

	TICEL BIO PARK LTD TARAMANI, CHENNAI
E-Tender for HVAC and Electrical works for Establishment of Clean Room Facility for the Centre for Advanced Bio Process Equipment Facility at TICEL Bio Park Phase-III, Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore – 641046	
VOLUME – I Conditions of Contract, Pre-Qualifications Criteria, & Technical Specifications etc.,	
e-Tender No: TICEL-III/ELE/2025-26/13	
Date of Issue:	14.02.2026
Date for submission	On or before 02.03.2026 @ 3.00 PM
FEBRUARY 2026	

TICEL BIO PARK LTD**CONTENTS**

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Section – 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, Email: md@ticelbiopark.com			
			Date: 14.02.2026
TICEL invites e-Tender for the following works at TICEL Bio Park - III, Coimbatore			
Sl. No.	e-Tender No.	Name of the Tender	Tender Closing Date & Time
1.	E-TENDER No, TICEL-III/CR/2025-26/12	E-TENDER for Civil, Clean Room Panels, Furniture, Utility Systems and Fire Alarm Works for Establishment of Clean Room Facility for the Centre for Advanced Bio Process Equipment Facility at TICEL Bio Park Phase-II, Coimbatore-641046.	02.03,2026 before 3.00 P.M.
2.	E-TENDER No, TICEL-III/ELE/2025-26/13	E-Tender for HVAC and Electrical works for Establishment of Clean Room Facility for the Centre for Advanced Bio Process Equipment Facility at TICEL Bio Park Phase-II, Coimbatore-641046.	02.03,2026 before 3.00 P.M.
For more details and participation in the above e-tender, please visit the website https://www.tntenders.gov.in/ . Last date for online submission of duly filled tender documents is 02.03,2026 on or before 3.00 p.m. TICEL Bio Park Ltd reserves the right to accept / reject any one / all tenders without assigning any reason			
DIPR/...../Tender/2026			Managing Director

8 x 9 cm

Section – 2

Information about TICEL Bio Park Ltd

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 with 10 acres land at Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore – 641 046. The building is operational from 2021.

TICEL has proposed to establish a Centre for Advanced Bioprocess Equipment Facility at TICEL Phase-III, Coimbatore

A. Project Location

The site proposed for the said TICEL Phase-III lies in Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore – 641 046

The Google Map Location: <https://maps.app.goo.gl/H5jHV0DCbTvu2ass8>

B. Linkage and Connectivity

The project site is at the prime location and is well connected to major cities through road and rail network.

Sl. No.	Linkage and Connectivity – within Chennai city	Distance (km)
1.	Coimbatore Railway Station	11.6 km
2.	Gandipuram Bus Stand	12.7 km
3.	District Collector Office	12 km
4.	Coimbatore Airport	20.7 km

Section – 3

Pre-qualification Conditions

TICEL Bio Park Ltd Invites e-Tender from Contractors for **Execution of HVAC & Electrical works for Centre for advanced Bio Process Equipment Facility at TICEL Phase-III, Coimbatore, Tamil Nadu, India.**

a) Experience of the Contractor

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of executing HVAC & Electrical 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 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25.

b) Experience in similar work (Execution of HVAC & Electrical works):

The TENDERER should have satisfactorily completed execution of HVAC & Electrical works during any one of the last 5 years (FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) should be either of the following: -

- I. One similar completed work (Execution of HVAC & Electrical works), costing not less than the amount equal to Rs.39.8 lakhs (without GST).

or

- II. Two similar completed works (Execution of HVAC & Electrical works), each costing not less than the amount equal to each Rs.29.85 lakhs (without GST).

or

- III. Three similar completed works (Execution of HVAC & Electrical works), each costing not less than the amount equal to each Rs.20 lakhs (without GST).

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

c) The bidder shall have successfully completed similar work (Execution of HVAC & Electrical works) covering a minimum of 1,000 sq. ft during the any one of the last 5 years (FY 2020-21, 2021-22, 2022-23 2023-24 & 2024-25).

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

d) Annual Turnover

Annual Turnover of minimum Rs.40 Lakhs by the legal entities /Firm/Company in any one of the last three Financial Year 2022-23, 2023-24 & 2024-25. Tenderer should submit the copy of the auditor's certificate on turnover as part of technical bid.

e) 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.

SECTION – 4**Contract Data**

1.	Tender Document Available to download	Website: https://tntenders.gov.in at free of cost From 14.02.2026 to 02.03.2026 UP TO 03.00 pm
2.	Method of Tender	Open Tender System Online submission of Volume - I (Technical Bid) and Volume - II (Financial Bid - BOQ) through Website https://tntenders.gov.in
3.	Earnest Money Deposit EMD	Rs. 50,000 /- (Rupees Fifty Thousand Only) through Online.
4.	Address for any clarification	Managing Director, TICEL Bio Park Ltd, No.5, CSIR Road, Taramani, Chennai – 600 113. Any clarification in the tender shall be sought through e-mail before 5.00 PM on 23.02.2026 Email id: md@ticelbiopark.com . Pre-bid meeting will be conducted at TICEL Phase-III at Coimbatore on 23.02.2026 at 11.30 AM.
5.	URL for online bid submission for e-tender	https://tntenders.gov.in
6.	Last Date of Bid Submission	02.03.2026 upto 3.00 PM
7.	Date & time of opening of Technical Bid	03.03.2026 at 4.00 PM
8.	Tender Validity	120 days from the date of opening of price bid
9.	Date of commencement of work	10 days from the date of issue of Letter of Award or site handing over whichever is earlier.
10	Period of Contract for Execution	Three months from the date of issue of LOA
11	Performance Bond Capital work	The successful Bidder shall furnish a Performance Bond within 7 days of LOA in the form of Bank Guarantee in the format appended herein for an amount of 10% of the contract sum (excluding GST), valid till the end of Defects Liability Period of one year from the date of satisfactory handing over of the completed works with further claim period of six months by the successful bidder to TICEL with provision for direct re-validation on demand by TICEL, when so called for, for the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of Defects Liability Period plus six months or two months after the last notified defect had been rectified, whichever is later.

12.	Defects Liability Period and Maintenance	One Year from Date of Handing Over.
13.	Signing of Agreement	The Contract is concluded by issuing LOA and the Contractor must comply with the requirements as per the Tender including signing of agreement within Ten days from the date of LOA.
14.	Liquidated Damages	0.5% (Zero decimal one per cent) of the contract sum per week of delay subject to a maximum of 10% of the contract Value (exclusive of GST). The period of delay shall be as opined by the client / PMC which is final and binding on the contractor.
15.	Retention Money	5% (Five Percent Only) of contract value will be deducted from each running account bills. 50% of retention money shall be released upon completion & handing over of all the works and as certified by TICEL & the remaining 50% will also be released after Defects Liability Period.
16.	Mobilization Advance	Nil
17.	Price Escalation	Price escalation shall not be applicable on this contract for entire contract period including if any extension granted during execution.
18.	Limit of Variations	Individual items in the Schedule of Probable Quantities is liable to alteration without any pre-specified limit to extent of such variations by way of omissions, deductions or additions at the discretion of the PMC, but the value of all variations shall not exceed +/- 25 % of the Contract Sum.

Note:

(i) The tender document can be downloaded from website <https://tntenders.gov.in>
 “Corrigendum, if any, would appear only on the above web sites and not to be published in any Newspaper”.

Date:

Place:

Signature of the Tenderer with Seal

Section – 5

General Instructions

1.0 General

Tamilnadu Industrial Development Corporation Ltd (TIDCO), a premier industrial development agency of the Government of Tamil Nadu, established in 1965, spearheads the industrial growth in the state by promoting medium and large industrial and infrastructure projects involving large investments and huge employment potential in association with Private Promoters.

TIDCO has promoted several joint ventures for manufacturing products such as iron & steel wrist watches, auto parts/components, textiles, fertilizers, Petroleum and Petrochemicals, Pharmaceuticals, floriculture, processed food products and leather products. It has also ventured into setting up of IT/ITES Parks, Industrial Parks, Bio Parks, and Special Economic Zones.

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 with 10 acres land at Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore – 641 046. The building is operational from 2021.

1.02 DEFINITIONS

- i. **TENDER:** Shall mean the set of **TENDER** Documents submitted by a **BIDDER**.
- ii. **TENDER DOCUMENT:** Shall mean set of documents consisting of Techno-Commercial TENDER with Drawings.
- iii. **CLIENT:** TICEL BIO PARK LTD will also be referred as Employer / Owner.
- iv. **BIDDER:** Shall mean a single entity who has purchased the **TENDER** documents to submit for Techno Commercial **TENDER** to execute the said works.
- v. **Works:** Shall mean “**Execution of Electrical & HVAC for Clean room facility for Centre for advanced Bio Process Equipment Facility at TICEL Phase-III, Coimbatore, Tamil Nadu, India**”. The works includes Defects Liability Period (DLP) of one year, after 100% successful completion / handing over of the entire works as certified by the client.
- vi. **Contract:** Shall mean the Contract entered into between TICEL BIO PARK LTD. and the successful BIDDER on award of Contract for the works.

1.03 The TICEL Bio Park Limited, Taramani Chennai 600113 invites online item rate open e-tender in the two-bid cover system (**Technical and Financial**) from eligible and experienced Intending bidders for the above-mentioned works.

1.04 The tender document can be downloaded from website www.ticelbiopark.com and (<https://tntenders.gov.in/nicgep/app>) @ free of cost

1.05 The TENDER should be submitted in **English** only. Supporting documents such as Annual Reports, Audited Balance sheets, Client’s certifications, Testimonials etc., if attached in any other language other than English shall be accompanied by its true English translation duly signed for its correctness.

- 1.06 The **BIDDER'S** Digital signature (e-token) of the Firm / Company for registration for e-submission through the website (<https://tntenders.gov.in/nicgep/app>)
- 1.07 **BIDDER** should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case, however, any corrections, alterations, changes, erasures, amendments and / or additions have to be made in the tender, they should be supported by dated signatures of the same authorized person signing the Tender documents.
- 1.08 Documents submitted in connection with the **TENDER** will be treated as Confidential and will not be returned.
- 1.09 The cost incurred by **BIDDERS** in preparing their **TENDER**, in collecting information, in providing clarifications or attending discussions, conferences or in making presentations, site visit etc is the scope of BIDDER.
- 1.10 At any time prior to the last date of submission of Tender, TICEL BIO may, for any reason, whether on its own or in response to the clarification request by a prospective BIDDER, modify the Tender document. **Corrigendum, if any, would appear only on the above web sites and not to be published in any Newspaper.**
- 1.11 a. **TICEL PARK Ltd.** reserves discretion power to right to reject any or all **TENDERS** or reduce the scope without assigning any reasons whatsoever and without incurring any liability to whomsoever.
- b. All times and dates mentioned in this Tender Notice and application are Indian Standard Time (IST). Indian Standard Time only will be followed for communication and other purposes.

2.00 GENERAL INSTRUCTIONS

2.01 Preamble:

The bidding under this contract is electronic bid submission through website (<https://tntenders.gov.in/nicgep/app>) only. Detailed guidelines for viewing bids, enrollment and submission of online bids are given on the website. Prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited. The website (<https://tntenders.gov.in/nicgep/app>) also has "bidder manual kit" with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Queries pertaining to the e-tendering system may be addressed to the E-Tender Cell by sending an E-Mail to etender@tn.nic.in.

