Facility Manager / Chief Security officer of the work with professional Qualifications or top Officials of client Organisations for whom you may have carried out Security & Fire Fighting services	
9.	Details of works on hand a) Present stage of work. b) Stipulated date of completion c) Anticipated date of completion d) Present stage of payment receipt (percentage)	
10.	Were there any fines, claims or stop notice filed by the employer? (Yes or No) (If yes, give details, amount and explanation)	
11.	Details of litigations/arbitration cases, if any, pertaining to works ongoing.	
12.	Attach client's certificate, as may be available (Not below the rank of Director or equivalent) along with copy of work order, agreement clearly stating the scope and details of Security & Fire Fighting Services	

Note: Copy of client's work completion certificate, agreement, LOA to be enclosed mentioning area of building and number of floors (separate form for each work)

Place:

Date: Signature of the Applicant with seal

FORMAT - I**QUARTERLY PERFORMANCE EVALUATION**

Sl. No.	Evaluation Criteria	Marks	Score	Remarks
1.	Whether the contractor has provided the man power and materials as per contract terms and conditions, fulfilling EPF, ESI remittance on timely, medical insurance covers for eligible staff and other statutory provisions. (Pay slip details and bank account statement of individual employees of the contractor will have to be submitted for verification of TICEL)	5		
2.	Whether the contractor has maintained the operating procedures and equipments' rented out under this contract.	5		
3.	Whether the contractor has maintained the Log book on daily activities, deployment sheet, Attendance, Relevant Registers, Checklist and submitted all the report to TICEL periodically.	5		
4.	Whether the contractor has provided adequate trainings, meetings and Technical updates to his employees.	5		
5.	Whether the contractor has provided the required basic tools and accessories to his technical employees, personal protective equipment like, shoes, uniforms, other required items, etc.	5		
	TOTAL	25		

Note:

- Performance Evaluation will be done by TICEL for every quarter.
- Based on the performance evaluation, annual renewal and yearly escalation will be decided.
- If the annual performance evaluation is 50 and below, the contract may be terminated.

FORMAT - J

**EXPERIENCE CERTIFICATE
(On Client's Letter Head)**

This is to certify that M/s. _____ (Company's Name) having its office at _____ (Address of Company) is working / had worked from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY) with us (Central Government/ State Government /PSU's /DMRC/Private Limited Companies/Limited companies/ Educational Institutions) for the provision of Uniformed and Trained Manpower under Security and Fire Fighting Services at the location _____.

It is also informed that the premises being guarded by _____ No. of security and fire fighting personnel is of _____ Sq. Ft area and the building has _____ No of Floors above the ground and _____ No of basement parking.er

The performance of M/s. _____ during the period is/was _____ (Good/Satisfactory/poor).

M/s. _____ has been paid Rs. _____ for the period from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).

(Authorized Signatory) _____

Name of Authorized Signatory _____

Designation of Authorized Signatory _____

Note: Separate Sheet shall be submitted for each work claimed for work experience.

I/We _____ do hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be found by the acts of my/our duly constituted attorney.

I/We further understand that in case of any information submitted by me/us being found to be incorrect either before of even after the award of license. TICEL will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

Seal

(Signature of the Bidder)

Name: _____

Date: _____

Address: _____

FORMAT - K

CERTIFICATES

Certificates in support of suitability, technical know-how and capability for having successfully completed **Security & Fire Fighting Services** during the last Three years along with copy of work order, agreement clearly stating the scope and details of work.

FORMAT - L

LETTER OF TRANSMITTAL

Date:

To

The Managing Director
TICEL BIO PARK Limited
No.5, CSIR Road,
Taramani,
Chennai – 600 113

Sir

Sub: Submission of pre-qualification application for the work of Security and Fire Fighting Services for “TICEL BIO PARK LTD” at Taramani, Chennai.

