



**TICEL**

**TICEL BIO PARK LTD**

**TENDER FOR ESTABLISHMENT OF TICEL INNOVATION HUB (INCUBATION SPACE) AT TICEL BIO PARK - III, MARUDHAMALAI MAIN ROAD, SOMAYAMPALAYAM VILLAGE, ANNA UNIVERSITY CAMPUS, COIMBATORE - 641 046**

**VOLUME - I**

**PRE-QUALIFICATION CRITERIA & CONDITIONS OF CONTRACT**

**LAST DATE FOR SUBMISSION: ON OR BEFORE: 08.02.2024 at 03.00 PM**

**TO BESUBMITTED**

**: M/s.TICEL Bio Park Ltd  
No.5, CSIR Road, Taramani,  
Chennai - 600 113.  
Telephone No.: +91 44 22542061/62  
E-Mail:md@ticelbiopark.com**

**TENDER SUBMITTED BY: M/s.\_\_\_\_\_**

**Address\_\_\_\_\_**

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**2024**

## TICEL BIO PARK LTD

TENDER FOR CREATING TICEL INNOVATION HUB (INCUBATION SPACE) AT TICEL BIO PARK - III,  
MARUDHAMALAI MAIN ROAD, SOMAYAMPALAYAM VILLAGE, ANNA UNIVERSITY CAMPUS,  
COIMBATORE - 641 046

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1. TENDER NOTICE



# TICEL BIO PARK LTD

(TIDCO Centre for Life Science)

CIN: U45309TN2001PLC047979

No.5, CSIR Road, Taramani, Chennai - 600 113. Ph: +91 44 2254 2060/61/62,, Email: [md@ticelbiopark.com](mailto:md@ticelbiopark.com)

**TICEL invites Tender for the following service for TICEL Bio Park - III, Somayampalayam Village, Marudhamalai Main Road, Anna University Campus, Coimbatore - 641 002.**

Sl. No	Name of the Tender	Tender Document fee (in Rs.)	EMD (in Rs.)	Date of Prebid Meeting @ TICEL Bio Park-III @ Coimbatore	Last Date of Submission @ TICEL Bio Park Ltd., Chennai	Date of Bid Opening @ TICEL Bio Park Ltd., Chennai
1.	Tender for Establishment of TICEL Innovation Hub (Incubation Space) at TICEL Bio Park - III @ Coimbatore	5,600/- (inclusive of GST)	50,000/-	29.01.2024 @ 11 AM	08.02.2024 before 3.00 PM	08.02.2024 @ 3.30 PM

Tender documents can be downloaded from TICEL's website viz [www.ticelbiopark.com](http://www.ticelbiopark.com) from **20.01.2024 to 07.02.2024**. The downloaded tender documents should be submitted by the bidder along with **Tender Document Fee for Rs.5,600/- and EMD for Rs.50,000/-** 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/2024

**Managing Director**

<b>2. CONTRACT DATA</b>	
Name of Work	<b>Tender for creating TICEL Innovation Hub (Incubation space) at TICEL Bio Park - III, Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore - 641 046</b>
Estimated value (Approx.)	Rs.49 Lakhs + GST
TENDER Documents Cost (Non-Refundable)	TENDER Documents can be purchased during Office Hours / Working Days at TICEL Bio Park, CSIR Road, Taramani , Chennai by payment of <b>Rs.5,600/-</b> by DD in favour of "TICEL Bio Park Limited" payable at Chennai. The Documents can also be downloaded from the TICEL website <a href="http://www.ticelbiopark.com">www.ticelbiopark.com</a> .
Earnest Money Deposit	<b>Rs.50,000/-</b> to be paid by Demand Draft in favour of "TICEL Bio Park Limited, payable at Chennai".
Taxes	The work value and GST value should be shown separately.
Issue of Tender	20.01.2024 to 07.02.2024 during office hours at TICEL Bio Park, CSIR Road, Taramani, Chennai
Pre-Bid Meeting	29.01.2024 @ 11 AM @ <b>TICEL Bio park - III</b> , Coimbatore
Last Date for Submission	<b>08.02.2024</b> at 03.00 PM at TICEL Bio Park Ltd, No.5, CSIR Road, <b>Taramani, Chennai -600 113</b> .
Opening of Technical Bids	<b>08.02.2024</b> at 03.30 PM in the TICEL Bio Park Ltd., CSIR Road, Taramani, Chennai 600 113.
Tender Validity Period	120 days from the date of opening of Tender.
Period for work completion	60 days from the date of Acceptance of LOA
Defect Liability Period	One year period after 100% completion and handing over of the entire works as certified by TICEL.
Retention Money	10% of the gross value bill will be deducted towards Retention money from each running bill and retention money shall be collected up to 5% of contract sum of the work. The retention money will be returned after the DLP period of 1 year.
Performance Bank Guarantee	10% of the total approved contract value upto the full contract period with additional irrevocable period with of six months (i.e) for a total period of DLP one year and additional six months. <b>Bank Guarantee should be provided within 10 days from the date of LoA from National/Schedule Bank.</b>
Signing of Agreement	The Contract is concluded by accepting the LoA and the Contractor has to comply the requirements as per the Tender including signing of agreement within 10 days from the date of LoA.
TENDER Inviting Authority	The Managing Director, TICEL Bio Park Ltd, No. 5, CSIR Road, Taramani, Chennai 600 113. Ph: 044-22542060/61/62, Email- <a href="mailto:md@ticelbiopark.com">md@ticelbiopark.com</a> ; Website: <a href="http://www.ticelbiopark.com">www.ticelbiopark.com</a>

- Exception for Tender document cost and EMD in any form is not permitted.
- All DD's are in the favor of "TICEL Bio Park Ltd., payable at Chennai.
- Tender Document can be downloaded from our website: [www.ticelbiopark.com](http://www.ticelbiopark.com)
- TICEL Bio Park Ltd. reserves the right to accept / reject anyone / all the TENDERS without assigning any reasons thereof.

### **3. ABOUT TICEL BIO PARK-III @ COIMBATORE**

**TICEL INVITES “TENDER FOR CREATING OF TICEL INNOVATION HUB  
(INCUBATION SPACE) AT TICEL BIO PARK - III AT COIMBATORE, MARUDHAMALAI  
MAIN ROAD, SOMAYAMPALAYAM VILLAGE, ANNA UNIVERSITY CAMPUS,  
COIMBATORE - 641 046**

TICEL Bio Park Ltd., a unit of Tamilnadu Industrial Development Corporation Limited (TIDCO) TICEL Bio Park - III is a State of the art building for Research and Development for Biotech activities and Information Technology Park for the area 2.29 lakh sq.ft consisting of Ground + 13 floors along with utility building within 10 acres land at Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore - 641 046.

Now TICEL proposes to appoint a reputed and experienced agencies for Creating OF TICEL INNOVATION HUB (Incubation Space) AT TICEL BIO PARK - III as per the scope of work defined in the tender documents. The buildings consist of various Civil, Electrical, Mechanical, Scientific & Communication Facilities. TICEL invites TENDER FOR ESTABLISHMENT OF INNOVATION HUB (INCUBATION SPACE) AT TICEL BIO PARK - III AT COIMBATORE as per the terms and conditions stated in the document.

## 4. GENERAL INSTRUCTIONS

### 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.

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

The second volume relates to **Financial Bid** (BOQ) furnishing the rate as given below:

Part A: CIVIL & INTERIOR WORKS

Part B : PLUMBING WORKS

Part C : FIRE SYSTEMS

Part D: ELECTRICAL & NETWORKING WORKS

Part E: AIR CONDITIONING

Part F: FURNITURES & CONSOLIDATED TOTAL VALUE SHEET

**Any incompleteness in the above part will be summarily rejected.**

### 3. Procedure for submission of bids:

- a) The tender documents can be purchased from TICEL Bio Park Ltd Chennai on payment of **Rs.5,600/-** 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](http://www.ticelbiopark.com), Downloaded documents without DD for Rs.5,600/- will be summarily rejected at the initial scrutiny itself. Exemption in any form for tender cost is not permitted.