2.02 Registration:

- i) The bidders can enroll themselves on the website (<https://tntenders.gov.in/nicgep/app>) using the "**Online Bidder Enrollment**". This enrollment is free at this point of time.
- ii) The bidders are required to have enrollment/registration in the website by clicking on the link "Online bidder enrollment" which is free of charge.
- iii) As part of the enrollment process, the bidders are required to choose a unique username and assign a password for their accounts Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be

used for any communication from the e- Portal.

- iv) Possession of **valid Digital Signature Certificate (DSC)** (Class III Certificates with signing key usage) in the Company's name (Lead member) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), is a prerequisite for registration and participation in the bid submission activities.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.
- vi) Bidder can login to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.
- vii) The website also has user manuals with detailed guidelines on enrollment and participation in the online bidding process which can be downloaded for ready reference.
- viii) Correspondence details:

For queries related to registration and online bidding (NIC): e-mail : support.etender@nic.in Contact No.: 044 – 24466495	For queries related to tender enquiry / specification: 1) 044-22540050 2) Email: mo@ticelbiopark.com 3) Email: md@ticelbiopark.com
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2.03 Searching for Tender Documents

- i) There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (NIC).

2.04 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 NIT and 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) Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such Standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) have been provided to the bidders. Bidders can use “My space or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Anyhow, over and above the documents available in “My Space” option, it is the sole responsibility of the bidder to ensure the uploading /submitting required documents as called for in the tender.
- v) The completed bid comprising scanned copy of necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates, mentioned in the different sections in the tender document, with necessary attestation wherever called for, in the tender.
- vi) The bidder should submit the bid as follows.

The first set of documents relates to **Technical Bid** submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions / instructions in PDF Format.

The second set of documents relates to **Financial Bid** (BOQ) furnishing the rate for each item in XLS Format.

2.05 Electronic submission of Bids:

The bidder shall submit online the requirements under qualification criteria, the Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

2.06 Procedure for submission of bids:

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- iii) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- iv) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
- v) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vi) Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- vii) The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. Contracting authority is not responsible for any failure, outside their control.
- viii) TICEL BIO Park Ltd may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TICEL BIO Park Ltd and bidders subject to the previous deadline shall thereafter be subject to the extended deadline.

2.07 Late Bids

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

2.08 Modification and withdrawal of bids:

- i) Bidders may modify their bids online before the deadline for submission of bids.
- ii) In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
- iii) No bid may be modified after the deadline for submission of Bids. Any queries relating
- iv) 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.

Any queries relating to the process of online bid submission or queries in general may be directed to the 24x7 Central Public Procurement Portal Helpdesk.

TICEL BIO Park 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.

The BIDDER or consortium partners, who have abandoned any contract executed for any TICEL BIO Park Limited / its JV or associate companies / related companies, during last 05 years, and / or whose contracts have been terminated and / or bidders who have been blacklisted and / or banned by TICEL BIO Park Ltd / its JV or associate companies / related companies or Government of Tamil Nadu / its agencies or any PSU's and currently if the ban is effective as on date of submission of bid, are not eligible to participate in this tender. For the purpose of this tender, 'related companies' mean any company promoted by the major promoters of TICEL BIO Park Limited, viz, TIDCO & ELCOT

- 2.10**
- a) The tender form must be filled in English. If any of the documents is missing, or unsigned, TICEL BIO Park, in its discretion may consider the tender invalid. All the pages of tender including pre-bid clarification are to be signed and uploaded. If any missing of pages will lead to rejection of tender at initial stage itself.
 - b) Any items left unpriced shall be deemed to be included for elsewhere in the BOQ or the schedule and hence the rate for that item will be taken as nil. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.
 - c) The rate quoted includes all expenses, cost of Manpower, tools & equipment etc., including overheads and profits for the lump sum prices quoted in the Bill of Quantities. The rates quoted should be inclusive of All Duties & Taxes except GST. Statutory payment for taxes and levies such as Income Tax (TDS), surcharges, other taxes, if any, etc., will be deducted from bills at applicable rates prevailing from time to time. Taxes and Duties if any, introduced by the Govt. during the course of the contract will become payable.

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

2.11 Rejection of Tender

- A) Tender will be summarily rejected if,
 - i) Received by Post / Courier / telex / telegram / Fax / E-mail/ any other mode other than e- submission.
 - ii) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
 - iii) Does not meet Bid Qualification Requirement.
 - iv) Received from any blacklisted firm or contractor.
 - v) Received from a tenderer whose past performance is not satisfactory.
 - vi) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
 - vii) Price is indicated in Technical bid
 - viii) Incomplete and evasive offer.
 - ix) Not in the prescribed Form & Procedure

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

- i) Received without GSTIN NUMBER
- ii) Not in conformity with TICEL BIO Park Ltd commercial terms
- iii) With validity period less than that specified in the specification.
- iv) Not containing all required particulars
- v) the BIDDER or consortium partners have been found to have abandoned any contract executed for any TICEL BIO Park Limited / its JV or associate companies / related companies, during last 05 years, and / or whose contracts have been terminated and / or bidders who have been blacklisted and / or banned by TICEL BIO Park Ltd / its JV or associate companies / related companies or Government of Tamil Nadu / its agencies or any PSU's and currently if the ban is effective as on date of submission of bid. For the purpose of this tender, 'related companies' mean any company promoted by the major promoters of TICEL BIO Park Limited, viz, TIDCO & ELCOT

2.12 Modifications/Clarifications to Tender Documents:

- i) At any time after the commencement of e-Tender and before the closing of the event, TICEL BIO Park Ltd may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned through corrigendum which can be downloaded from the login.
- ii) In case any tenderer asks for a clarification on the tender documents before the date specified, TICEL BIO Park Ltd will clarify the same.
- iii) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TICEL BIO Park Ltd will be final and binding on the Tender.
- 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.

2.13 Quotation of Rates

- i) Rates should be quoted figures i.e., integers only.
- ii) Offers giving lump sum price, without giving their breakup as per details indicated in the BOQ, shall be liable for rejection.

2.14 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 e-Tender and TICEL BIO Park Ltd will in no case be responsible or liable for these costs

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

4.00 IMPORTANT CONDITIONS OF CONTRACT

- 4.01** The prices should be quoted in Indian Rupees only. The rates quoted by the BIDDER shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. Price should be quoted as per BOQ furnished.
- 4.02** Condition of Contract will be as per standard practice and duly modified as and when there is a change in Government regulation / statutory requirement. Performance Bank Guarantee, Retention Money, Defect Liability Period, liquidated damages, default and arbitration clause will be followed as per the conditions of contract. The contractor shall be responsible for procurement of all quality materials required for the performance of the contract.
- 4.03** Since the project is to be implemented strictly on the time schedule, **TICEL BIO PARK Ltd.** will lay high emphasis on the capacity of the selected contractor to deploy high tech and speedy construction techniques, high degree of planning good procurement and quality check procedures, quality assurance Plan, Environment and Safety Plan to meet the appropriate standards to prepare Program Evaluation Review Technique (PERT) Chart for scheduling the completion of work.
- 4.04** Tenderers under Joint venture/ Consortium are not allowed to participate in the tender.

5.00 ELIGIBLE BIDDERS

The person signing the **TENDER** document should be the duly authorized representative of the firm/ company, for which a certificate of authority should be submitted. The Power of Attorney /authority to authorized signatory must be enclosed in detail.

The price tenders will be opened for those who qualify the eligibility criteria as mentioned in the clause No. 6 as below:

Any change in the legal status of a BIDDER subsequent to submission of TENDER will be subject to approval of TICEL BIO PARK LTD with respect to Tender Documents.

1. Performance Guarantee

The Tenderer shall submit a Performance Bank Guarantee equivalent to 10% of the capital works contract value within **7 (Seven) days from the date of issuance of the Letter of Award (LOA)**, in a format acceptable to the Owner. This guarantee shall remain valid until the completion of the **Defect Liability Period (DLP) of 12 months**, with an additional **claim period of 6 months**.

2. Modifications/Clarifications to Tender Documents:

- i) At any time after the commencement of Tender and before the closing of the event, TICEL Bio Park Ltd may make any changes, modifications or amendments to the tender documents and same will be intimated to the concerned through corrigendum.
- ii) If any tenderer raises clarifications after the opening of the tender, the clarification issued by TICEL Bio Park Ltd will be final and binding on the Tenderer.
- iii) 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.

3. Quotation of Rates

- i) Rates should be quoted in figures i.e., integers only.
- ii) Offers giving lump sum price, without giving their breakup as per details indicated in the BOQ, shall be liable for rejection.

4. 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.

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.

5. Tender Opening

Opening of Technical Bids (Vol-I):

The Tender offer except price Bid will be opened electronically on the last date & time of the submission as notified elsewhere in the Tender

Opening of Price Bids (Vol - II):

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

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 majeure, the tenders will be opened on the next appointed time and date to be notified later.

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

6. Information required and clarifications

In the process of examination, evaluation and comparison of tender offers, TICEL Bio Park Ltd 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 Bio Park Ltd 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 Bio Park Ltd for rejection of their offer. TICEL Bio Park Ltd shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against TICEL Bio Park Ltd.

7. Negotiation

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

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

8. 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 Bio park Ltd will constitute a binding contract between TICEL Bio Park Ltd and the

ii) person/contractor submitting the tender whether such formal agreement is or not subsequently executed.

iii) 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.

iv) No portion of the Contract shall be given on subcontract except with the written consent 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.

v) The Contractor shall carry out all the work strictly in accordance with Documents, details and instructions of TICEL's Representative. Any changes 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 of equipment and components, replacement of spares (except consumables) as may be required, in an integrated manner so as to ensure a trouble free and smooth functioning of the complex in entirety and to ensure maximization of operative life of Plant and Machinery.

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

vii) 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 and acquaint himself with all local and site conditions, means of access to the job, nature of the job, nature of plant and machinery as well as services

being installed; 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.

viii) While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation shall be considered for any reason whatsoever.

ix) 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.

x) 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.

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

xii) 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 therefor shall be considered for any reason whatsoever.

xiii) Supply of water and electricity required for the works shall be made available free of charge by TICEL. However, the successful tenderer shall bear all costs of extending supplies from the point of source of such requirements to place of work, maintaining the supplies, etc. as required within the quoted rates.

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

9. Final Decision-Making Authority

TICEL BIO PARK LTD reserves the right to accept or reject any of the applications/tender(s) without assigning any reasons thereof. TICEL BIO PARK LTD., reserve 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 BIO PARK LTD., decision of TICEL BIO PARK LTD 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.

10. Pre-bid Meeting and Clarifications

Pre-Bid Meeting will be held at TICEL Phase-III at Marudhamalai Main Road, Somayampalayam Village, Anna University Campus, Coimbatore – 641 046. Clarifications required by the Tenderers may be sought in writing from TICEL Bio Park Ltd before or during the Pre-Bid Meeting. Clarifications issued by TICEL Bio Park Ltd and the minutes of Pre-Bid Meeting, which form part of the contract documents shall be uploaded in our websites. No queries written or oral shall be entertained after the Pre-Bid Meeting.