1. Having examined the details given in the tender Invitation to pre- qualify Bidders for the work referred under subject above we hereby submit the pre-qualification information and relevant documents.
2. We hereby certify that all the statements made and information supplied in the enclosed Formats A to L and accompanying statements are true and correct.
3. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. We submit the requisite certified solvency certificate and authorize the TICEL BIO PARK LTD to approach the Bank issuing the solvency certificate to verify the correctness thereof. We also authorize TICEL BIO PARK LTD to approach individuals, employers, firms/clients, and corporation to verify our competency and general reputation.
5. We also submit a detailed description of our latest methods of performing the services as required in the Format A to K Pre-qualification.
6. We submit in Format J the certificates in support of our suitability, technical know-how and capability for having successfully completed the works during the last three years.

Enclosures [refer items marked with (*)]

Please refer checklist below:

Please state whether following enclosures has been enclosed or not.

Sl.No	Description of Item	Enclosed	Not Enclosed
1	Application in duplicate including Letter of Transmittal and Formats A to L.		
2	PAN Number and Copies of I.T. clearance certificate		
3	Certificate of Registration from any Government/Public Bodies		
4	Copies of Audited Balance Sheet and P & L Statement for the past 5 years		
5	Solvency certificate from Bankers		
6	Copies of C.S.T./S.T clearance certificate for the past 3 years and registration certificates		
7	Supporting certificates for technical and financial capability from relevant authorities		
8	List of Board of Directors/Partners		
9	Organization chart with responsibilities		
10	Details of facilities for performing the services		
11	Details of the tie-ups if any, technical financial with reputed foreign organization		
12	A detailed write - up on any latest method of approach specially devised by the applicant to perform the work to international level		
13	Have your attached Bank Draft for the amount of Tender Document Cost or Receipt of acknowledgment towards payment of Tender Document cost?		

14	Have you attached Bank Draft towards EMD amount.		
15	Have you signed all pages of the Tender Document (To be signed by the authorised signatory specified in tender document)		
16	Have you quoted rate per annum in the Financial Bid as per proforma given in the document (Volume - II)		
17	Any other important information		

I / we hereby agree to abide by the decisions of TICEL BIO PARK LIMITED in all matters relating to this pre-qualification.

Place:

Date of Submission

Signature of Applicant with Seal

Format - M

INSURANCE CONFIRMATION LETTER

**(To be typed on Contractor's Letterhead, Signed & Stamped by
Authorized Person)**

To

TICEL BIO PARK Ltd,
No.5, CSIR Road,
Taramani,
Chennai – 600 113

Dear Sir,

**Sub: Confirmation of Insurance Policies Contract / Agreement No.
..... for Security & Fire Fighting services for TICEL BIO PARK
LIMITED.**

We hereby confirm that we have effected valid insurance policy(ies)
expiring on
..... which comply(ies) with all the requirements and conditions
stipulated in the Insurance and Indemnity Article of the above Contract /
Agreement including inter-alia :-

Waiver of subrogation against its servants, agents, employees, subsidiaries
and all other companies in the Owner's Group and TICEL BIO PARK
LIMITED, Chennai – 600 113 being included / named as an additional
insured in the capacity of principal which are endorsed to the insurance
policy(ies).

Corporate or Company Seal _____

Authorized Signature

Name of Contractor

By : _____

Title

Format - N

Memo

Address

Sub: Issuance of Memo for -----

With reference to tender No. ----- dt. -----
---, you have been appointed as security and Fire Fighting contractor to carry out the relevant work as provided in the said tender as per the terms and conditions contained in the said tender, agreement, contract document etc.

In this regard it has been observed that you are not complying with the following conditions of tender/agreement/LoA/etc.

You are directed to rectify the above non-compliance immediately and report the same to TICEL failing which TICEL has all the right to take such action as may be applicable

FOR TICEL BIO PARK LTD

MD or any person authorised by MD

Format - 0

Show cause Notice

Address

Sub: Show cause Notice- Reg

Ref: Our Memo dated.....
.....

With reference to tender No. dt.
----, you have been appointed as security and Fire Fighting contractor to carry out the relevant work as provided in the said tender as per the terms and conditions contained in the said tender, agreement, contract document etc.