- b) The companies / contractors who have downloaded the document from website, are requested to pay the cost of tender document by DD for **Rs.5,600/-** 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 on or before **29.01.2024** by E-mail. The Bidders are to enclose a copy of minutes of Pre Bid Meeting along with tender which will be made available in the website. TICEL will not be responsible for non-circulation of minutes. 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 08.02.2024. 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 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 Bill of Quantities (BoQ) of Part A,B,C,D,E & F. 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 of the tenders pertaining to Pre-qualification cum Technical Bid will be opened at **3.30 P.M. on 08.02.2024** 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, 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., to fill in the rates and submit the bids.

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 authorised 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 (in case 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 (in case document downloaded from the website) will be summarily rejected.

#### **Evaluation Method:**

**a) Late Bids**

No Tender will be received after **3 PM on 08.02.2024** under any circumstances.

**b) Modification and withdrawal of bids:**

i) No bid may be modified after the deadline for submission of Bids.

**c) 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

d) 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 will not be considered for further process.** No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.

b) The rate quoted in the Volume -II (PART A,B,C,D,E & F) includes necessary manpower, materials, tools & equipments, any welding, any core cutting, scaffolding, transportation, shifting, lifting, wastage, hardware fixtures, waste disposal from site, testing, commissioning with workable conditions. Submitting the execution drawings and 3 set of as built drawings including soft copy and hardcopies.

The total consolidated sheet is shown with GST separately.

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.

#### 4. Earnest Money Deposit

- a) Intending Tenderer should pay an EMD amount as specified in the Tender Contract Data.
- b) Intending tenderers shall submit as Earnest Money Deposit **(EMD) for the value Rs.50,000/- in the form of DD** 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. For successful tender, the EMD will be returned after submission of Performance Bank Guarantee.

**c) The EMD will be forfeited if the bidder:**

- i) Fails or refuses to execute the agreed contract/agreement within the due date.
- ii) Seeks for modification to the agreed terms and condition in the tender after submission of bid.
- iii) Withdraws within validity period
- iv) Try to influence in bid evaluation or false information provided for prequalification
- v) Delay in submission of Performance Guarantee within 10 Days from LoA.
- vi) Delay in Execution of Agreement within 10 Days
- vii) Continuous non-compliance and non-performance with prior notice.
- viii) Under no circumstances, Earnest money deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cheque.
- ix) The EMD will not carry any interest
- x) In respect of the successful tenderer, the EMD shall be returned (without any interest) by TICEL Bio Park on submission of Performance Guarantee.
- xi) If he withdraws his tender or backs out after acceptance of the tender or fails to remit the Security deposit.
- xii) If he revises any of the terms quoted during the validity period
- xiii) If he violates any of the conditions of the Tender specification
- xvi) If, the documents furnished with the offer are found to be bogus or the documents contain false particulars.
- xv) 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 - III @ Coimbatore.

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

## 5. 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 Pre-Qualification Requirement.
- iv) Received from a tenderer whose past performance is not satisfactory in TICEL and its group companies.
- v) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
- vi) Price is indicated in Technical bid
- vii) Incomplete and evasive offer.
- viii) Not in the prescribed Form & Procedure.
- ix) 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.
- x) **Anyone rate not filled in Volume - II - BoQ of Part A, B, C, D, E & F.**

B) Tender is **LIABLE** for rejection if,

- i) Received without GSTIN NUMBER
- ii) Not in conformity with TICEL Bio Park commercial terms
- iii) With validity period less than that specified in the specification.
- iv) Not containing all required particulars

## 6. Performance Guarantee:

Successful Tenderer on receipt of LOA should pay to TICEL 10% of the Total contract value as performance security in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank within 10 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 One 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.

## 7. Modifications/Clarifications to Tender Documents:

- i) At any time after the commencement of Tender and before the closing of the tender, TICEL Bio Park 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 TICEL's website.
- ii) In case any tenderer asks for a clarification on the tender documents before the date specified, TICEL will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TICEL will be final and binding on the Tender.

- iv) 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.

**8. Quotation of Rates:**

Rates should be quoted in figures as per BoQ (Vol. II) of Part A, B,C,D,E & F. The quoted rates are inclusive of Necessary manpower, materials, tools & equipments, any welding, any core cutting, scaffolding, transportation, shifting, lifting, wastage, hardware fixtures, waste disposal from site, testing, commissioning with workable conditions. Submitting the execution drawings and 3 set of as built drawings including soft copy and hardcopies

**9. 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 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.

Anyone rate not filled in Volume – II of Part A,B,C,D,E & F.

**10. 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.

**11. 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. Finally, the total of BOQ will be considered for status of contractor.

## **12. Negotiation:**

Negotiation will be carried out with the L1 tenderer after opening of tenders.

TICEL reserves the right to carry out negotiation with the L1 tenderer after opening of price bid.

## **13. General:**

- i) On receipt of Letter of Award (LoA) from TICEL Bio Park Ltd., within 10 days, 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 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 are liable to alterations, omissions, deductions or additions within the approved rates 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.
- 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) Supply of water and electricity required for performance of Operation shall be made available free of charge by TICEL.
- xi) The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep TICEL fully indemnified free from responsible against any claims or liabilities arising out of Contractor's lapse in safety practices.
- xii) The successful tenderer/Contractor shall mobilize all men/Manpower, Tools and Equipments, Lift and any other scaffolding.
- xiii) 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.

#### 14. Final Decision Making Authority

- TICEL 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 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.
- Schedule of Payment are as follows:  
Payment will be paid within 30 days of the completion, handing over and certified by TICEL.

<b>S.No</b>	<b>Description</b>	<b>Release of payment</b>
A	Supply of material at site with proof of delivery	50 % of the contract value
B	After completion, handing over and certified by TICEL	50% of the unit rate of the examined quantity

**5) CONDITIONS OF CONTRACT  
(DEFINITIONS AND INTERPRETATION)**

**1. Interpretation clause:**

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

a) "TICEL"/"Employer": shall mean TICEL Bio Park - III @ Coimbatore, and shall include its assigns and successors.

b) "Contractor" ..... In the case of ..... a partnership..... 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 "Contractor" / "Contractor" mean individual Thiru.....trading in the name and style of ..... and shall include his heirs, successors and legal representatives.

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

**2. Definitions:**

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 Skilled manpower to be deployed, Tender Form & Tender documents including all modifications thereof incorporated in the document before the execution. These form the contract.

The TICEL : TICEL  
The Contractor : \_\_\_\_\_

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.

"The Site" shall mean the site of the contract work / job; 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.



Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

The term "Work" of the Contractor includes the Men, Materials, Tools & Equipments.

All time limits stated in the contract document are the essence of the contract. 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 TICEL, so that TICEL can issue completion certificate within 60 days after the end of the term of Agreement.

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

### **3. Contract Document:**

The following documents shall constitute the contract document.

- i) Tender Form
- j) Articles of Agreement.
- k) General Instructions
- l) Conditions of Contract
- m) Scope of work
- n) Schedule of Contract Bill.
- o) Special Conditions
- p) Various Annexures as referred under this Contract.
- q) Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Award by TICEL.

The Contract Document is complementary. What is called for in any one shall be as binding as if called for by all.

### **4. Type of Contract:**

**The work should be completed within 60 days from the date of acceptance of LOA.** TICEL, however reserves the right to terminate the said contract at any time on the grounds of ineffective services (shortage of manpower, material etc.) rendered by the contractor. TICEL will be the sole judge to determine these facts.

**5) Skilled manpower to be deployed:**

Skilled manpower to be deployed are meant to indicate the intent of the work and to provide a uniform basis for tendering. TICEL reserves the right to add or delete from the scope of work, manpower as it 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:**

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) Scope and intent:**

- i) TICEL expects the Contractor to take a single point and full responsibility of this work covered by this contract.
- ii) TICEL requires a single point responsibility for the Contractor in controlling and managing in respect of the works / system covered by this contract during the entire contract period.
- iii) No price change will be admitted due to a lack of understanding of the contractual conditions or inadequate study of the present conditions of contract or improper understanding or improper assessment of manpower, supervision, scope or any other reasons whatsoever.
- iv) The rates quoted for each section shall be self - sustainable and correct reflective of the Scope envisaged. TICEL reserves the right to add or delete from the Scope of work, items as he may deem fit. The successful bidder cannot make any claim on account of such changes.
- v) The work shall be executed with modern system and international quality.