Section – 6

Conditions of Contract (Definitions and Interpretation)

PART-A (General)

Interpretation clause:

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

a)	“Owner”/” OWNER” / TICEL(Owner)	shall mean TICEL BIO PARK LIMITED, CHENNAI and shall include its assigns and successors
b)	“TENDERER” / “CONTRACTOR”	means the person, firm, company with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the TICEL)
c)	"bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts)	means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
d)	"Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts)	means any person or firm or company, including any member, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
e)	“Bill of Quantities” (including the term Price Schedule or BOQ)	means the priced and completed Bill of Quantities forming part of the bid.
f)	“Contract” or ‘Letter of Award – LoA’	means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the TICEL and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

g)	“Day”, “Month”, “Year”	shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
h)	“General Conditions”.	means the General Conditions of Contract, also referred to as GCC
i)	“Parties”	The parties to the contract are the "Contractor" and the TICEL, as defined in this clause;
j)	Special Conditions	means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
k)	Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process	Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
l)	“Works”	Execution of Electrical & HVAC works for Clean room facility for Centre for advanced Bio Process Equipment Facility at TICEL Phase-III, Coimbatore, Tamil Nadu, India
m)	“Engineer-in-Charge”	Person approved by the Owner and appointed and paid by the OWNER and acting under the orders of the Owner to inspect the works.

Tenderers under joint venture / consortium are not allowed to participate in the tender.

1. Definitions.

The contract documents consist of agreement, General Instructions, Notice Inviting Tender, General Conditions the contract, Special Conditions, Technical Specifications and Schedule of Quantities, suggested charts, tender drawing including all modifications thereof incorporated in the document before the execution and the Contract Drawings prepared by the Owner from time to time. These form the contract.

The OWNER : TICEL BIO PARK LIMITED, CHENNAI
The Contractor :

All those mentioned as such in the agreement as such in the Agreement and shall include their legal representative, assign, 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 including any building and erections thereon; any other land allotted by the Owner for the TENDERER use and any other nearby land that Owner may include for beneficial use by Occupants of TICEL BIO PARK LIMITED.

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

“TICEL(OWNER) OR ITS REPRESENTATIVES” shall mean the authorized agency appointed by the owner with an overall and single point responsibility for managing entire services of TICEL Bio Park Ltd.

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

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 Contract includes labor or material or both and other applicable terms.

All time limits stated in the contract document are of the essence of the contract. The law of the place of work shall govern the job under this contract.

The date of completion of the work or specified portion of the work is the date when execution is sufficiently completed, in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties, so that the OWNER can take over project for the use it was intended.

The words 'Bidder'/ 'Tenderer' shall mean the specialized contract agency/agencies who tender for the work.

2. Contract Document

The following documents shall constitute the contract document.

- I. Tender, Tender documents & all Tender Form, formats, annexures etc. as published
- II. Article of Agreement
- III. General Terms & Conditions of the Contract
- IV. Terms of reference
- V. Technical Specifications
- VI. Schedule of Quantities (Contract bills)
- VII. Special Conditions
- VIII. Tender drawings duly signed by the tenderer

- IX. Suggested Bar Chart accepted by the Bidder or Bidder's alternate/ detailed bar chart accepted by the OWNER.

- X. Letter and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of acceptance by the TICEL BIO PARK LTD and award letter by the OWNER.

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

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

The Contract Document shall remain in the custody of the OWNER, so as to be available at all reasonable times for the inspection of the Contractor / Nominated Sub-Contractor. Immediately after execution of the contract one copy of the Contract Document and two copies of the Contract Drawings shall without charge be supplied by the OWNER to the Contractor / Nominated Sub-Contractor and one copy of the Contract Document to the Owner.

So soon as is possible after the execution of this contract two copies of the Specifications, descriptive schedule or other like document necessary for use in carrying the work shall without charge be supplied by the Owner to the Contractor / Nominated Sub-Contractor.

Provided that nothing contained in the said Specifications, Descriptive schedule or other document shall impose any obligation beyond those imposed by the Contract Document namely by the Contract Drawing, the Contract Bills, the Articles of Agreement and these conditions and General Instructions and Notice Inviting Tender.

It is however not the intent to specify completely herein all details of design and construction of the equipment / system. However, the equipment shall conform in all respects, to high standards of Engineering, Design and workmanship and be capable of performing in continuous commercial operation up to Tenderer's guarantee in a manner acceptable to the OWNER who will interpret the meaning of the drawings and specifications and shall have the power to reject any work or materials, which in his judgement, are not in full accordance therewith. Quantities, sizes and capacities of various equipment mentioned in the specification and enclosed drawings are for Tenderer's guidance only. Tenderer shall carefully check the above mentioned details while selecting and offering the equipment.

The extent of supply under this contract includes all items shown in the tender drawings notwithstanding the fact that such items may have been omitted from the specification or schedules. Similarly, the extent of supply includes all items included in the specification or schedules notwithstanding the fact that such items may not have been shown in the tender drawings. Also, such of those items not specifically included in the specifications and drawings, but which are required to complete the intent of the contract shall be deemed to be within the scope for supply by the Contractor.

All specialized equipment / services necessary for proper erection, commissioning and performance testing of all equipment covered under this contract shall be provided by the Contractor. The cost of such equipment and services shall be included in the Contract price / rate.

After the award of the Contract the Contractor / Nominated Sub- Contractor shall without charge be supplied with all such further drawings and details as may be prepared by the Owner from time to time as the work proceeds as are reasonably necessary either to explain or amplify the Contract Drawings or to enable the Contractor / Nominated Sub-Contractor to carry out and complete the work in accordance with these conditions. Provided all such drawings shall be a reasonable development of the work described in the Contract Document.

The Contractor / Nominated Sub-Contractor shall keep one copy of the Specifications Descriptive schedule or other like document referred to in this clause and one copy of the Contract Drawing and such other drawings and details supplied to him from time to time and referred to in this clause so as to be available to the Owner or his representative at all reasonable times.

None of the documents here-in-before mentioned shall be used by the Contractor / Nominated Sub-Contractor for any purpose other than this contract and the OWNER shall divulge or use except for the purpose of this contract any of the prices in the contract bills. Upon final payment, the Contractor / Nominated Sub-Contractor shall if so requested by the Owner forthwith return to the Owner all Drawings, Details, Specifications, Descriptive Schedule and other Document of like nature which bears his name or that of the Owner.

3. Type of Contract

The Contract shall be for the items covered in the Schedule of Quantities referred as "Price Bid" in Volume – II of tender document. The Contractor / Nominated Sub-Contractor shall be paid for the actual quantity of work done, as measured at site, at the accepted rates as quoted by him in the Contract Bills or as modified and agreed thereupon before acceptance.

The Contract is for complete execution of clean room facility including HVAC & Electrical works and maintenance works during Defects Liability Period of one year from the date of handing over of the entire scope of the specialized works.

The scope of work for each item in the Schedule of Quantities is all inclusive for proper installation and operation of the respective items and shall include supportive items as required whether specifically mentioned or not.

The Schedule of Quantities shall be read together with technical specifications and drawings as well as special conditions of contract.

Any variation either addition or deletion in any of the items required by the OWNER / TICEL Bio park Limited during execution of work will be based on the unit rates quoted.

4. Schedule of Quantities

The Schedule of Quantities given in Contract Bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. The OWNER reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the Contractor/Nominated Sub-Contractor shall not claim any extras or damages on these grounds.

Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this Contract but shall be treated as a variation.

5. Contract Drawings

In general, the Drawings shall indicate dimensions, position and type of construction; the Specifications shall indicate the qualities and the methods; and the Schedule of Quantities shall indicate the quantum and the rate for each item of work. Any work indicated on the Drawings and not mentioned in the Specifications or vice versa shall be furnished as though fully set forth in both. The same interpretation shall apply between Schedule of Quantities and Drawings. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified.

The Contractor's / Nominated Sub-Contractor's work shall not deviate from the Drawings and the Specifications. The Owner's interpretation of these documents shall be final.

Errors or inconsistencies discovered in the Drawings and Specifications shall be promptly brought to the attention of the Owner, through the Engineer-in-charge, for interpretation or correction. Local conditions, which may affect the work, shall likewise be brought to the Owner's attention. If at any time, it is discovered that work is being done which is not in accordance with the Contract shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension of time. The Contractor / Nominated Sub- Contractor shall not carry-on work except with the knowledge of the Engineer- in-charge.

Figured dimensions on the Scale Drawings and large size details shall govern, large size details shall take precedence over small scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted, as directed by the Owner without expense to the OWNER. The general conditions apply with equal force to all the work including authorized extra works.

All drawings, Schedule of Quantities and Specifications and copies thereof furnished by the Owner are his property. They shall not be used on any other work and shall be returned to the Owner at his request on competition or termination of the Contract.

6. Contract Sum

The Contract sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions, and any error whether of Arithmetic or otherwise in the computation of the Contract Sum shall be deemed to have been accepted by the parties hereto.

7. Contract Bills

The quality and quantity of the work included in the contract sum shall be deemed to be that which is set out in the Contract Bills which Bills unless otherwise expressly stated in respect of any specified item shall be deemed to have been prepared in accordance with the principles of the standard method of measurement of building works last before issued by the Bureau of Indian Standards but save as aforesaid nothing contained in the Contract Bills shall override, modify or affect in any way whatsoever the application or interpretation of that which is contained in these conditions.

The general Character and the scope of the work is illustrated and defined by the Specification and Schedule of Quantities herewith attached and by the signed Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract Drawings and/or the Contract Bill, he shall immediately give to the OWNER a written notice specifying the discrepancy or divergence and the OWNER shall issue instructions in regard thereto.

Extent:

The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directors of and to the reasonable satisfaction of the OWNER. The Owner may in his absolute discretion and from time-to-time issue further drawings, details and/or written instructions, written directions and written explanations all of which are collectively referred to as Owner instructions. All such Drawings and instructions shall be consistent with Contract Document, true development thereof and reasonably inferable therefrom.

8. Scope and Intent

Intent:

The intention of the Document is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. All such drawing and instructions shall be consistent with the Contract Document, true developments thereof and reasonably inferable therefrom as above. Materials of work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

9. Co-operation

In the case of works indicated on the Drawings but not included in the contract the Contractor / Nominated Sub-Contractor shall extend co-operation for any Sub-Contractor or supplier who may be approved by the OWNER. The Contractor / Nominated Sub-Contractor shall do the needful that may be required to make its several parts come together properly and fit to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings and Specifications for the project.

The Contractor / Nominated Sub-Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other Contractor save with the consent of the Owner.

10. Site Visit:

Visit: Before tendering, the Contractors shall have visited and examined the site the place of work and satisfied himself as to the communication facilities and correct dimensions of the work and facilities for obtaining any special article called for in the Contract Document and shall have obtained generally his own information on all matters affecting execution of the work(s) The site of work may be inspected by the TENDERER or his representative at his own cost, with prior intimation to TICEL Bio Park Ltd for proper assessment of the prospective assignment.

a) The Tenderer shall inspect the site and obtain required details for proper execution of work successfully within the specified time limit. The responsibility for obtaining all such data / details rests with the Tenderer and no claim to extra at a later date will be entertained by Owner due to the failure of the **Tenderer to make sufficient investigation prior to tender.**

b) No extra charges made in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description, will be allowed. Should the Contractor after visiting the place of work, find any discrepancies, omissions, ambiguities or conflict in or among the Contract Document, or be in doubt as to their meaning, he shall bring the question to the Owner attention, not later than pre bid meeting.

11. Possession:

The Owner shall give possession of all parts of the Site to the TENDERER. If possession of a part is not given by the date stated in the Contract documents the Owner is deemed to have delayed the start of the relevant activities and this will bear Compensation Event.

The TENDERER shall be allowed admittance to the site on the 'Date of Commencement' stated in the appendix and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the 'Date of Completion' stated in the appendix subject nevertheless to the provision for extension of time hereinafter contained in the contract documents elsewhere of these conditions. The TICEL(Owner) or its Representative may issue instructions in regard to the postponement of any work to be executed under the provisions of this Contract.