However, you are not complying with the following conditions of tender/agreement/LoA etc or you are making following defaults.

.....
.....
.....
.....
.....

In this regard we have already sent memo dt----- . However, you have not rectified above said non-compliance/default.

You are directed to give reasons and explanation within 14 days as to why the action should not be taken against you for termination of the contract under the provisions of contract documents for not complying with above said conditions/for making above default.

FOR TICEL BIO PARK LTD

MD or any person authorised by MD

Annexure**HAND BOOK ON HEALTH AND SAFETY AT WORK
FOR CONTRACTORS WORKING IN TICEL BIO PARK**

s”
- shall mean Security & Fire Fighting
Services

“Owner” - shall mean TICEL PAR LTD

“Employer” -

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3. TOOLS

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SECTION - 1

INTRODUCTION

This document defines the operations undertaken by Contractors and sub-Contractors on this premises, which can give rise to hazards to those engaged in the work and others that may be working, standing or passing in the vicinity.

It is the Owner's endeavour to secure a high standard of safety at site. Therefore, Contractors and sub-Contractors must know their duties under common law, both for establishments, and their own employees and the occupants to conduct their business and methods of work to conform to the best practices as per the Owner's ISO14001 policies and standards.

Before the Owner, allows any contracting or sub- contracting firm to carry out work on its premises, the Owner insists that Contractors and sub-Contractors understand their duties regarding safe practices for themselves, others and regulations covering the type of work they will be carrying out.

In furtherance to this policy, rules herein have been devised to bring to the notice of Contractors and sub-Contractors, some of the more common hazards, and appropriate preventive measures in connection with the erection, construction, cleaning, painting, alteration or demolition of plant, machinery and buildings.

The Owner is confident that the observance of these rules will be no hindrance to progress the work, but will assist in the avoidance of accidents.

IT IS IN A TERM OF ALL CONTRACTS BETWEEN THE OWNER AND CONTRACTORS THAT THEY AND ANY SUB-CONTRACTORS, APPOINTED BY THEM COMPLY WITH THESE RULES AND THEIR CO-OPERATION IS THEREFORE OBLIGATORY IN CARRYING OUT THE PRECAUTIONS LAID DOWN.

Section – 2 : Details general rules which are applicable to most Contractors and sub-Contractors.

Section – 3 : Details specific rules which must be followed where applicable, where a particular type of work is to be undertaken.

All Contractors Supervisors will make sure that the Engineering Services / Safety Manager on this premises are notified as and when himself and others (Sub-Contractors) are reporting for work on that site.

SECTION 2

RULES FOR GENERAL OPERATIONS:

2.1 ACCESS:

- Nothing shall be done or omitted to be done by Contractors or Sub-Contractors or their employees to render unsafe or obstruct:
 - any means of access to the places at which people are required to work.
 - the passage of people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated safety officer - access for emergency apparatus, such as fire fighting equipment
 - Contractors and sub-Contractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times
 - While carrying out maintenance works, necessary signage's to be provided at the respective locations.

2.2 ACCIDENT AND INCIDENT REPORTING:

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the safety supervisor of TICEL.

Injuries are to be treated by experienced medical staff available at site at the contractor cost.

2.3 CONTRACTORS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:

All Contractors and sub-Contractors tools and equipments must comply with statutory regulations and approved codes of practices.

2.4 HAZARDOUS MATERIALS:

The Contract must inform the safety Supervisor of TICEL, prior to commencement of work, procurement of or materials connected with the contract work of a hazardous nature. The Contract will have to secure storage for any such material.

2.5 DUST AND FUME CONTROL:

Contractors and sub-Contractors must inform the Safety Supervisor of TICEL at this premises of all processes producing dust or fumes, and under the conditions as laid down in the Factories Act 1948, Sections 14 & 17 the safety precautions are to be fulfilled.

2.6 FIRE HAZARDS AND PRECAUTIONS:

When at site, all fire regulations, as well as regulations under Section 38 and subsequent amendments if any under the Factories Act 1948, must be observed at all times. Awareness about the above to be educated to all staffs who are to be deployed in this contract.