**9) Place of work:**

- a. **Visit:** Before tendering, the Contractor shall have visited and examined the place of work and satisfied and understood himself as to the correct requirement of the work / job and the facilities for obtaining any special articles called for in the tender / contract document and shall have obtained generally his own information on all matters affecting performance of the job.
- b. No extra charge / claims made in consequence of any misunderstanding or incorrect information on any of these points will be allowed nor entertained. Should the contractor after visiting the place of work, find any discrepancies, omissions, antiquities or conflicts in or among the tender / contract document or be in doubt as to their meaning, he shall bring the questions to TICEL's attention, atleast 5 (five) working days before the date of pre-bid meeting.

**10) Possession:**

The successful bidder shall be allowed admittance to the work place on the "Date of Commencement" stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with the performance of the job till the end of the contract period stated in the appendix subject nevertheless to the provision for renewal of time hereinafter contained.

**11) Defect / Complaint cum Rectification checklist:**

The successful bidder shall follow the existing formats approved by TICEL on day to day basis.

**12) Access for owner to the Works:**

The owner (TICEL) and his authorized representatives shall at all reasonable times have access to the Works or other places of the Contractor where work is being prepared for the Contract.

**13) Owner's Representative:**

Owner's Representative shall mean the person authorized by Owner (TICEL) and acting under the order of the Owner to inspect the works. The successful bidder shall afford the Owner's Representative every facility and assistance for inspecting and checking the works and materials.

The Contractor shall constantly keep a watch on his work during the progress of work and shall deploy required qualified and competent Manager who shall have experience in the respective field.

The Contractor will be responsible for carrying out the job to the true meaning of the Contract document, Schedule of Quantities, Technical specifications, equipment operations, TICEL instructions and directions to the satisfaction of TICEL. Any directions or instructions given to the contractor by TICEL or its authorized representative shall be deemed to have been issued to the Contractor. The man power of experienced and trained technical and non-technical support staff shall assist the works as required, fulfill the scope of work envisaged as listed in the Volume I. If TICEL establishes at any time the need to augment the field organization, either on a short term or long term measure, the Contractor is bound to implement TICEL's instructions forthwith within the agreed rates.

**14) Arrangement of execution of work:**

The Contractor shall arrange for all materials, tools tackles, equipment and labour necessary including its transportation for proper execution and completion of the job and contract to the satisfaction of TICEL.

**15) Fluctuations:**

The Contractor shall not claim any extras for fluctuation of price and the Contract Price and item rates shall not be subject to any rise or fall of prices and shall be firm throughout the tenure of the contract.

**The Excess quantity may be within the 15% of the total value of the individual item and not more than 25% of the overall contract value.**

**16) Extra Works:**

During Execution, any extra works to be carried should be preapproved by TICEL.

**17) Safety rules to be followed by the contractor 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) Un-necessary waste of energy shall be avoided. Electrical hand tools like drilling machine will be of 230 volts AC type. All electricians should have wiremen's license. Welding mechanics and electricians should wear rubber gloves and protective goggles.

- iii) 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 possible wear shoes. Only Standard ladders should be used.
- iv) 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.
- v) Personal protecting equipment like Gloves, Safety Belt, Safety Helmet, etc. should be used and available in Contractor's stores.
- vi) 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 doublestage.
- vii) Contractor to ensure that all equipment/tools brought on to the premises have recently been checked and are in good condition and that all personnel using the equipment and tools have been trained in their safe use. Contractor to ensure that whilst on site premises, he will comply with all health and safety rules as required by TICEL.

**18) Maintenance:**

- a. If it is observed that due to poor Maintenance / unsatisfactory work, any part is found damaged / required to be replaced, the same will have to be attended and replaced by the Contractor at its own cost. In this regard TICEL's decision will be final.

**19) General:**

- a. The Contractor and TICEL shall make every effort to resolve any dispute or disagreement amicable by direct informal negotiations. However, in case of any unresolved issues/ disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Chennai. The resultant contract will be interpreted under Indian Laws.
- b. It shall be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Contractor) at TICEL and TICEL shall have no liabilities in this regard.
- c. The workers deployed by the Contractor in TICEL shall not have claim of any Master and Servant relationship nor have any principal and agent relationship with or against TICEL
- d. The Contractor shall be solely responsible for redressal of grievances/ resolution of disputes relating to workers engaged by them. TICEL shall, in no way, be responsible for settlement of such issues whatsoever.
- e. TICEL shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

- f. The workers deployed by the contractor shall not claim nor shall be entitled to pay Perks and other facilities admissible to casual, adhoc, regular / confirmed employees during or after expiry of the contract period.
- g. In case of termination of this contract on its expiry or otherwise, the workers engaged by the contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in TICEL.
- h. The contractor shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to TICEL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- i. Statutory Payment such as GST or any other tax will be the responsibility of the Contractor. Contractor has to enclose certified copy of Tax Challan, PAN Card No. Income tax / Any other tax as applicable from time to time will be deducted while making every payment.
- j. In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof TICEL is put to any loss/obligation, monetary or otherwise, TICEL shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.

**20) Statutory Compliance by the Contractor:**

- a. The Contractor should have all necessary license and statutory compliance from all Government authorities such as Municipality, Local Authority, etc. at its own cost. TICEL shall not be responsible in any way for any breach of the rules and regulations by the contractor.
- b. The contractor shall comply with all statutory requirements in respect of engaging the personnel, their service condition, rules and regulations and all liabilities under the various labour law and other statutory obligations like PF, ESIC, Bonus, Workmen's Compensation, Gratuity and also comply with the provisions of Minimum Wages Act, Payment of Wages Act etc. TICEL shall in no way be responsible or liable in case of any dispute, prosecution or awards made by court of law or other authorities.
- c. The Contractor shall obtain and keep in force throughout the term of agreement, necessary / valid labour licence from the Licensing authority. The contract Labour (R&A) Act 1970, and the rules framed there under and produce the same to TICEL before commencement of the services under the contract and also take step for getting the agreement registered under the act. The Contractor shall also indemnify TICEL from and against any claims under the aforesaid act and the rules and shall continue to have a valid license until completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract penal provisions of the contract arising out of resultant non- performance of the work.
- d. The Contractor shall keep TICEL indemnified against all the losses, damages or liability arising out of or imposed in pursuance of any violation by the Contractor of/under labour laws & the rules there under or of any prosecution or award made by court of law or other authorities specifically under the Industrial disputes Act-1947.