12. Sample and Shop Drawing:

After the award of the Contract, the Contractor shall furnish for the approval of the OWNER, with promptness as to cause no delay in his work or in that of any other sub-contract, Samples and shop drawings required by the specifications or by the OWNER. Samples shall be delivered as directed by the Owner.

A schedule giving dates for the submission of samples shall be included in the schedule. Unless specifically authorized all samples must be submitted for approval within fifteen days of signing the Contract and not less than thirty days before the date the particular work involved is scheduled to begin.

The OWNER shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Document. The work shall be on accordance with the approved samples.

13. Equipment:

The TENDERER shall indicate, as part of his tender submittal, a tool, Equipment's & machinery deployment schedule, considered for the work. The TENDERER shall ensure the availability of the said tools, Equipment's & machineries as per this schedule. Non - compliance to this schedule, on the part of the TENDERER, shall warrant the project manager to initiate punitive action as deemed fit in his opinion & shall be binding on the TENDERER. The TENDERER shall provide and install all necessary cranes, hoists, ladders, scaffolding, tools, etc., all transport for labor, materials and plant necessary for the proper execution and completion of the work to the satisfaction of the TICEL (Owner) or its Representative / TICEL (Owner) or its Representative.

14. Program/Milestone:

The Contractor shall prepare a detailed program chart in the form of PERT CHART, for the whole work, within a week of the Award of Contract. The charts shall indicate the expected date of commencement and completion of each of the items/stage of work and shall be in a form approved by the OWNER. The chart shall also indicate the scheduling of samples, Shop Drawing and approval.

Any modifications required in the opinion of TICEL or its Representative, in the program so submitted, shall be duly incorporated by the TENDERER, which shall form the basis to track the project.

Project Schedule with stage wise milestone is mentioned elsewhere in the tender document.

15. Methodology

The tenderer shall indicate methodologies considered for execution of work (which have been costed for), as part of the tender submittal. If, however upon award, the project manager is of the opinion, that the earlier suggested & agreed methodology is inadequate to meet agreed time lines & quality standards, he shall suggest alternates to this methodology, for due acceptance & execution by the TENDERER. In the event of such suggestion in change of methodology by TICEL (Owner) or its Representative, the TENDERER shall not be eligible for any extra claims what so ever.

During the course of this contract, if TICEL (Owner) or its Representative in his reasonable opinion (to make good delays if any, on the part of the TENDERER), is of the view, that plant & equipment, indicated & deployed as per the TENDERERs submittal, needs to be augmented & plant equipment not considered earlier, needs to be deployed, then the TICEL (Owner) or its Representative 's / TICEL (Owner) or its Representative 's decision on calling for extra plant & machineries shall be binding on the TENDERER, at no extra cost to the Owner.

16. Progress Chart

The Contractor / Nominated Sub-Contractor shall prepare programme charts in the form of PERT CHART and submit the same for approval of the OWNER and for his record within a week of the Award of the Contract. The charts shall indicate the expected date of commencement and completion of each of the items / stage of the work and shall be in a form approved by the Owner. The chart shall also indicate the scheduling of samples, Shop Drawings and approvals.

17. Progress Report:

The TENDERER shall submit progress report every week which shall indicate but not to be limited to the following:

- a. Bottleneck if any and action proposed
- b. Actual v/s planned progress in percent
- c. Activities completed in the reporting period
- d. On-going current activities
- e. Critical activities to be undertaken and completed in current month
- f. 2 weeks & 4 weeks look ahead
- g. Slippages and action proposed
- h. Material procurement plan – indicating current stocks

In the event of overall slippage exceeding permissible limit as decided by the TICEL or its Representative, the TENDERER shall submit a report for the slippages and shall revise their planning schedule. The TENDERER shall submit a report explaining course of action to be taken to overcome such slippage in future and steps taken to meet revised target dates.

18. Access for OWNER to the Work:

The OWNER and his/their authorized representative shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor who where work is being prepared for the Contract and when work is to be so prepared in workshops or other places of Sub- Contractor the contractor shall have terms in the Sub-contract so as to secure a similar right of access to those workshops or places for the OWNER and his representatives and shall do all things reasonably necessary to make such right effective.

19. Decision:

TICEL shall within a reasonable time make decision on all claims of the Contractor and all other matter relating to the execution and progress of the work or the interpretation of the Contract Document.

TICEL may in his absolute discretion and from time-to-time issue further Drawing, Detail and/or written instructions written directions and written explanations in regard to:

- A. Variation or modification of the design
- B. The quality or quantity work or the addition or omission or substitution of any work.
- C. Any discrepancy in or divergence between the Drawing and/or Specification
- D. The removal and/or re-execution of any work executed by the contractor.
- E. The dismissal from the works of any persons employed thereon.
- F. The opening up for inspection of any work covered up.
- G. The amending and making good of any defects under Defect Liability Period.
- H. The removal from the site of any material brought thereon by the contractor and the substitution of any other material therefor.
- I. Assignment and giving on sun-contract
- J. Delay and extension of time.
- K. The postponement of any work to be executed under the provision of this contract.

Dismissal:

The Contractor shall on the request of OWNER immediately dismiss from the work any person employed thereon by him who may in the opinion of the OWNER be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the OWNER.

If in the opinion of the TICEL (Owner) or its Representative, any personnel of the TENDERER, lacks caliber or technical competency in delivering work, on the agreed time lines & quality standards, or repeatedly violates safety guidelines, he shall be immediately upon instructions from the TICEL (Owner) or its Representative, be dismissed from the site & shall not be re-deployed in future, in any other capacity.

20. Clerk of Works or Engineer-in-charge

The term "Clerk of Works or Engineer-in-charge" shall mean the person approved by the Owner and appointed and paid by the OWNER and acting under the orders of the Owner to inspect the works. The Contractor / Nominated Sub-Contractor shall afford the Clerk of Works or Engineer- in-Charge every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. Neither the Clerk of Works or Engineer- in-Charge nor any representative of the Owner shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any day work, additions, alterations, deviations or omissions, or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Owner.

The Clerk of Works or Engineer-in-Charge or any representative of the Owner, shall have power to give notice to the Contractor or to his representative of non- approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner, is obtained. The works will from time to time be examined by the Owner, the Clerk of Works or the Owner's representative but such examination shall not in any way exonerate the Contractor / Nominated Sub- Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor / Nominated Sub-Contractor shall take instructions only from the Owner.

21. Contractors Field Organization & Equipment and Engineer:

The TENDERER shall constantly keep on his work during its progress one or more qualified and competent (as opined by TICEL (Owner) or its Representative) Engineers who will be responsible for the carrying out of the work to the true meaning of the Drawings, Specifications and Bill of Quantities, TICEL (Owner) or its Representative's instructions and directions to the satisfaction of the TICEL (Owner) or its Representative. Any directions or instructions given to him by TICEL (Owner) or its Representative shall be deemed to have been issued to the TENDERER. Attention is called to the importance of requesting instructions from the TICEL (Owner) or its Representative before undertaking any work where TICEL (Owner) or its Representative directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed.

Arrangement of Execution of Work:

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

House Keeping:

The Contractor shall be required to maintain the site and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken once on daily basis. Dedicated Housekeeping to be deployed and work area to be neat and clean on daily basis.

Special Conditions:

1. Installation of Nets to Prevent Construction Dust

The Contractor shall install durable dust control nets around the perimeter of the working site. The nets shall have a mesh size that effectively prevents the spread of dust while allowing sufficient air circulation. Nets shall be as per standards prescribed in IS 875 (Part 3) or relevant codes.

2. Scaffolding

All scaffolding shall be designed and erected to withstand wind loads as per IS 875 (Part 3). The Contractor shall use robust anchoring systems and bracing techniques to ensure stability. The scaffolding material shall be corrosion-resistant and capable of handling high wind velocities without deformation or collapse. Temporary windbreak panels shall be installed where necessary to reduce wind impact.

3. Installation of Warning Boards and Safety Signages

Appropriate warning boards shall be displayed at all access points, high-risk zones, and scaffolding areas to alert workers and visitors about Construction activity. The signages shall be weatherproof, reflective, and written in multiple languages if required.

4. Site Office:

The Contractor shall establish a site office at their own cost for project coordination and supervision.

TICEL Bio Park Ltd. will allocate the site area and provide water and electricity connections. All other requirements, temporary pipelines, electrical lines including internal arrangements, equipment, maintenance, and amenities for both offices, shall be arranged by the Contractor.

5. Contractor shall submit 3 copies of As-built drawings, Operation & Maintenance manuals and Equipment datasheets and warranties.

22. Safety**a) Safety Code and Safety Rules:**

There shall be maintained in readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.

Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

The excavation material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

Every opening in the floor of this building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

Those engaged in welding work should be provided with welder's protective eye shield and gloves. All person at site shall wear shoes and protective safety helmets approved for construction site.

No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

Overall, shall be supplied by the Contractor to the painter and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

Hoisting machines and tackle used in the work, including their attachments, anchorage and support shall be in perfect condition.

The ropes used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from defects.

b) Safety rules to be followed by the Contractor during execution of work:

All the staffs and labors working at site shall wear helmets and PPE's.

All electrical equipment used by the Contractor will have double earthing and to be connected through an ELCB.

No temporary electrical connections with loose wire will be permitted. For all electrical connections, only cables to be used. Cables joints are not permitted and male female sockets to be used for all the temporary cables and plugs tops will be used and all wiring/cablings clamped.

Electrical hand tools like drilling machines will be of 220 volts type. Temporary Power to be taken by using portable temporary DB with proper earthing provisions. ELCB's shall be used in the DB wherever power and electrical connections are taken by the Contractor.

Fire Fighting portable extinguishers will be used and located at appropriate locations. All staff working at heights shall use safety belts, helmets and standard platforms with 42" height railing.

All the staff working shall as far as possibly wear shoes. All electricians should have wiremen's license.

Standard ladder & scaffoldings should be used; non-standard & scaffoldings ladders will not be permitted. Tagging system to be followed at site from the commencement of work execution.

Inflammable/explosive materials like petrol, diesel, kerosene, wax, etc. will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided.

Contractor will keep a well-furnished FIRST AID box with easy accessibility. Respiratory protective equipment should be available with contractor.

Personal protecting equipment like Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Safety Shoes etc. should be used and available in Contractor stores.

Use of asbestos in any form is to be prevented and All scaffolding will be of steel and double stage.

If correct manual handling is not used, it can result in back injuries. Therefore, all workers should be trained in safe manual handling. Special objects require special handling.

Certified and Experienced Safety Engineers to be deployed based on the act.

Contractor to ensure that all equipment tools, brought on to the premises will be in safe conditions have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.

Contractor to ensure that whilst on site premises, they will comply with all health and safety legislation as required by the OWNER.

All the platforms, scaffolding and catwalks should have railings of 1 m. height and 100mm toe board. All the catwalks should be minimum 450 mm wide and have grill type. All ladders should have handrails.

c) Hand Book on Health and Safety at Work:

The Contractor to do work in the project shall follow and ensure that the guidelines given in the handbook on health and safety at work appended (Section - 15) herewith during the execution of work.

23. Payment to local bodies:

All payments to local bodies towards ESI, PF, Insurance etc. and for adhering to Contract Labor Laws shall be borne by the TENDERER within the quoted rates.

The Contractor is responsible for the above statutory payments for the entire contract period. The Contractor shall produce evidence of payments to TICEL as per its directions with Invoices. The Contractor shall indemnify the OWNER against any claim due to the above.