2.7 MACHINERY SAFETY:

Contractors and sub-Contractors working at these premises must not remove or displace any guard, fencing or other safety equipment which is designed to protect personnel or machinery or any place where safety equipment has been provided without the written permission of the Safety Supervisor or his designated representative.

On completion of any work, any guards that had to be removed must be replaced immediately and whilst work is being carried out, machinery must not be operated. The requirement of the Factories Act Sections 21-26 and subsequent amendments if any must be followed:

2.8 HOUSE-KEEPING:

The House-keeping standards employed by Contractors and sub-Contractors, must be in high standards, as the Owner ISO 9001/ISO14001 policies and norms. Care must be taken by all responsible people to ensure that the standard of house-keeping for all establishments is known and understood. Proper dress code should be ensured to all employees.

2.8.1 Security and Fire Fighting Services and hygiene go hand in hand with safe working practices. Contractors and sub-Contractors must leave work areas in a clean, tidy and safe condition at the end of each working period.

2.8.2 Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition noticed during their operations shall be intimated immediately to the Helpdesk of the Security and Fire Fighting Services agency/TCC.

2.8.3 Contamination of any product (by drill swept sawdust, oil, salient, paints and materials etc.) must be avoided at all costs, and the officers of the Owner are empowered to stop any activity, which could result in contamination.

2.9. NOISE:

Contractors and sub-Contractors working at this premises must obtain permission from the Safety Supervisor/Owner if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.

2.10. OVERHEAD WORKING:

No work may be carried out above the heads of people or over gangways or roads, until all precautions have been taken to ensure the safety of the persons below, and until the Safety Supervisor/Owner gives permission. Each specific site of overhead working will require consent from the Safety Supervisor. This will be given after satisfactory inspection.

Work may be carried out in the vicinity of power cables only when permission is obtained from the Safety Supervisor and/or Owners representative.

Work connected with overhead safety includes the movement of long metal objects, machinery, jibs, masts, arms or other elevated parts.

2.11 WORKING AT HEIGHT:

All temporary structure erected by Contractors or sub- Contractors for the purpose of allowing their staff to work at heights of more than 2 M. above floor level must be constructed in accordance with the Safety Regulations laid down.

Whenever possible, ladders are to be made of wood and in good condition. Metal ladders must not be used where there is any possibility of the ladder coming into contact with an electrical conductor.

Roof working must be properly supervised.

2.12 SAFETY CLOTHES / UNIFORM AND EQUIPMENT:

This will be supplied by Contractors and Sub-Contractors who are working on sites and must be adequate for the well being of their staff engaged in the type of work contracted for.

The equipment and its use must comply with the regulations and codes of practice as laid down that apply to the conditions of work being undertaken.

Contractors and sub-Contractors will be responsible for the use of any tools and equipment that is supplied by them, or their staff to the exclusion of all responsibility of the Owner. Tools will be maintained to the highest standard of safety. Whilst in the possession of such tools, the person so using said tools is responsible for the continued maintenance of safety standards.

It is the individual's responsibility to ensure that the tools he works with are suitable for the job, and in a safe condition prior to work commencement. All necessary tools and equipment to complete a contract should be supplied by the Contractor. Due provision must be made during contract preparation.

2.13 PLANT SERVICES:

Before using plant services such as electricity, permission to do so must be obtained from the appropriate authority, Owner/Safety Supervisor.

2.14 SUPERVISION:

Contractors working at this premises must ensure that their staff are adequately supervised.

2.15 WARNING SIGNS AND NOTICES:

Suitable warning signs are to be displayed at the respective locations, warning of potential hazards.

SECTION - 3

TOOLS

3.1 ELECTRICALLY DRIVEN PORTABLE TOOLS :

Permission is to be obtained from the nominated person before any Contract or sub-Contract's electrical hand tools can be connected to the electricity supply.

Connection must be by 3-core and 3-pin plugs and sockets, except when tools are double insulated on a 2-wire supply. Where the supply is 3-phase, 4-core cable and 4-pin plugs and sockets with earth connections must be used. Connections without proper sockets are not permitted. Make-shift connections are prohibited.