- e. The Contractor shall at all times indemnify TICEL against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequences of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract. If any such accident occur which may involve any such liability under the Act, TICEL shall be at liberty to withhold such amount from the bills of the Contractor and also deposit the same with Commissioner under the W.C. Act.
- f. The Contractor has to strictly follow the provisions of Payment of Wages Act 1936 and the rules made there under and further the Contractor shall strictly adhere to provisions of The Minimum Wages Act-1948 and the rules made there under from time to time revising the wages payable to the workmen.
- g. All labour and / or personnel employed by the Contractor shall be engaged by him / them as his / their own employees in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor and TICEL shall, in no way, be responsible or liable for their wages, salaries, bonus, gratuity or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc. The Contractor shall specifically ensure compliance with the provisions of following labour laws/acts and their enactment / amendments.
- ⇒ The Payment of Wages Act, 1936
  - The Payment of Minimum Wages Act, 1948
  - The Factories Act, 1948
  - The Workmen's Compensation Act, 1923
  - The Employee's State Provident Fund Act, 1952
  - The Contract Labour (Regulation & Abolition) Act, 1970
  - The Payment of Bonus Act, 1965
  - The Payment of Gratuity Act, 1976
  - The Equal Remuneration Act, 1976
  - The Employee State Insurance Act, 1948
  - The Industrial Disputes Act, 1947
- h. The contractor shall pay to the labour employed by him/them wages as per provision of the aforesaid act and the rules, wherever applicable.
- i. In every case, in which, by virtue of the provision of the aforesaid acts or the rules, TICEL is obliged to pay any amount of wages to the personnel employed by the contractor in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and rules or to incur any expenditure on account of contingent liability of TICEL due to contractor to fulfill his statutory obligation under the afore said act or the rules, TICEL shall be at liberty to withhold from the bills of the Contractor the amount of the wages as paid or the amount of expenditure so incurred and without prejudice to the rights of TICEL under section 20(2) and section 21(4) of the aforesaid act, TICEL shall be at liberty to recover such amount or part thereof by deducting it from any sum payable by TICEL to the contractor. The decision of TICEL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

- j. The Contractor shall not employ any person below the age of 18 years. The contractor shall indemnify TICEL from and against all claims and penalties which may be suffered by TICEL by reason of any default on the part of Contractor to observe and/ or in the performance of the provisions of Employment of Children Act 1938 or any re-enactment or modification of the same.
- k. The Contractor shall be responsible for the compliance with the provisions of the hours of the employment regulation in respect of the staff employed by him in the manner decided upon by the appropriate authority.

**21) Hand book on health and safety at work**

The Contractor to do work in the campus shall follow the guidelines given in the handbook on health and safety at work appended herewith during execution.

**22) Statutory obligations, notices, fees and charges**

- a. The 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.
- b. The Contractor shall pay and indemnify TICEL against liability in respect of any fees or charges (including any rates) 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.

**23) Assignment or giving Sub-Contract**

The 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

**24) Separate Contract**

TICEL reserves the right to let other contracts in connection with the work under similar general condition, in case the contractor fails and neglects the work assigned within the period specified in the order. The work shall be carried out at their risk and cost without any notice to the contractor, and any excess cost incurred due to engaging alternate Contractor shall be recovered from the bills, security deposit or any other amount due to the contractor. The contractor shall be liable for all charges and expenses that may be sustained or incurred by TICEL for not carrying out the work on **the part of the contract**. The contract is non-exclusive and TICEL reserves right to appoint additional contractor to meet the requirement.

**25) Termination of the Agreement**

During the currency of this agreement, TICEL shall have the right to terminate this agreement with prior notice for administrative reasons/ Non satisfactory performance.

For this purpose, TICEL shall be the sole Judge to decide whether the performance of the Contractor is satisfactory or not and such decision of TICEL shall be final, conclusive and binding on the Contractor and the Contractor shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the Contractor has to terminate its employees, then it shall be the responsibility of the Contractor to pay the legal dues to its employees. In the event of non-compliance of legal requirements, Contractor shall be liable for all the costs and consequences.

**26) Variations**

- a. 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.
- b. TICEL may issue instructions requiring a variation and sanction in writing any variation made by the CONTRACTOR. No such variation required by TICEL or subsequently sanctioned by it shall in any way vitiate this contract.
- c. If TICEL decides the variation shall be carried out, it shall intimate the Contractor in writing to quote his price. Thereupon Contractor shall submit its price for additional services with full details in writing. After finalizing the price with Contractor, TICEL 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 Contractor's act or omission in complying with this contract.

**27) Deduction for uncorrected work**

If TICEL deems it inexpedient to correct the work damaged or not done in accordance with the Contract, an equitable deduction from the contract price and the amount of such loss which arise due to non-completion of the work in time shall be deducted from the payment of contractor.

**28) Materials and workmanship:**

The Contractor is responsible to maintain his material by providing his own security and any other monitoring system.

**29) Inspection:**

- a. All equipment and workmanship shall be subject to inspection, examination and test by TICEL or its representative at any and all times during the period of contract. TICEL shall have the right to reject defective material and workmanship or require its correction. Rejected material and workmanship shall be satisfactorily replaced with proper material without additional charge therefor and the Contractor shall promptly segregate and remove the rejected material from the site. If the contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, TICEL may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate after giving reasonable notice the right of the Contractor to proceed further with the work.
- b. The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection that may be required by TICEL.



### **30) Defects:**

- a. The Contractor shall make good at its own cost and to the satisfaction of TICEL, all defects/non completions or small faults, arising in the opinion of TICEL from work not being in accordance with the Skilled manpower to be deployed or the instructions of TICEL.
- b. Such defects, faults shall upon direction in writing of TICEL or its representative and within such reasonable time as shall be specified therein be amended and made good by the contractor, at its own cost unless TICEL shall decide that ought to be paid for such amending and making good and in case of default. TICEL may employ and pay other agency to amend and make good such defects, fault, non completions/building and all damages loss and expenses consequent thereon or incidental thereto shall be made good and bore by the Contractor and such damage, loss or expenses shall be recoverable from it by TICEL, upon the Owner's certificate together with any expenses TICEL may have incurred in correction herewith.

### **31) Deficient services and rejection:**

- a. 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 which 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 Contractor's failure to respond with diligence and dispatch.
- b. Even if 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 Contractor's expense.
- c. If Owner does not exercise its rights under the immediately preceding paragraph within a reasonable time, Contractor shall not be relieved from liability in respect of the relevant non-conformity or other defect or deficiency but their 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.
- d. 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 Contractor's remedial responsibility as aforesaid, the cost of the services carried out by Contractor in searching shall be borne by Contractor.
- e. Contractor's failure to perform any of its obligations under this Sub-article 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.

### **32) Liquidated Damages:**

In case the Contractor not completing the work within the scheduled/Extended date, the Contractor is liable to pay the Liquidated damage of 0.02% of the total Contract value per day subjected to the maximum of 10% of the contract value.

### **33) Accident and Incident Reporting**

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the LOA issued authority of TICEL. Injuries are to be treated by qualified medical professionals at the contractor's cost. The Contractor is responsible for any injuries, Death to their employees, TICEL will not be held responsible.

### **34) Hazardous Materials:**

The Contractor must inform the LOA issued authority of TICEL, prior to commencement of work, procurement of or consumables / materials connected with the contract work of a hazardous nature. The Contract will have to secure storage for any such materials.

### **35) Bankruptcy of Contractor**

- a. In the event of the 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 CONTRACTOR under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if TICEL and the CONTRACTOR, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
- b. TICEL shall be entitled to determine the employment of the CONTRACTOR under this Contract, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with TICEL, or for showing or forbearing to show favour or dis-favour to any person in relation to this Contract or any other Contract with TICEL, or if the like acts shall have been done by any person employed by the CONTRACTOR or acting on his behalf (whether with or without the knowledge of the CONTRACTOR), or if in relation to this Contract or any other Contract with TICEL, the CONTRACTOR or any person employed by the Contractor or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.
- c. In the event of the employment of the CONTRACTOR being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of TICEL and CONTRACTOR.
- d. TICEL 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 carrying out the completion of works.
- e. The CONTRACTOR shall if so required by TICEL within 14 days of the date of determination assign to TICEL without payment, the benefit of any Agreement for the execution of any works for the purpose 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 TICEL. In any case TICEL may pay any supplier or Sub-contractor for any work executed for the purposed 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 CONTRACTOR. TICEL's rights under the 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 CONTRACTOR.

- f. The CONTRACTOR shall as and when required in writing by TICEL so to do (but not before) remove from the works any temporary buildings, plant, tool, equipment, goods and materials belonging to or hired by the Contractor. If within a reasonable time after any such requirements has been made the CONTRACTOR, has not complied therewith then TICEL may (but without being responsible for any loss or damage) remove and sell any such property of the CONTRACTOR, holding the proceeds less all costs incurred to the credit of the CONTRACTOR.
- g. The CONTRACTOR shall allow or pay to TICEL in the manner hereinafter appearing the amount of any direct loss and/or damage caused to TICEL by the determination. Until after completion of the works under this Clause TICEL shall not be bound by any provisions of this Contract to make any further payment to the CONTRACTOR, but upon such completion and the verification within a reasonable time of the accounts therefore TICEL shall certify the amount of expense properly incurred by TICEL and the amount of any direct loss and/or damage caused to TICEL by the determination and if such amounts when added to the monies paid before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to TICEL by the CONTRACTOR and if the said amounts, when added to the said monies be less than the said total amount, the difference shall be a debt payable by TICEL to the CONTRACTOR.