24. Statutory obligations, notices, fees and charges

The successful Tenderer shall ensure that all works under this Contract are carried out strictly in accordance with the approved drawings, technical specifications, and the defined scope of work. No deviation in design, materials, methods, or execution shall be permitted without prior written approval from the Owner. Any unauthorized deviation shall be treated as a breach of contract and may invite necessary action as per the contractual provisions.

The Tenderer shall be solely responsible for obtaining all required statutory approvals, clearances, and permissions from relevant authorities necessary for the execution of the work. This includes permissions from appropriate government departments, local municipal bodies, utility service providers, and any other public or regulatory authority having jurisdiction over the site. All works shall be carried out in full compliance with applicable laws, rules, regulations, by-laws, notifications, and directions issued by competent authorities from time to time. The Tenderer shall ensure the issuance of all necessary notices and shall undertake all actions required to fulfil these compliance obligations.

In the event that any variation from the approved drawings or contract documentation is necessitated as a result of complying with legal or regulatory requirements, the Tenderer shall notify the Owner in writing within ten days, stating the reason for such variation. If the Tenderer does not receive any further instruction

within the specified period, the work shall proceed in compliance with the said legal requirements, and such variation shall be treated as if it were instructed by the Owner.

All costs, fees, charges, and incidental expenses incurred in obtaining the necessary regulatory approvals and permissions shall be deemed to have been included in the Contractor's quoted price. No additional claims on these grounds shall be entertained by the Owner at any stage of the project. Furthermore, delays in obtaining approvals or clearances from statutory or local authorities shall not constitute a valid ground for time extension or increase in contract value.

The Contractor shall be responsible for payment of and shall indemnify the Owner against any lawful fees, taxes, duties, rates, charges, or levies arising under the applicable laws and regulations in connection with the execution of the works under this contract.

During the execution of works, two site inspections shall be conducted by the designated structural consultant from IIT for the **purpose of obtaining the Structural Integrity Certificate.**

Based on the observations and recommendations provided by IIT, the Project Management Consultant (PMC) shall review and vet the suggested modifications, if any. The Contractor shall coordinate closely with the PMC and the Client to incorporate the final approved modifications into the design and execution plan. Any required revisions arising from this process shall be implemented by the Contractor without delay.

25. Royalties and patent rights

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

26. Licenses and Permits for Materials under Government control:

Licenses and Permits for all materials under Government control shall be obtained by the Contractor through the collaboration and help of the OWNER, the Contractor shall include in his tender all transport charges and other expenses like transit insurance etc. likely to be incurred to bring the materials/ equipment's to the Site in good and sound condition.

27. Assignment or giving on 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 give on sub-contract any portion of the work.

28. Sub-Contractor:

a) Any other specialized work identified by the OWNER during the execution of work that may arise may be got executed by other agency(s) engaged by the Contractor as Sub-Contractor(s) on approval of the OWNER after adopting the procedures given below.

b) The OWNER will have the right to call for additional information as may be required to assess the capability of Sub-Contractors or even to inspect their previous work for fully satisfying themselves on the performance of the Sub-Contractors. The Owner, thereafter will convey their approval to the Contractor for selection of Sub-Contractor, minimum being one number per trade or in the event of a special need for engaging more than one such specialist, up to a maximum of three in each trade. The Contractor shall engage only such approved Sub-Contractor. If Owner is not satisfied with the capacity and experience of the Sub-Contractor proposed by the Contractor, the Owner shall have the right to nominate an agency of their choice whom the Contractor shall be bound to engage forthwith. The decision of the Owner in identifying and selection of Sub-Contractor shall be final and binding of the Contractor. If during execution, the performance of any such Sub-Contractor is found to be unsatisfactory, the Owner shall reserve the right to order termination of such Sub-Contractor and nominate alternative agency to continue the work. The Contractor shall comply with such instructions promptly and effectively.

c) All the terms and conditions under this Contract shall be equally enforceable on the Sub-Contractor for the trade and accordingly the Contractor shall have a tie up with each of the Sub-Contractors.

The Contractor and Sub-Contractor shall further be governed as under:

- a) That the Contractor shall get the sub-contract work carried out and completed in every respect to the reasonable satisfaction of the Owner and in conformity with all the reasonable directions and requirements of the Owner.
- b) That the Sub-Contractor shall observe, perform and comply with all the provisions of this contract of the Contractor to be observed, performed and complied with so far as they relate and apply to the sub-contract work or to any portion of the same.
- c) That the Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such Sub-Contractor, his servants or agents or any misuse by him or them of any part of the building and services and shall insure himself against any such claims and produce the policy, and policies and premium and premium receipts as and when required by the Contractor.
- d) That Sub-Contractor shall indemnify the Contractor against the same liabilities in respect of the Sub-Contractor work as those for which the TENDERER is liable to indemnify the Owner under this Contract and the Owner will not be liable for any claims made by the Sub-Contractors against the Contractor.
- e) That Payments in respect of any work, materials or goods comprised in the Sub Contract shall be made within a reasonable period of time by the Contractor.
- f) That the Owner and his representative shall have right of access to the workshops and other places of the nominated Sub-Contractor as mentioned in mention in the Tender conditions.
- g) That the Sub-Contract work shall be completed within the period or (where they are to be completed in sections) periods therein specified, that the Contractor shall not without the written consent of the Owner grant any extension of time for the completion of Sub-Contract work or any section thereof, and that the Contractor shall inform the Owner of any representations made by the nominated Sub- Contractor as to the cause of any delays in the progress of completion of the Sub- Contract work of any section thereof.
- h) Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Owner in any way liable to any Sub- Contractors.
- i) The Contractor shall make general attendance upon Sub-Contractors including free use of plant scaffolding and shall allow them the use of water, electricity and other facilities and to allow them the use of sanitary conveniences, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.

29. Separate contracts:

The OWNER reserves the right to let other Contracts in connection with the work under similar general conditions if necessary.

30. Variations:

The OWNER may issue instructions requiring a variation and sanction in writing any variation made by the contractor otherwise than pursuant to an instruction of the OWNER. No variation required by the OWNER or subsequently sanctioned by him shall vitiate this contract.

The term "Variation" as used in these conditions shall mean any additional services not within the scope of service required to be performed during the currency of the contract. The Owner may issue instructions requiring a variation and sanction, in writing any variation made by the TENDERER. No such variation required by the Owner or subsequently sanctioned by him shall in any way vitiate this contract.

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

31. Certificate and payments

At the period of interim Certificate named in the appendix to these conditions the Owner shall issue a certificate stating the amount due to the Contractor/ Nominated Sub-Contractor from the OWNER, and the Contractor / Nominated Sub- Contractor be entitled to payment therefor within the period for honoring certificates named in the appendix to these conditions. Interim valuations shall be made whenever the Owner considers them to be necessary for the purpose of ascertaining the amount to be stated as due in an Interim Certificate.

The amount stated as due in an Interim Certificate shall subject to any agreement between the parties as to stage payments, be the total value of the work properly executed and of the materials and goods delivered to or adjacent to the work for use thereon up to and including a date not more than seven days before the date of the said Certificate less any amount which may be retained by the OWNER (as provided in this clause of this condition) and less any installments previously paid under this Condition, provided that such certificate shall only include the value of the said materials and goods as and from such time as they are reasonably, periphery and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The OWNER may retain the percentage of the total value of the work, materials and goods referred to in this clause of this condition which is named in the appendix to these conditions as retention percentage. Provided always that when the sum of the amounts so retained equals the amount named in the said appendix as limit of retention fund of these conditions, as the case may be, no further amounts shall be retained by virtue of this clause.

The amounts retained by virtue of this Clause of this Condition shall be subject to the following rules: -

The OWNER 's interest in any amounts so retained shall be fiduciary as trustee for the Contractor / Nominated Sub-Contractor (but without obligation to invest), and the Contractor's / Nominated Sub-Contractor's beneficial interest therein shall be subject only to the right of the OWNER to have recourse thereto from time to time for payment of any amount which he is entitled under the provisions of this Contract to deduct from any sum due or to become due to the Contractor / Nominated Sub-Contractor.

The measurement and valuation of the work shall be completed within the period of final measurement and valuation stated in the appendix to these Conditions, and the Contractor / Nominated Sub-Contractor shall be supplied with a copy of the priced bills of variation not later than the end of the said period and before the issue of the Final Certificate under the Clause of this Condition.

Either before or within a reasonable time after Completion of the work the Contractor / Nominated Sub-Contractor shall send to the Owner all documents necessary for the purpose of the computations required by these conditions including all documents relating to the accounts of Sub-Contractors.

In the settlement of accounts the amounts paid or payable under the appropriate contracts by the Contractor / Nominated Sub-Contractor to Sub-Contractors the amounts paid or payable under these conditions in respect of fees the amounts paid or payable in respect of any insurance maintained, the Tender Sum (or such other sum as is appropriate in accordance with the terms of the tender) for any work for which a tender made under these conditions is accepted and the value of any work executed by the Contractor / Nominated Sub- Contractor for which a provisional sum mentioned in the Contract Bills or arising under Owner's instructions issued under these conditions as the case may be, and the balance, after allowing in all cases prorate for the Contractor's / Nominated Sub-Contractor profit at the rates shown in the Contract Bills, shall be added to or deducted from the Contract Sum. Provided that no deduction shall be made in respect of any damages paid or allowed to the Contractor / Nominated Sub-Contractor by any Sub- Contractor.

So soon as is practicable but before the expiration of the period the length of which is stated in the appendix to these conditions from the end of the Defects Liability Period also stated in the said appendix or from completion of making good defects of these conditions or from receipt by the Owner of the Documents referred to in this Clause of this Condition, whichever is the latest, the Owner shall issue the Final Certificate. The Final Certificate shall state:

The sum of the amount paid to the Contractor / Nominated Sub-Contractor under Interim Certificate and the amount named in the said appendix as limit of Retention Fund.

The Contract Sum adjusted as necessary in accordance with the terms of these conditions, and the difference (if any) between the two sums shall be expressed in the said Certificate as a balance due to the Contractor / Nominated Sub- Contractor from the OWNER or to the OWNER from the Contractor / Nominated-Sub Contractor as the case may be and subject to any deductions authorized by these conditions, the said balance shall as from the fourteenth day after the issue of the said Certificate be a debt payable as the case may be by the OWNER to the Contractor / Nominated Sub-Contractor or by the Contractor / Nominated Sub- Contractor to the OWNER.

The said certificate shall be conclusive evidence in any proceedings arising out of this Contract that the works have been properly carried out and completed in accordance with the terms of this Contract and that any necessary effect has been given to all the terms of this Contract and that any necessary effect has been given to all the terms of this contract which require an adjustment to be made to the Contract sum, except and in so far as any sum mentioned in the said certificate is erroneous by reason of :-

Fraud dishonesty or fraudulent concealment relating to the works, or any part thereof, or to any matter dealt with in the said Certificate: or any defect (including any omission) in the works, or any part thereof which reasonable inspection or examination at any reasonable time during the carrying out of the works or before the issue of the said certificate could not have disclosed: or any accidental inclusion or exclusion of any work, materials, goods or figure in any computation or any arithmetical error in any computation.

Save as aforesaid no Certificate of the Owner shall of itself be conclusive evidence that any works materials or goods to which is relates are in accordance with this Contract.

32. Claim for Extra

When any instruction or decision given at site involves extra work or where the Contractor / Nominated Sub-Contractor may plan to claim an extra, it shall be the responsibility of the Contractor / Nominated Sub-Contractor to inform the Owner of the extra amount and get written authorization from the Owner and or the OWNER before proceeding with the work involved.