The use of extension cables is discouraged, but sometimes necessary.

Portable electric lamps must be the 'Gripper' type with caged wire protection for the bulk and precautions as laid down under Section 36-37 of the Factories Act 1948 and subsequent amendments if any, must be observed.

In all cases, with the exception of double insulated tools, the metal work of the tools must be effectively earthed, also any flexible metallic cable coverings must be earthed.

3.2 COMPRESSED AIR TOOLS

Contractors and sub-Contractors must obtain permission to use any compressed air supply at this premises. Contractors and sub-Contractors must also provide suitable noise suppression for pneumatic hammers, drills etc.

3.3 PERCUSSION CARTRIDGE TOOLS

Permission to use percussion tools must be obtained from the designated Safety Supervisor/Owner prior to the use of these tools.

Also when using percussion tools, it is the individual duty to ensure that the charges used in said tools are correct. These tools are to be handled as dangerous weapons, never leave tools unattended, never leave tools charged or store charged, never point tools at personnel, always lock up

when finished both tool and charges.

3.4 HOISTING AND LIFTING:

Permission must be obtained prior to the use of Plant and equipment, from the Owner or other nominated responsible person.

Equipment must be adequate for the purpose required and anchorage approved by the site Safety Supervisor/Owner.

All equipment so used must have been examined by a competent person, and where necessary a certificate obtained in accordance with Sections 28 and 29 of the Factories Act 1948 and subsequent amendments if any shall be observed. No object is to be left unattended whilst using lifting equipment.

3.5 MOVEMENT OF PLANT AND MACHINERY

Permission must be obtained from the appropriate authorities prior to the movement of construction materials, plant or equipment in and around premises.

3.6 POWERED INDUSTRIAL TRUCKS

Permission must be obtained from the appropriate authorities prior to the use of lift-trucks by Contractors or sub-Contractors at this premises.

Trucks must only be driven by competent licensed personnel with valid license and must comply with statutory regulations.

SECTION - 4

GUIDELINES FOR CONTRACTORS AND SUB- CONTRACTORS

1. Safe working practices must be observed at all times.
2. It is the responsibility of the contractors and sub- contractors staff to use appropriate personal protection. It is the Contractors and sub-Contracts obligation to supply necessary protective equipment and clothing.
3. Certain areas are designated hazardous (e.g. noisy areas) and warning signs must be obeyed.
4. Where the contractors and sub- contractors work presents a potential hazard, appropriate notices must be supplied and displayed, and the area made secure as far as is reasonably possible.
5. The Owner will not provide tools, materials, lifting or access equipment, fixings or raw materials, unless by previous arrangement.
6. Any equipment brought to site by contracts and sub- contracts must not be used by untrained persons, and attention is drawn to the indemnity clause of the Owner orders, which states that the Contracts is liable for any consequent damage or loss to people, equipment or buildings.
7. All welding, burning and grinding operations which could potentially cause fire must be reported to security.
8. Vehicle parking will be in designated areas only.
9. No smoking is allowed inside the building and service building, near the fuel storage tank, waste oil storage area, scrap dumping yard, waste collection yard, LPG stored area and wherever hazardous area notified by the Owner. This has to be strictly enforced by the Safety Supervisor/Fire officer.
10. No food is to be consumed or left in work areas.
11. Warning signs and speed restrictions must be displayed and be observed.
12. Place of work to be left in a tidy and safe condition at the end of each work period.
13. Care to be taken against contamination of any product of paint, oil, etc.
14. All injuries must be reported to the Ambulance Authority or to Security officer/staff who shall all be trained in First Aid.

The above has been received and read by Contractors / Sub – Contractors and we agree to comply with these Rules (See foot-note)

Signature:

Name of the Authorized Person:

Company Name (Contractor) :

Date :

Place :

NOTE:

The Contractor/Bidder will ensure that Sub – Contractor shall receive and sign a copy of these Rules.