**36) Determination by TICEL Default:**

If the 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 TICEL requiring contractor 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 provisions, then TICEL may give notice to the contractor by registered post or recorded delivery specifying the default, and if the 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 TICEL 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 CONTRACTOR under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

**37) Labour**

- a. The CONTRACTOR shall employ no child labour under 18 years of age on the work. If female labour is engaged the CONTRACTOR shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labour 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.

- b. The employees (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. If during such inspection or calculation, TICEL discovers that the agreed minimum manpower has not been deployed, then TICEL shall be entitled to deduct proportionate amount from the lump sum quoted for the deployment of the manpower. This right of TICEL shall be without prejudice to any other right of TICEL available under this Contract on such matters.

### **38) Guarantee**

Besides guarantees required elsewhere, the CONTRACTOR shall guarantee the work in general and shall submit all required guarantees to TICEL when requesting certification of accounts for payment by TICEL.

### **39) Disputes: “Arbitration”**

- a. 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 the Agreement shall be finally settled through Arbitration. However, the parties shall first endeavor to settle the same amicably in a spirit of co-operation.
  - (i) The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date.
  - (ii) The arbitrator shall be appointed by Managing Director and Company shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon.
  - (iii) The arbitration hearing and all proceedings in connection therewith shall take place in Chennai and the language of the arbitration shall be English.
  - (iv) 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.
  - (v) The Courts in Chennai shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.
- b. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai only.

### **40) Protection and cleaning**

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

- 41) In case of any damage/theft/injury to TICELs people/tenants/premises/property /assets/installations due to negligence of his workers for which Contractor is accountable, the Contractor will be liable to pay the compensation to TICEL as decided and advised by TICEL.

- 42) The Contractor shall keep proper upkeep of all the areas under the contract.
- 43) The Contractor shall maintain liaising with concerned Statutory Body (ies), if any on behalf of TICEL to get permissions/licenses/permits etc. as and when required.
- 44) **Registers and Forms:** The Contractor shall maintain the following records and log books during the contract period:

The Contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The Contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.

## 6) Scope of Work

- **The responsibility of the Contractor shall cover:**

- A) The scope of work for creating TICEL Innovation hub (Incubation space) includes to complete the following Schedule:
  - Part A : CIVIL & INTERIOR WORKS
  - Part B : PLUMBING WORKS
  - Part C : FIRE SYSTEMS
  - Part D: ELECTRICAL & NETWORKING WORKS
  - Part E: AIR CONDITIONING
  - Part F: FURNITURES
- B) To store their materials with proper inventory of TICEL.
- C) Materials should be monitored by their Security arrangements
- B) Construction Debris and other Waste materials shall be dumped only in the earmarked area /as instructed by TICEL, which should be cleared by the Contractor daily, else it will be cleared from TICEL side and it will be deducted from the contractor's account.
- C) Also arranging the required labour strength and materials to complete the work within the scheduled timeline.
- D) Necessary Manager/Site Engineer should be provided at Site and providing daily progress report to TICEL.
- E) Work Schedule should be provided before commencement of work.
- F) Necessary execution drawings shall be submitted to TICEL and preapproval to be obtained from TICEL.
- G) Is their any additional or extra works can be predicted and obtained pre-approval from TICEL.
- H) Safety norms and statutory requirements to be followed by the Contractor. All safety precautions are to be strictly adhered as per Government norms by the Contractor during execution of the interior works.
- I) During handing over, the Contractor should produce all the items are good in functionable condition along with handing over document, any warranty/Guarantee Card for relevant material, 3 set of Hard copy and soft copy.
- J) Any other checklists in printed formats to be supplied by the contractor
- K) Contractor should follow any Statutory approval for Labour, Materials etc.
- L) Any material shall be permitted inside the TICEL premises with necessary documents (Invoice, delivery note, gate pass). To permit the outward materials from TICEL premises, the copy of inward documents with TICEL security entry to be provided. The Contractor shall obtain the approval from TICEL by submitting the TDS before procure the material. The Material Inspection report with test certificates shall be prepared and submitted to TICEL by contractor. The materials can be utilize after TICEL Inspection only. The Installation report/Commissioning reports shall be prepared and submitted to TICEL by contractor with necessary measurements.

- M) General: The Contractor has to arrange his own office inside the TICEL as per the TICEL approval with their required office materials.
- N) The Air balancing shall be done after completion of ducting works. The adequate plenum section to be provided.
- O) Electrical Main DB, Fire panel & MCP to be installed at the entrance of common area for easy access in the allotted premises.
- P) The Electrical, FAS & FPS works should be complied with the statutory requirements.
- Q) For preparing the Electrical Single Line Drawing (SLD) to obtain drawing approval from Electrical inspectorate, the existing TICEL's Electrical approved drawing will be provided by TICEL.
- R) The contractor should obtain the necessary statutory approvals (Drawing Approval & Safety Certificate), from Electrical Inspectorate (CEIG). No extra charges will be paid for obtaining safety certificate. However, the actual fee paid will be reimburse.
- S) During the inspection of Govt. Officials, comments if any given by them should be complied by the Contractor.
- T) Necessary trap doors to be provided for easy access to the equipments placed above false ceiling. No extra charges will be paid for trap doors.
- U) After completion of the work, the FA system has to be integrated with the existing TICEL FA system, for which provision is already available.

## **7) PRE-QUALIFICATION CRITERIA**

**TENDER FOR CREATING TICEL INNOVATION HUB (INCUBATION SPACE) AT TICEL BIO PARK - III, MARUDHAMALAI MAIN ROAD, SOMAYAMPALAYAM VILLAGE, ANNA UNIVERSITY CAMPUS, COIMBATORE - 641 046**

### **Eligibility of Pre-Qualification**

**a) Experience of the Contractor**

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of Interior works (Copy of the Certificate of Incorporation from Registrar of Companies (in case of company) or Copies of Acknowledgements issued by IT department for the last five year's (in case of firms) has to be enclosed by the contractor FY 2018-2019, 2019-20, 2020-21, 2021-22 & 2022-23.

**b) Experience in similar work (Providing Interior works):**

The TENDERER should have satisfactorily completed any Office Interior Works in any building with minimum floor area of 10,000 sq.ft.

Experience of having successfully completed similar Office Interior Works in any building during the any one of the last 5 years (FY 2018-2019, 2019-20, 2020-21, 2021-22 & 2022-23) should be either of the following:-

- i) One similar (Interior Works) completed work, costing not less than the amount equal to Rs.40 lakhs (without GST) in any one year.  
or
- ii) Two similar (Interior Works) completed works, each costing not less than the amount equal to each Rs.30 lakhs (without GST) in any one year.  
or
- iii) Three similar (Interior Works) completed works, each costing not less than the amount equal to each Rs.20 lakhs (without GST) in any one year.

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

**c) Average Annual Turnover**

Average Annual Turnover of minimum Rs.20 Lakhs by the legal entities /Firm/Company in any one of the last three Financial Year 2020-21, 2021-22 & 2022-23

**d) Banker Solvency**

Should produce Banker Solvency for Rs.20 lakhs from Nationalized / Scheduled bank obtained not earlier than 3 months from the last date of submission of Tender.

**e) Consortium of bidders not allowed**



## PRE - QUALIFICATION CRITERIA

### **a) Experience of the Contractor**

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of Interior works (Copy of the Certificate of Incorporation from Registrar of Companies (in case of company) or Copies of Acknowledgements issued by IT department for the last five year's (in case of firms) has to be enclosed by the contractor FY 2018-2019, 2019-20, 2020-21, 2021-22 & 2022-23.