Any modification carried out for expediting or simplifying work at the request of the Contractor / Nominated Sub-Contractor or his representatives shall not be taken as the basis for claiming an extra. However, if such modification shall also involve an extra, the rate for such modification shall be settled in advance as per procedure above and written authorization obtained by the Contractor / Nominated Sub-Contractor from the Owner before proceeding with the work involved. If non such information is given by the Contractor / Nominated Sub-Contractor in writing to the Owner such modification shall not be accepted as the basis for extra charge.

33. Deduction for uncorrected work:

If the OWNER 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 arose due to non-completion of the work in time shall be deducted from the payment of TENDERER.

34. 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.

35. Unfixed Goods and Materials

Unfixed materials and goods intended for, delivered to and placed on or adjacent to the work shall not be removed except for use upon the work unless the TICEL(Owner) or its Representative has consented in writing to such removal which consent shall not be unreasonably withheld. Where the value of any such materials or goods has in accordance with these conditions been included in any Interim Certificate under the Contract for which the TENDERER has received payment, the title (but not the risk and possession) of or to such materials and goods shall pass to the Owner, the TENDERER shall remain responsible for loss or damage to the same.

36. Materials and Workmanship:

All materials and workmanship shall be as per the relevant code of I.S.I or BIS or relevant Specification and of approved type and the Contractor shall immediately remove from the work any material and/or workmanship which in the opinion of the OWNER are defective or unsuitable and shall substitute proper materials and/or workmanship at his own cost. The term approval used in connection with this contract shall mean the approval of the Owner.

The Contract shall if required submit satisfactory as to the kind and quality of material.

Where special makes or brands are called for, they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the Owner. Unless substitutions are requested no deviation from the Specification will be permitted.

The TENDERER shall indicate the submit evidence in writing of those materials or articles called for in the Specifications that are not obtainable for installation in the work within the reasonable Time Limits of the performance of the job.

All materials shall be delivered so as to ensure a speedy and timely performance of the job. Such material shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause whatsoever.

Within 15 (Fifteen) days after signing the Contract, the Contractor shall submit for approval of the Owner a complete list of all material he proposes to use in the work of definite brand or make which differ in any respects from those specified; also, the particular brand of any article where more than one is specified as a standard. He shall also list items not specifically mentioned in the Specifications but which are reasonably inferred and necessary for the completion of the work.

37. Inspection

All materials and workmanship shall be subject to inspection, examination, and test by the OWNER at any and all times during manufacture and/or construction. The Owner 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 therefore and the Contractor shall promptly segregate and remove the rejected material from the site. If the TENDERER fails to proceed at once with the replacement or rejected materials and /or the correction of defective workmanship, the Owner may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate after giving reasonable notice the right of the Contractor to proceed further with the work.

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

38. Defects:

The Contractor shall make good at his own cost and to the satisfaction of the Owner, all defects, shrinkages or small faults, arising in the opinion of the Owner from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the instruction of the Owner, which may appear within "Defects Liability Period" referred to in the appendix.

Such defects, faults shall upon directions in writing of the Owner / TICEL(OWNER) OR ITS REPRESENTATIVES, and within such reasonable time as shall be specified therein be amended and made good by the TENDERER, at his own cost unless the Owner shall decide that he ought to be paid for such amending and making good and in case of default the Owner may employ and pay other agency to amend and make good such defects, faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by the Owner, upon the Owner's

certificate together with any expenses the OWNER may have incurred in connection therewith.

39. Possession, completion and postponement:

On the date for commencement stated in the appendix to these condition possessions of the premises and buildings shall be given to the Contractor who shall thereupon begin the work regularly and, diligently proceed with the same, and who shall complete the same on or before the date of completion stated in the said appendix subject nevertheless to the provisions for extension of time contained in these conditions. The OWNER shall issue instructions in regard to the commencement of any work to be executed under the provisions of this Contract.

40. Extension

Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor / Nominated Sub-Contractor shall forthwith give written notice of the cause of the delay to the Owner, and if in the opinion of the Owner, the completion of the Work is likely to be or has been delayed beyond the date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause.

By force majeure Or by reason of any exceptionally inclement weather or by reason of loss or damage occasioned by any one or more of the contingencies referred. Or by reason of civil commotion, local combination of workmen strikes or lockout affecting any of the trades employed upon the works or any of the traders engaged in the preparation, manufacture of transportation of any of the goods or materials required for the work. Or by reason of Owner's instructions issued under these Conditions. Or by reason of the Contractor / Nominated Sub-Contractor not having received in due time necessary instructions, drawings details or levels from the Owner for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same. Or by delay on the part of Sub- Contractors which the Contractor has taken all practicable steps to avoid or reduce. Or by delay on the part of artists, tradesmen or others engaged by the OWNER in executing work not forming part of this Contract (OR)

By reason of the opening up for inspection of any work covered up or of the testing of any of the work, materials or goods in accordance with these conditions (including making good in consequence of such opening up or testing) unless the inspection of test showed that the work materials or goods were not in accordance with this Contract. Or by reason of the Contractor's / Nominated Sub-Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour, goods or materials as are essential to the proper carrying out of the works.

Then the Owner shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor / Nominated Sub-Contractor shall use constantly his best endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner to proceed with the work. No escalation/price variation will be provided to the Contractor / Nominated Sub-Contractor on account of such delay, including those arising due to reasons beyond their control or due to statutory approvals, unless otherwise specifically agreed upon in writing by the Owner.

41. Damages for non-completion

If the Contractor / Nominated Sub-Contractor fails to complete the works within the specified period or within any extended time fixed under these conditions and the OWNER certifies in writing that in his opinion the same ought reasonably so to have been completed, the Contractor / Nominated Sub- Contractor shall pay or allow to the OWNER a sum calculated at the rate stated in the appendix as agreed Liquidated Damages (not as Penalty) for the period during which the said work shall so remain or have remained incomplete, the OWNER may deduct such damages from any monies otherwise payable to the Contractor / Nominated Sub-Contractor under this Contract. The amount of levy of liquidated damages (not as penalty) shall however be to the credit of TICEL Bio Park Ltd through the Main Contractor.

The tenderers are required to submit with the tender a preliminary Bar Chart / Pert Chart showing activities with corresponding resource allocation and time planned for various activities to achieve a coordinated completion as per the specified completion period taking into account all local weather, site and other prevailing conditions. The progress of work will be constantly monitored by the OWNER. Time is the essence of the contract and the project is time bound.

On award of work the successful tenderer shall, in consultation with the OWNER produce a detailed and final Bar Chart / Pert Chart, indicating physical progress of work on a weekly basis. Upon acceptance of the Bar Chart / Pert Chart by the OWNER the successful tenderer shall strive and maintain the planned progress most diligently.

If on the expiry of agreed contract period, the work remains incomplete, a liquidated damage will be imposed on the Contractor as stipulated in the first part of this condition.

42. Loss and expense caused by disturbance of regular progress of the works

If upon written application being made to him by the Contractor / Nominated Sub-Contractor the Owner is of the opinion that the Contractor / Nominated Sub-Contractor has been involved in direct loss and / or expense for which he would not be reimbursed by a payment made under any other provisions in this Contract by reason of the regular progress of the works or of any part thereof having been materially affected by:

The Contractor / Nominated Sub-Contractor not having received in due time necessary instructions, Drawings details or Levels from the Owner for which he specifically applied in writing on a date which having regard to the date for completion stated in the appendix to these conditions was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same (OR)

The opening up for inspection of any work covered up or the testing of any work material or goods in accordance with these conditions (including making good in consequence of such opening up or testing), unless the inspection or test showed that the work materials or goods were not in accordance with this Contract; or Any discrepancy or divergence between the Contract Drawings and / or the Contract Bills; or Delay on the part of the Artists Tradesmen or others engaged by the OWNER in executing work not forming part of this Contract; or Owner's instructions issued

in regard to the postponement of any work to be executed under the provisions of this Contract; and if the written application is made within a reasonable time of it becoming apparent that the progress of the work or of any part thereof has been affected as aforesaid:

Then the Owner shall ascertain the reasonableness and if so admissible, the amount of such loss and / or expense. Any amount from time to time so ascertained shall be added to the amount which would otherwise be stated as due in such certificate.

The provisions of this condition are without prejudice to any other rights and remedies which the Contractor / Nominated Sub-Contractor may possess.

43. Payments withheld

The Owner may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the OWNER from loss on account of:

- i. Defective work not remedied.
- ii. Failure of the Contractor / Nominated Sub-Contractor to make payments properly to Sub-Contractor or for materials or labour.
- iii. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- iv. Damage to another Contractor or sub-Contractor.
- v. Claims filed on reasonable evidence indicating probable filing of claims.
- vi. When the above grounds are removed payment shall be made for amounts withheld because of them.

44. Insurance

All insurance policies required by the TENDERERs shall be arranged & paid for by themselves. These policies shall be deposited with the Owner. The policies shall be in the joint names of the Owner and TENDERER. The Value of the TENDERER'S ALL RISK POLICY shall be that of the total value of work including O&M. The owner shall mention this overall amount to the TENDERER upon award of work to the TENDERER.

- a) The TENDERER will be responsible for the premium in connection with extending the period(s) of insurance covers in the event that the TENDERER fails to complete the work within the stipulated time.
- b) The TENDERER shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the TENDERER or any of their employees.
- c) The liability under this clause shall cover also, inter alia, any damage to structures, whether immediately adjacent to the work or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and work forming the subject matter of this Contract. The TENDERER shall also be responsible for any damage caused to the buildings and other structures and work forming the subject matter of this Contract due to rain, wind, frost or other inclemency of weather.

d) The TENDERER shall indemnify and keep indemnified the Owner and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim.

e) The TENDERER shall, at his own expense, effect the insurance before commencing work with an insurance company as approved by the owner in the joint names of Owner and tenderer (name of the owner placed first in the policy) and maintain the same up to the issue of the actual completion certificate under this Contract.

f) The TENDERER shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties including neighboring buildings etc.

g) The Owner shall also be protected against all claims in respect of damages to third parties including the Owner's staff, visitors, neighbors and other passers- by which may be made against the Owner by any person in respect of anything which may arise in respect of the work or in consequence thereof or due to accidents on account of the incidental risks which may occur during the execution of work and the TENDERER shall, at his own expense, effect and maintain, until the actual completion of the Contract, with an Insurance Company approved by the Owner a policy of Insurance in the joint names of the Owner and the TENDERER (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the work. **The minimum limit of the coverage under the Policy shall be Rs. 5.00 lakhs (Rupees Five Lakhs Only) for every** accident or occurrence, there being no limit on the number of such occurrences. The same shall have currency through the period of completion of all work as certified by the TICEL(Owner) or its Representatives.

h) The TENDERER shall also indemnify the Owner against all claims made upon the Owner, whether under the **Workmen's Compensation Act** or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the TENDERER or of any Sub-Contractor and shall at his own expense effect and maintain until the actual completion of the Contract, with an insurance company, approved by the Owner, a Policy of Insurance against such risks and deposit such policy or policies with the Owner from time to time during the currency of this Contract.

i) **Transit Insurance:** In respect of all items to be transported by the TENDERER to the site of work, the cost of transit insurance shall be borne by the TENDERER and the quoted price shall be inclusive of such cost.

j) All claim amounts against the policy shall be payable to the Owner and not to the TENDERER. The TENDERER shall keep the policy renewed from time to time until the Certificate of Completion is issued by the Owner. If at any time the policy so obtained and kept with the Owner expires, it shall be lawful for the Owner to stop further payments until the duly renewed policy is lodged with the Owner.

k) The TENDERER shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused.

l) The TENDERER shall also indemnify and keep indemnified the Owner against all and any cost, charges or expenses arising out of any claim or proceeding relating to the work and also in respect of any award of damages or compensation arising there from.