<b>IT Details (Enclosures)</b>	
<b>FY 2018 -2019</b>	
<b>FY 2019-2020</b>	
<b>FY 2020-2021</b>	
<b>FY 2021-2022</b>	
<b>FY 2022-2023</b>	

**NOTE:** The tenderer should submit documentary evidence for the above.

Signature of Tenderer

## PRE-QUALIFICATION CRITERIA (b)

### **b. DETAILS REQUIRED TO SATISFY THE PRE QUALIFICATION**

#### **Experience in similar work (Providing Interior Works):**

The TENDERER should have satisfactorily completed any Office Interior Works in any building for a minimum area of 10,000 Sq.ft.

Experience of having successfully completed similar Office Interior Works during the any one of the last 5 years (FY 2018-2019, 2019-20, 2020-21, 2021-22 & 2022-23) should be either of the following:-

(1) One similar (Office Interior Works) completed work, costing not less than the amount equal to Rs.40 lakhs (without GST) in any one year.

	Work
FY 2018-2019	<ul style="list-style-type: none"><li>• Name of Work:</li><li>• Work value:</li><li>• No. of Floors:</li><li>• Area:</li><li>• Work Order / Agreement:</li><li>• Completion on :</li></ul>
FY 2019-2020	<ul style="list-style-type: none"><li>• Name of Work</li><li>• Work value:</li><li>• No. of Floors:</li><li>• Area:</li><li>• Work Order / Agreement:</li><li>• Completion on :</li></ul>
FY 2020 - 2021	<ul style="list-style-type: none"><li>• Name of work:</li><li>• Work value:</li><li>• No. of Floors:</li><li>• Area:</li><li>• Work Order / Agreement:</li><li>• Completion on :</li></ul>
FY 2021 - 2022	<ul style="list-style-type: none"><li>• Name of Work</li><li>• Work value:</li><li>• No. of Floors:</li><li>• Area:</li><li>• Work Order / Agreement:</li><li>• Completion on :</li></ul>
FY 2022 - 2023	<ul style="list-style-type: none"><li>• Name of work:</li><li>• Work value:</li><li>• No. of Floors:</li><li>• Area:</li><li>• Work Order / Agreement:</li><li>• Completion on :</li></ul>

Or

(ii) Two similar (Interior Works) completed works, each costing not less than the amount equal to each Rs.30 lakhs (without GST) in any one year.

	Work	1 <sup>st</sup> Work	2 <sup>nd</sup> work
FY 2018-2019	<ul style="list-style-type: none"> <li>• Name of Work:</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>		
FY 2019-2020	<ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>		
FY 2020 - 2021	<ul style="list-style-type: none"> <li>• Name of work:</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>		
FY 2021 - 2022	<ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>		
FY 2022 - 2023	<ul style="list-style-type: none"> <li>• Name of work:</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>		

or

- (iii) Three similar (Interior Works) completed works, each costing not less than the amount equal to each Rs.20 lakhs (without GST) in any one year.

	Work	1 <sup>st</sup> Work	2 <sup>nd</sup> work	3 <sup>rd</sup> work
FY 2020 - 2021	<ul style="list-style-type: none"> <li>• Name of Work:</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>			
FY 2021 - 2022	<ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>			
FY 2022 - 2023	<ul style="list-style-type: none"> <li>• Name of work:</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> </ul>			
Note: Bidder should submit documentary evidence for the above. The documents shall indicate the area of the completed work				

Signature of Tenderer

**PRE-QUALIFICATION CRITERIA**

**DETAILS REQUIRED TO SATISFY THE PRE QUALIFICATION**

**Average Annual Turnover**

Average Annual Turnover of minimum Rs.20 Lakhs in Interior works by the legal entities /Firm/Company in any one of the last three Financial Year 2020-21, 2021-22 & 2022-23.

Sl No	Year	Average Annual Turnover	Total
1	FY 2020 - 2021		
2	FY 2021 - 2022		
3	FY 2022 - 2023		
Average			

Note:

- (i) Annual report/Income Tax return to establish the Average Annual Turnover of the company for the last 3 years enclosed.
- (ii) Auditor's Certificate / P&L statement should be submitted for the above.

**Signature of Tenderer**

## PRE - QUALIFICATION CRITERIA

### BANKER'S SOLVENCY CERTIFICATE

To

The Managing Director  
TICEL Bio Park Ltd.  
No.5, CSIR Road  
Taramani,  
Chennai - 600 113

Dear Sir,

### SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information, M/s.  
....., (address) ....., a customer of our Bank is  
*respectable and be treated as good for an engagement upto a sum of Rs. ....*  
(Solvency amount.....only) as on ..... (Date of certificate)

This certificate has been issued without any risk and responsibility on the part of the Bank  
or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,  
for .....Bank

Bank Officer with designation

## 8. TENDER ACCEPTANCE LETTER

To  
The Managing Director  
TICEL Bio Park Ltd.  
No.5, CSIR Road, Taramani,  
Chennai – 600 113

Dear Sir,

Sub: **Tender for ESTABLISHMENT OF TICEL INNOVATION HUB (INCUBATION SPACE)  
AT TICEL BIO PARK - III @ Coimbatore - Reg.**

\*\*\*\*\*

### **Establishment of TICEL Innovation Hub (Incubation space) at TICEL Bio Park - III.**

A copy of the tender notice is enclosed. I / We M/s \_\_\_ have submitted a tender for **Providing Interior works for TICEL Bio Park - III @ Coimbatore.**

1. Having examined the 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, scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, 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
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.
3. We agree to abide by this bid for a period of 120 days from the date fixed for bid opening and it shall remain, binding upon us and may be accepted at any time before expiration of that period.

## 9. MEMORANDUM

1)	a) Outline description of works:	<b>Providing Interior works for TICEL Bio Park - III @ Coimbatore for a period of one year.</b>
	b) Bidder / Contractor will be solely responsible for the Interior works	
	c) Earnest money	<b>Rs.50,000/-</b>

- 2) We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
- 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 TICEL Bio Park - III @ Coimbatore, Coimbatore the amount mentioned in the said contract.
- 4) I/We have deposited a sum of **Rs.50,000/-** as DD as earnest money with TICEL Bio Park, payable at Chennai 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, I/we do hereby agree that this sum shall be forfeited by me/us to TICEL Bio Park.
- 5) All schedules necessary in connection with the job are enclosed as required.  
Our bankers are:
  - i)
  - ii)

The names of partners / Director of our firm / Company are:

- i)
- ii)

Name of the partner / Director of the firm  
authorized 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 of the Tenderer

### WITNESSES

- i) Signature:  
  
Occupation  
  
Address:
- ii) Signature:  
  
Occupation  
  
Address:



## 10. FORM OF PERFORMANCE GUARANTEE

1. In consideration of TICEL Bio Park - III @ Coimbatore (hereinafter called "TICEL,") having agreed to allow M/s. .... (hereinafter called "Providing Interior works for TICEL Bio Park - III @ Coimbatore") from the demand under the terms and conditions of an Agreement No. . . . . . for Interior works (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Rs. . . . . . (Rupees. . . . . . . . . . only). We the ..... (Name of the Bank) having our Head Office at . . . . . and having branch at . . . . . referred to as "the Bank" at the request of M/s. . . . . . . . . . do hereby undertake to pay to TICEL, an amount not exceeding Rs. on demand by TICEL.

2. We . . . . . (Name of the Bank) ..... branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from TICEL, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.... . . . . . (Rupees.....only).

3. We undertake to pay to TICEL, the amount due under this Guarantee so demanded not withstanding any dispute to disputes raised by the said Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.

4. We . . . . . (Name of 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 TICEL, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineer in charge on behalf of TICEL, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) accordingly discharges this guarantee.

5. We . . . . . (Name of the Bank) . . . . . branch further agree with TICEL, that 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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by TICEL, against the said Contractor(s) 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 Contractor(s) or for any forbearance act or omission on the part of TICEL, or any indulgence by TICEL, to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

7. We hereby waive the necessity of your demanding the said Contractor before presenting us with the demand.

8. We . . . . . (Name of the Bank) . . . . . branch lastly undertake not to revoke this guarantee except with the previous consent of TICEL, in writing.

9. This guarantee shall be valid upto the full contract period with additional irrevocable period of six months from the date of completion of job and due fulfillment of the contract i.e for a total period of Three and half years. 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 . . . . . of . . . . . ( . . . . .) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_ only).

This Bank Guarantee shall be valid upto\_\_ unless this guarantees extended for further period on demand from TICEL without referring to Contractor.

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.

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 :

**11. ARTICLES OF AGREEMENT  
(FORMAT)**

**(The successful bidder has to execute a non judicial stamp paper for a value of  
not less than Rs.100/-)**

ARTICLES OF AGREEMENT made on this ..... day of ..... 2023 between TICEL BIO PARK Ltd. having its registered office at No.5, CSIR Road, Taramani, Chennai - 600 113 (Hereinafter called "TICEL") of the one part and  
.....  
.....of the other part whose registered office is situated at.....(Hereinafter called "The Contractor")

WHEREAS TICEL is desirous of availing the services of M/s. \_\_\_\_\_ for Interior works ..... (hereinafter called "the Work") at its TICEL Bio Park - III @ Coimbatore and has caused documents and details of Skilled manpower to be deployed along with description of work to be done.

The Contractor has informed that the Contractor is sufficiently equipped to carry out and possess extensive experience in the field of Interior works in accordance with the terms and conditions prescribed in this regard.

AND WHEREAS the following documents shall be deemed to form and the document to form and be read and construed as part of the agreement viz:

- (i) Letter of Acceptance of contract
- (ii) General and standard terms and conditions
- (iii) Notice Inviting Tender
- (iv) Bill of Quantities
- (v) Detailed work specification and supplementary work
- (vi) Addendum, if any
- (vii) Any other document forming part of the contract

AND WHEREAS the Contractor has furnished Bank Guarantee No.----- dated ----- issued by ----- Bank ----- Branch for a sum of Rs. ----- (Rupees.....) as Performance Bond, valid for entire contract period with additional irrevocable period of six months from the date of commencement for due performance of this agreement, that is for 18 months ending on.

AND WHEREAS the Contractor has supplied TICEL with a fully priced offer for aforesaid services and has been selected and is willing to render the services as per requirement of tender and as desired by TICEL

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed 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. TICEL will pay the Contractor, the said contract amount of 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. TICEL will pay the Contractor, the said contract amount of 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.
4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is to carry out the work in respect of provision of Interior works to TICEL BIO PARK - III @ COIMBATORE and its services & Facilities to be paid for according to actual services performed and works done at the item wise rates contained in the Vol.II or as provided in the said Conditions.
6. TICEL shall afford every reasonable facility for carrying out of all works relating to the provision of Interior works in the manner laid down in the said Conditions till the completion of the contract.
7. TICEL reserves to itself 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 TICEL on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by TICEL. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
8. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 10 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
9. All payments by TICEL under this contract will be made only at Chennai in Indian Rupees and shall be within 14 days from submission of interim bills (monthly) including period of certification subject to bills being in complete shape and format to be mutually agreed.  
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 the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation. The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date. The arbitrator shall be appointed by the Managing Director of the Company and Company shall ensure that the Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon. The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.TICEL will pay the Contractor, the said contract amount of 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.

10. The agreement and documents mentioned herein shall form the basis of this Contract.
11. This Contract is to carry out the work in respect of provision of Interior works to TICEL BIO PARK - III @ COIMBATORE and its services & Facilities to be paid for according to actual services performed and works done at the item wise rates contained in the Vol.II or as provided in the said Conditions.
12. TICEL shall afford every reasonable facility for carrying out of all works relating to the provision of Interior works in the manner laid down in the said Conditions till the completion of the contract.
13. TICEL reserves to itself 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 TICEL on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by TICEL. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
14. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 10 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
15. All payments by TICEL under this contract will be made only at Chennai in Indian Rupees and shall be within 14 days from submission of interim bills (monthly) including period of certification subject to bills being in complete shape and format to be mutually agreed.
16. 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 the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation. The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date. The arbitrator shall be appointed by the Managing Director of the Company and Company shall ensure that the Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon. The arbitration hearing and all proceedings in connection therewith shall take place in Coimbatore and the language of the arbitration shall be English.
17. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai only.
18. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

19. All correspondences and notices shall be sent by both the parties to the following addresses only, unless any change has been specifically intimated by any of the party through 'Registered Post with Acknowledgement Due' (RPAD).

To TICEL	To the Contractor
The Managing Director TICEL Bio Park Ltd. No.5, CSIR Road Taramani, Chennai - 600 113	

**If the Contractor is a partnership or an individual:**

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

**If the Contractor is a Company:**

IN WITNESS WHEREOF TICEL has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first herein above written.

**Signature Clause:**

For and on behalf of the  
TICEL BIO PARK Ltd.

For and on behalf of the  
CONTRACTOR

Name :

Name :

Designation :

Designation :

Address : TICEL BIO PARK Ltd.  
No.5, CSIR Road  
Taramani,  
Chennai - 600 113

Address :

**WITNESSES:**

1. Signature :

Name :

Occupation :

Address :

2. Signature :

Name :

Occupation :

Address :

1. Signature :

Name :

Occupation :

Address :

2. Signature :

Name :

Occupation :

Address

## 12. SPECIAL CONDITIONS

### 1.0 Material Acceptance

Contractor should produce necessary samples to TICEL for approval before execution.

### 2.0 Inspection by Owner

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 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

During the execution of interior works the temporary electrical power supply may be provided on request of contractors undertaking of safety at 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.

### 4.0 Hazardous Area

4.1 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, 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.

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

### 5.0 Progress of Services

Contractor shall submit to Owner, a weekly Progress Report detailing the accomplishment of works as per the approved Program Chart or Schedule and the remedial action taken and proposed if the services shall be lagging behind schedule. Access to Contractors works shall be granted to Owner or their representative at any time for the purpose of ascertaining progress.

### 6.0 Scaffolding

If scaffolding shall be required for safe performance of the work, Contractor shall erect the same using his own standard steel scaffolding materials. The use of wooden scaffolding shall not be permitted. Contractor shall ensure that the scaffolding shall be erected in such a manner so as not to interfere with other activities in the area. Existing Aluminum tower (Ladder) 12 Mtrs. height dismantled type shall be used if required. The contractor is responsible to erect and remove as and when required within the premises.



## **7.0 Test Areas for Inspection**

In order to facilitate the determination of inspection procedures Contractor shall, if so instructed by the Owner, prepare the predetermined standards tests and sample areas. This work shall be deemed to be included in Contractors contract prices for the services.

## **8.0 Cleaning Up**

Contractor shall, at all time, keep the working area including adjoining premises, in a neat, clean and safe condition. Upon completion of any portion of the works, Contractor shall promptly remove all his equipment, construction plant, temporary works and surplus materials not to be used at or near the same location during later stages of services.

## **9.0 Working Hours**

The works may be executed by the Contractor 24 x 7 all days except Govt. mandatory holidays. However, no person is permitted to stay inside the TICEL Premises. The works should be carried out without disturbing other Agencies / Companies functioning inside the TICEL premises. Any Noisy work shall not be carried out during the office hours.

At the time of construction work, Contractor's staff and labours should use ground floor rest rooms only.

## **10. Adequacy of Contractor's Staff**

Contractor has to provide necessary skilled labours, Administrative Managers, Technical Staffs etc. to extract the quality work.

### **11.0 Contractor confirms and assures that:**

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

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

11.1.2 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.

11.1.3 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.

11.1.4 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.

## 12.0 Contractor confirms and assures that:

- 12.1.1 Contractor has the requisite skilled and qualified personnel to perform the services.
- 12.1.2 Contractor has inspected the premises and is familiar with the conditions related to performance of the services.
- 12.1.3 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.
- 12.1.4 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.
- 12.1.5 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.

- 12.0 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 'A' 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 affected. 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.

- 13.0 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.

- 14.0 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.