- m) Without prejudice to the other rights of the Owner against TENDERER in respect of such default, the Owner shall be entitled to deduct from any sums payable to the TENDERER the amount of any damages, compensation costs, charges and other expenses paid by the Owner and which are otherwise payable by the TENDERER under this clause.
- n) The TENDERER shall, upon settlement by the Insurer of any claim made against the Insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the work destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the TENDERER and for the TENDERER shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
- o) The TENDERER, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as the TICEL(Owner) or its Representative may deem fit, but shall, however, not be entitled to reimbursement by the Owner of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.
- p) Without prejudice to his liability under this clause, the TENDERER shall also cause all Direct Sub-Contractors to effect, for their respective portions of the work, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Owner such policies. The TENDERER shall not
- q) permit a Direct Sub- Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of insurance before commencing the work at the site, the TENDERER shall be responsible for any claim or damage attributable to the said Sub-Contractor.
- r) The TENDERER shall be responsible for the insurance of his plant, tools and equipment.

45. Injury to persons & property of owner:

The TENDERER shall be liable for and shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work, unless such claim arises due to any act or neglect of the Owner or of any person for whom the Owner is responsible.

Except for such loss or damages as is at the risk of the Owner, the TENDERER shall be liable for and shall indemnify the Owner against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property movable or immovable in so far as such injury or damage arises out of or is in the course of or by reason of the carrying out of the work, and provided always that the same is due to any negligence, omission or default of the TENDERER, his servants or agents or of any Sub-Contractor, his servant or agent.

46. Insurance against Injury to Persons and Property

Without Prejudice to his liability to indemnify the Owner under these Conditions mentioned in this document, the TENDERER shall maintain and shall cause any Sub- Contractor to maintain:

Such insurances as are necessary to cover the liability of the TENDERER or as the case may be of such Sub-Contractor, in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the work; and such insurances as may be specifically required by the Contract Documents in respect of injury or damage to property movable or immovable arising out of or in the course of or by reason of the carrying out of the work, and caused by any negligence, omission or default of the TENDERER, his servants or agents or, as the case may be of such Sub-Contractor, his servants or agents.

The TENDERER shall produce or cause any Sub-Contractor to produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required so to do by the TICEL(Owner) or its Representative provided always that as and when may be reasonably required by the TICEL(Owner) or its Representative the production by either the TENDERER or any Sub-Contractor of a current certificate of insurance from the company or firm which shall have issued the policy or policies aforesaid shall be a good discharge of the TENDERER's obligation to produce or to cause the production of the policy or policies and the receipts in respect of premium paid.

The TENDERER shall maintain in the joint names of the Owner and TENDERER for such insurances as may be required in respect of any expense, liability, loss, claim or proceedings which the Owner may incur or sustain by reason of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the work, and caused otherwise than by the negligence, omission or default of the TENDERER, his servants or agents or any Sub-Contractor, his servants or agents.

Any such insurance as is referred to in the immediately preceding paragraph shall be placed with insurers to be approved by the TICEL(Owner) or its Representative and the TENDERER shall have to deposit the policy or policies and the receipts in respect of premiums paid for scrutiny by the TICEL(Owner) or its Representative.

Should the TENDERER or any Sub-Contractor make default in insuring or in continuing to insure as provided in this clause of these Conditions the Owner may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum equivalent to the amount paid in respect of premiums from any monies due to or to become due to the TENDERER.

47. Insurance of the Work against Fire Etc.

a) The TENDERER shall in the joint names of the Owner and themselves insure against loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects, riot and civil commotion for the full value thereof all work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work, but excluding temporary building plant, tools and equipment owned or hired by the TENDERER or any Sub-Contractor and shall keep such work, materials and goods so insured until actual Completion of the work. Such insurances shall be with insurers approved by the TICEL(Owner) or its Representative and the TENDERER shall deposit with the TICEL(Owner) or its Representative, the policy or policies and the receipts in respect of premiums paid and should the TENDERER make default in insuring or continuing to insure as aforesaid the Owner may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the TENDERER.

b) Provided always that if the TENDERER shall independently of his obligations under this Contract maintain a policy of insurance which covers (inter alia) the said work, materials and goods against the aforesaid contingencies to the full value thereof then the maintenance by the TENDERER of such policy shall if the Owner's interest is endorsed thereon, be a discharge of the TENDERER's obligation to insure in the joint names of the Owner and TENDERER and the production by the TENDERER as and when may reasonably be required by TICEL(Owner) or its Representative of a

current certificate of insurance from the company or firm which shall have issued the said policy shall be a discharge of the TENDERER's obligation to deposit with the TICEL(Owner) or its Representative a policy or policies and the receipts in respect of premiums paid.

c) Upon settlement of any claim under the insurances aforesaid the TENDERER with due diligence shall restore work damaged, replace or repair unfixed materials or goods which have been destroyed or damaged, remove or dispose of any debris and proceed with the carrying out and completion of the work. All monies received from such insurances shall be paid to the TENDERER by installments under certificates of the TICEL(Owner) or its Representative issued at the period of interim certificates named in the appendix to these Conditions. The TENDERER shall not be entitled to payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods and the removal and disposal of debris other than the monies received under the said insurances.

d) All work executed and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the work (except temporary buildings, tools and equipment owned or hired by the TENDERER or any Sub-Contractor) shall be at the sole risk of the TENDERER as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped there from, aerial objects,

e) riot and civil commotion. If any loss or damage affecting the work or any part thereof or any such unfixed materials or goods is occasioned by any one or more of the said contingencies, then:

f) The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the TENDERER under or by virtue of this Contract.

The TENDERER with due diligence shall restore work damaged, replace or repair any unfixed materials or goods which have been destroyed or damaged, remove and dispose of any debris and proceed with carrying out and completion of the work. The restoration of work damaged, the replacement and repair of unfixed materials and goods and the removal and disposal of debris shall be deemed to be a variation required by the TICEL(Owner) or its Representative.

The existing structure together with all the contents thereof and the works and all unfixed materials and goods intended for, delivered to and placed on or adjacent to the works (except temporary buildings, plant, tools and equipment's owned or hired by the Contractor or any Sub-Contractor) shall be at the sole risk of the OWNER as regards loss or damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion, and the OWNER shall maintain adequate insurance against that risk if any loss or damage affecting the work or any part thereof or any such unfixed materials or goods is occasioned by any one or more of the said contingencies then:

The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Contractor under or by virtue of this Contract.

(i) If it is just and equitable so to do the employment of the Contractor under this Contract may within 28 days of the occurrence of such loss or damage be determined at the option of either party by notice by registered post or recorded delivery from either party to the other. Within seven days of receiving such notice (but not thereafter) either party may give to the other a written request to concur in the appointment of an Arbitrator under these conditions in order that it may be determined whether such determination will be just and equitable.

(ii) Upon the giving or receiving by the OWNER of such a notice of determination or, where a reference to Arbitration is as aforesaid upon the Arbitrator upholding the notice of determination the provisions of this Clause of these Conditions shall apply.

(iii) If no notice of determination is served as aforesaid or where reference to Arbitration is made as aforesaid, if the Arbitrator decides against the notice of determination, then.

a. The Contractor with due diligence shall reinstate or make good such loss or damage and proceed with the carrying out and completion of the works.

b. The Architect may issue instructions requiring Contractor to remove and dispose of any debris;
and

c. The reinstatement and making good of such loss or damage and (when required) the removal and disposal of debris shall be deemed to be a variation required by the Architect.

48. Termination

The Owner or the TENDERER may terminate the Contract if the other party causes a fundamental breach of the Contract.

48.1 Termination by the Owner

Default

If the TENDERER 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 work before completion thereof, or

If he abandons the Contract, or

If he fails to proceed regularly and diligently with the work, or If he fails to adhere to the agreed program of schedule, or

If he fails to adhere to the terms and conditions of the contract documents, or

If he refuses or persistently neglects to comply with a written notice from TICEL(Owner) or its Representative requiring him to remove and redo / replace at his cost defective work or substandard work or improper materials or goods and by such refusal or neglect the work is materially affected, or

If the progress of any particular item or items is slow, or

If he has failed to execute the work in accordance with the terms and conditions of the Contract, or If he is persistently or flagrantly neglecting to carry out his obligation under the Contract, or

If he fails to take steps to employ competent or additional staff and labor or to deploy additional tools and plants and equipment's as required for scheduled completion of work.

Then TICEL(Owner) or its Representative / Owner may give him a notice by registered post or recorded delivery specifying the default, and if the TENDERER either shall continue such a default for 14 days after receipt of such a notice or does not commence and diligently to remedy such default with 14 days or shall at any time thereafter repeat such a default (whether previously repeated or not) or repudiates the Contract, then the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the TENDERER under this Contract, provided that such notice shall not be given unreasonably or vexatious.

Bankruptcy of TENDERER: -

In the event of the TENDERER Becoming bankrupt or insolvent, or Making a composition or arrangement with or assignment in favor of his creditors, or Agreeing to carry out the Contract under a committee of inspection of 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 TENDERER under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Owner and the TENDERER, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

Corrupt Practice: -

The Owner shall be entitled to terminate the employment of the TENDERER under this Contract

If the TENDERER 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 the Owner, or

For showing or forbearing to show favor or disfavor to any person in relation to this Contract, or any other Contract with the Owner. Or if the like acts shall have been done by any person employed by the TENDERER or acting on his behalf (whether with or without the knowledge of the TENDERER), or if in relation to this Contract or any other Contract with the Owner the TENDERER or any person employed by him 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.

Consequences: -

In the event of the employment of the TENDERER being terminated as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of the Owner and TENDERER.

The Retention money & Performance money shall stand forfeited in favor of the Owner.

The TENDERER shall deliver to TICEL(Owner) or it's Representative all drawings and other documents made by or for the TENDERER in connection with the Work.

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

The TENDERER shall if so, required by the Owner or TICEL(Owner) or its Representative within 14 days of the date of termination assign to the Owner without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any work for the purposes of this Contract but on the terms that a supplier or Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Owner. In any case the Owner may pay any supplier or Sub-Contractor for any materials or goods delivered or Work executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the TENDERER. Payments made

under this paragraph may be deducted from any sum due or to become due to the TENDERER.

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

The TENDERER shall not be released from any of his obligations or liabilities under the Contract prior to the date of termination.

The TENDERER shall allow or pay to the Owner in the manner hereinafter appearing the amount of any direct loss and/or damage caused to the Owner by the termination. Until after completion of the work under this Clause the Owner shall not be bound by any provisions of this Contract to make any further payment to the TENDERER, but upon such completion and the verification within a reasonable time of the accounts thereof TICEL(Owner) or its Representative shall certify the amount of expense properly incurred by the Owner and the amount of any direct loss and/or damage caused to the Owner by the determination and if such amounts when added to the monies paid to the TENDERER 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 the Owner by the TENDERER 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 the Owner to the TENDERER.