- 15.0 In the event that Contractor fails to progress the work, TICEL may decide to execute the same work by another contractor and the Cost incurred for the same will be recovered from the Original Contractor. Also it is liable to forfeit the EMD, any other available money of contractor with TICEL with termination.

## 16.0 Variations in Scope of Work

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

- 16.2 Additional and modification works related to scope of services. 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.

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.

### **17.0 Labour**

- 17.1 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. This has to be followed during the entire contract period.

- 17.2 The necessary ID Cards shall be provided for the workers to enable us to permit them inside the TICEL premises. No child labor (Below 18) is permitted inside the premises.
- 17.3 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
- 17.4 Contractor shall administer any National Labour on employment on terms and conditions not less favorable than those established for equivalent sites or locations within India.
- 17.5 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.
- 17.6 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 Contractor" shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The 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 employees of Contractor. TICEL shall recover the cost incurred due to this from the Contractor's running account bills.

- 17.7 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.
- 17.8 No sub-contract is allowed for works within the scope of this contract. If in any case, sub-contracting is needed for any work of specialized nature, prior written approval of TICEL shall be obtained by the Contractor. In such case, Contractor shall be responsible for the observance of all provisions of this Article by any Sub-contractor employed by it.
- 17.9 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.

Permits / Permissions Security Passes:

The Owner may issue required passes to contractor staff assigned to the project as situation warrant at any point of time. Contractor shall contact the Owner as soon as such exigencies arise for the details of the procedure. 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 contractor is received.

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

## 20. FORMATS

### Tender Information/Enclosures

- i) Format – A: Structure of Organization
- ii) Format – B: Personnel
- iii) Format – C: Experience of completed Interior works
- iv) Format – D: Experience of On Going
- v) Format – E: Certificates
- vi) Format – F: Letter of Transmittal
- vii) Format – G: Insurance Confirmation Letter
- viii) Format – H: Requirement of Clause-8 (Pre-qualification)
- xi) Format – I: Memo
- x) Format – J: Show Cause Notice

**FORMAT - A**

**STRUCTURE OF ORGANISATION OF THE BIDDER**

1.	Name of Applicant firm	
2.	Registered Office Address Postal	
a	Address Telephone Number E-mail 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.	
c.	Year of establishment and location of Establishment	
3.	Number of years experience in Interior works 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 Certificate of Incorporation and certificate 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	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)	
15	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)	
16	Has the Bidder suffered insolvency/bankruptcy in the last five years? (Yes/ No)	
17	Has the Bidders been terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings. (if so, give name of work and reasons for not completing work)	
18	Is the Bidder's net worth negative? (Yes/ No)	
19	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.	
20	Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)	
21	In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)	





Note:

1. The Details as required to be submitted with supporting documents for each criteria mentioned at each row.
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 penalized 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 terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings.

**FORMAT - B**

**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)	
	Organization	
	Address	
B.	Key Technical and Administrative Personnel and Consultants:	
	1) Individual's Name	
	2) Qualification	
	3) Present position of office	
	4) Professional experience and details of Interior works carried out	
	5) Years with the applicant	
	6) Language known	
	7) Additional information	
C.	Details of Service Personnel to take care of various services.	

Place:

Date:

Signature of Applicant with seal

**FORMAT - C**

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

This is to certify that M/s. \_\_\_\_\_ (Company's Name) having its office at \_\_\_\_\_ (Address of Company) have completed a work for us (Central Government/State Government/PSU's/DMRC/Private Limited Companies/Limited companies/Educational Institutions) for the of Office Interior Works at the location \_\_\_\_\_ for a contract value of Rs. \_\_\_\_\_ for an area of \_\_\_\_\_ Sq.ft during the period \_\_\_\_\_.

The performance of M/s. \_\_\_\_\_  
\_\_\_\_\_ (Good/Satisfactory/poor).

(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 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. Seal (Signature of the Bidder).

**FORMAT -D**

**Experience of ongoing projects**

<b>Sl. No.</b>	<b>Name of the company organization</b>	<b>LOA / WO</b>	<b>Period of contract</b>

**FORMAT - E**

**CERTIFICATES**

Certificates in support of suitability, technical know-how and capability for having successfully completed Providing Interior works during the last five years along with copy of work order, agreement clearly stating the scope and details of work.

**FORMAT - F**

**LETTER OF TRANSMITTAL**

To:  
**The Managing Director**  
TICEL Bio Park Ltd,  
No. 5, CSIR Road,  
Taramani,  
Chennai 600 113.

Sir,

**Sub: Submission of pre-qualification application for the work of creating TICEL innovation hub (incubation) at TICEL bio park - III, marudhamalai main road, somayampalayam village, anna university campus, Coimbatore - 641 046**

\*\*\*\*\*

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 G 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 TICEL BIO PARK - III @ COIMBATORE to approach the Bank issuing the solvency certificate to verify the correctness thereof. We also authorize TICEL PARK COIMBAOTRE 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 Clause 8.1(i) of the Pre-qualification documents.

6. We submit in Format – G 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 E and Annexures F to G		
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	EMD as called for in Tender		
14	Any other important information		

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

**Place:**

**Date of Submission**

**Signature of Tenderer with Seal**

**FORMAT - G**

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

To  
**The Managing Director**  
TICEL Bio Park Ltd,  
No. 5, CSIR Road,  
Taramani,  
Chennai 600 113.

Dear Sir,

**Sub: Confirmation of Insurance Policies Contract /**  
**Agreement No for Interior works for TICEL Bio Park - III @**  
**Coimbatore**

---

We hereby confirm that we have effected valid insurance policies 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
- .....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 - H**

**REQUIREMENT OF CLAUSE-8  
(ELIGIBILITY FOR PRE-QUALIFICATION)**

1	Do you satisfy requirement of Clause 8a  Details to be furnished	Yes/No
2	Do you satisfy requirement of Clause 8b  Details to be furnished.	Yes/No
3	Do you satisfy requirement of Clause 8c  Details to be furnished.	Yes/No
4	Do you satisfy requirement of Clause 8d  Solvency Certificate for a value of Rs.20 lakhs from nationalized / scheduled bank obtained not earlier than 3 months from the last date for submission of Tender.	Yes/No
5	Do you enclose necessary documentary  Evidence for items 1 to 4 above.	Yes/No

**Place:**

**Date:**

**Signature of Tenderer with seal**

**FORMAT - I**

**Memo**

**Address**

**Sub: Issuance of Memo for -----**

With reference totender No.....dt.....

, you have been appointed as Interior works 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 authorized by MD**

**FORMAT - I**

**Show Cause Notice**

**Address**

**Sub:** Show cause Notice- Reg

**Ref:** Our Memo dated.....  
-----

With reference to tender No..... dt....., you have been appointed as **Interior works** 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 authorized by MD**

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

“Contractor” - Shall mean Interior works contractor

“Owner” - Shall mean TICEL Bio Park - III @  
Coimbatore

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## SECTION-I

### 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 endeavor 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 firefighting 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 signages 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 officer 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 officer 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 officer 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 officer 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 NOISE:**

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

## **2.9 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 officer/Owner gives permission. Each specific site of overhead working will require consent from the safety officer. 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 officer and/or Owners representative.
- Work connected with overhead safety includes the movement of long metal objects, machinery, jibs, masts, arms or other elevated parts.

## **2.10 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.

## **2.11 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 Contract. Due provision must be made during contract preparation.

#### **2.12 PLANT SERVICES:**

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

#### **2.13 SUPERVISION:**

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

#### **2.14 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 officer/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 officer/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.

The Owner will not provide tools, materials, lifting or access equipment, fixings or raw materials.

5. 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.
6. All welding, burning and grinding operations which could potentially cause fire must be reported to security.
7. Vehicle parking will be in designated areas only.
8. 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 officer/Fire officer.
9. No food is to be consumed or left in work areas.
10. Warning signs and speed restrictions must be displayed and be observed.
11. Place of work to be left in a tidy and safe condition at the end of each work period.
12. Care to be taken against contamination of any product of paint, oil, etc.
13. 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.