48.2 Termination by TENDERER

Without prejudice to any other rights and remedies which the TENDERER may possess, if the Owner does not pay to the TENDERER the amount due on any certificate within the period for honoring Certificates mentioned in these Conditions and continues such default for 15 days after receipt by registered post or recorded delivery of a notice from the TENDERER stating that notice of termination under this condition will be served if payment is not made within 15 days from receipt thereof; Or The Owner interferes with or obstructs the issuance of any certificate due under this Contract; Or The carrying out of the whole or substantially the whole of the uncompleted work is suspended for a continuous period of more than 3 (three) months by reason of:

Force majeure, or Loss or damage occasioned by any one or more of the contingencies referred of these conditions (if applicable) Or Civil commotion or by any injunction or other order of any Court of Law, Or TICEL(Owner) or its Representative's instructions issued of these conditions, Or The TENDERER not having received in due time necessary instructions drawings, details or levels from TICEL(Owner) or its Representative for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Conditions Or Delay on the part of Artists, Tradesmen or others engaged by the Owner in executing work not forming part of this Contract, or The opening up for inspection of any work covered up or of the testing of any of the work materials or goods (including making good in consequence of such opening up or testing) unless the inspection or test showed that the work materials or goods were not in accordance with this Contract.

Then TENDERER may thereupon by notice by registered post or recorded delivery to the Owner and TICEL(Owner) or its Representative forthwith determine the employment of the TENDERER under this Contract; provided to such notice shall not be given unreasonably or vexatious.

Upon such determination, then without prejudice to the accrued rights or remedies of either party or to any liability of the classes mentioned in these conditions which may accrue either before the TENDERER or any Sub- Contractor shall have removed his or their temporary buildings, plant, machinery, appliances, goods or materials or by reason of his or their so removing the same, the respective rights and liabilities of the TENDERER and the Owner shall be as follows that is to say:

The TENDERER shall with all reasonable diligence dispatch in such manner and with such precautions as will prevent injury, death or damage of the classes in respect for which before the date of determination he was liable to indemnify the Owner under these conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub- Contractors to do the same but subject always to the provisions of this clause.

The TENDERER shall deliver to TICEL(Owner) or it's Representative all drawings and other documents made by or for the TENDERER in connection with the Work.

After taking into account amounts previously paid under this Contract the TENDERER shall be paid by the Owner

48.3 The total value of the work completed at the date of termination

The total value of work begun and executed but not completed at the date of termination the value being ascertained mutatis mutandis in accordance with these Conditions.

The cost of materials or goods properly ordered for the work for which the TENDERER shall have paid or of which the TENDERER is legally bound to pay, and on such payment by the Owner materials or goods so paid for shall become the property of the Owner.

The reasonable cost of the removal under this clause.

In addition to all other remedies the TENDERER upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of the Owner until payment of all monies due to the TENDERER from the Owner.

The TENDERER shall not be released from any of his obligations or liabilities under the Contract prior to the date of termination.

49. Co-ordination of work

At the commencement of work, and from time to time, the Contractor shall confer with Sub-Contractors, persons, engaged on separate contracts in connection with the work, and with the Owner for the purpose of Co-ordination and execution of the various phase of the work.

The Contract shall ascertain the Sub-Contractors, persons engaged on separate contracts in connection with the Works, the extent of all chasings, cuttings and forming of all openings, holes, grooves, etc. as may be required to accommodate the various services, the Contractor Nominated Sub-Contractor shall ascertain the routes of all services and the positions of all floor outlets, traps, etc. in connection with the installation of plant and services and arrange for the Construction of work accordingly.

The breaking and cutting of completed work must be avoided.

50. Instructions

The TENDERER shall forthwith comply with and duly execute any work comprised in such instructions issued to them by the Owner/TICEL(Owner) or its Representative in regard to any matter in respect of which the TICEL(Owner) or its Representative is empowered by these conditions to issue instructions provided always that verbal instructions, directions and explanations given to the TENDERER or his work representative by the TICEL(Owner) or its Representative shall if involving a variation be confirmed in writing.

If within seven days after receipt of a written notice from TICEL(Owner) or its Representative, requiring compliance with an instruction the TENDERER does not comply therewith, the Owner may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the TENDERER by the Owner as a debt or may be deducted by him from any monies due or to become due to the TENDERER under this Contract.

All instructions issued by TICEL (Owner) or its Representative shall be in writing. Any instruction issued orally shall be of immediate effect, but shall be confirmed in writing by the TICEL (Owner) or its Representative /Owners Engineer within seven days, and if not dissented from in writing by TICEL (Owner) or its Representative to the TENDERER within seven days from receipt of the TENDERER's confirmation shall take effect as from the expiration of the latter said seven days.

Provided always, that if TICEL (Owner) or its Representative within seven days of giving such an oral instruction shall himself confirm the same in writing, then the TENDERER shall not be obliged to confirm as aforesaid, and the said instruction shall take effect as from the date of the TICEL (Owner) or its Representative 's / Owners Engineer's confirmation and provided always that if neither the TENDERER nor TICEL (Owner) or its Representative shall confirm such an oral instruction in the manner and at the time aforesaid but the TENDERER shall nevertheless comply with the same, then the TICEL (Owner) or its Representative / Owners Engineer may confirm the same in writing at any time prior to the issue of the Final Certificate, and the said instruction shall thereupon be deemed to have taken effect on the date on which it was issued.

51. Labour

The TENDERER shall employ no child labor under 18 years of age on the work. If female labor is engaged the TENDERER shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No laborer shall reside within the compound except authorized guards. Labor act issued by the state/central government from time to time has to be followed scrupulously.

52. Protection of trees and shrubs

Trees and Shrubs designated by the Owner shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

53. Antiquities

All fossils and other objects of interest or value which may be found at the site or in excavating the same during the progress of the work shall become the property of the OWNER. The Contractor / Nominated Sub-Contractor shall carefully take out and preserve all such objects and shall immediately or as soon as conveniently may be after the discovery of such articles deliver the same into the possession of Owner or of the Clerk-of-works uncleaned and as excavated.

If in the opinion of the Owner compliance with the provisions of the preceding Clause has involved the Contractor / Nominated Sub-Contractor in direct loss and / or expense for which he would not be reimbursed by a payment made under any other provision in this Contract then the Owner shall ascertain the amount of such loss and / or expense, any amount from time to time so ascertained shall be added to the Contract sum, and if an Interim Certificate is issued after the date of ascertainment any such amount which would otherwise be stated as due in such certificates.

54. Procedure for Disputes and Arbitration Dispute Resolution:

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

a) The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 of India as amended up to date.

b) The Sole arbitrator, as decided mutually, shall be appointed by the parties. The Parties shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act, 1996 and any amendment thereon.

c) The arbitration hearing and all proceedings in connection therewith shall take place in Chennai and the language of the arbitration shall be English. The arbitration proceeding shall be conducted under the aegis of the Madras High Court Arbitration Centre and the parties shall be governed by the Rules of the Centre.

d) The arbitration award shall be final and binding on the parties and shall be enforceable in any competent court of law, and the parties agree to be bound thereby and to act accordingly. The rights of the Parties shall remain suspended in relation to matters which are being arbitrated. Each party shall bear its own costs for the arbitration and any attorney's fees, unless declared otherwise by the arbitral award.

The Courts in Chennai shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.

Protection and cleaning

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

55. Tolerance

The TENDERER shall exercise every care to ensure that all structural members are sufficiently plumb and true to dimensions called for on the drawings to allow superstructure construction. The TENDERER, in this regard shall make post construction survey and report as soon as the structural work for each floor are completed duly checking all the dimensions as cast, vertically of the columns / walls, levels of slabs / beam soffits / stairs etc. Defects noticed beyond permissible tolerance shall be made good as per the instructions of TICEL(Owner) or its Representative. Rectification in the structural members or remaking or replacing shall be one at the risk and cost of the TENDERER.

56. Severability:

The invalidity of any portion of these Conditions shall not affect the remaining portions of these Conditions or any part thereof and these Conditions shall be construed as if such invalid portion or portions had not been inserted therein. The parties will replace an invalid provision or fill a gap with valid provisions, which most closely approximate the intent and economic effect of the invalid provision or, in case of a gap, the parties' presumable intentions.

57. No Waiver:

None of the terms or conditions of these Conditions shall be deemed or construed to have been waived by either of the parties unless such waiver is set forth in a written instrument signed by a duly authorized executive of such Party.

58. Discrepancies on Contract Documents:

Should there be any discrepancies, inconsistency, contradictions, errors or omission in the contract documents or all of them, the matter shall be referred to the Owner for their decision, which shall be final and conclusive and the TENDERER shall carry out the work in accordance with such decisions.

59. Entire Agreement:

The Contract Documents constitute the entire agreement between the parties as to the subject matter hereof and supersede any and all prior understandings between the parties on the subject matter hereof. The headings of these Conditions are for reference only and shall not be deemed to form part of these Conditions.

60. Headings:

All headings and marginal notes in any part of Tender document are solely for the purpose of facilitating reference and giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof or of the contract.

61. Singular / Plural:

In this contract document unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so required.

62. Co-operation with other TENDERERS:

The successful tenderer must co-operate with the other TENDERERS appointed by the Owner so that the work shall proceed smoothly with least possible delay and to the satisfaction of the TICEL(Owner) or its Representative.

63. Delegation

The TICEL(Owner) or its Representative may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the TENDERER and may cancel any delegation after notifying the TENDERER.

64. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

65. Discrepancies on Contract Document:

Should there be any discrepancies, inconsistency, contradictions, errors or omission in the contract documents or all of them, the matter shall be referred to the TICEL(Owner) or its Representative s for their decision, not later than 30 days from the date of work order which shall be final and conclusive and the TENDERER shall carry out the work in accordance with such decisions.

66. Management Meeting:

Either TICEL(Owner) or it's Representative or the TENDERER may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

TICEL(Owner) or its Representative shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Owner. The responsibility of the parties for actions to be taken is to be decided by TICEL(Owner) or it's Representative either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

TICEL(Owner) or its Representative will convene site meetings weekly at a pre-arranged time to discuss or problems which may have arisen or seem likely to arise during the course of the work.

TICEL(Owner) or its Representative shall chair the meetings at which the TENDERER's Foreman and any other person whom the TICEL(Owner) or its Representative consider desirable, including the TENDERER's Sub Contractors shall be present, and the TENDERER shall make all arrangements to ensure their presence.

TICEL(Owner) or its Representative shall record the business of the meeting and shall arrange for copies to be distributed to all present prior to the next meeting. Quality assurance records shall be produced during site meetings. Site meeting will be called at regular intervals and the TENDERERs or his senior representative will be required to be present at such meetings to discuss progress of the work and other matters including any deviation from the drawings or specifications.

67. Early Warning

The TENDERER is to inform TICEL(Owner) or it's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of work. TICEL(Owner) or its Representative may require the TENDERER to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the TENDERER as soon as reasonably possible.

The TENDERER shall cooperate with TICEL(Owner) or it's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of TICEL(Owner) or its Representative.

The TENDERER shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act of Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected. The TENDERER before making any variation from the Contract Drawings or Contract Bills necessitated by such compliance shall give to TICEL(Owner) or it's Representative a written notice specifying and giving reasons for such variations and TICEL(Owner) or its Representative may issue instructions in regard thereto. If within 10 days of having given the said written notice the TENDERER does not receive any instructions in regard to the matters therein specified, he shall proceed with the work confirming to the Act of Parliament, or State Legislature instrument, rule, order, regulations or Bye-law in question and any variation thereby necessitated shall be deemed to be a variation required by TICEL(Owner) or its Representative.

The TENDERER shall pay and indemnify the Owner against liability in respect of any fees or charges (including any rates and taxes) as existing or future 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.

68. Joint Inspection:

TICEL(Owner) or its Representative's representatives shall conduct joint inspection with the TENDERER's authorized representative at every stage of the work, immediately upon completion of such stage of work. The purpose of the joint inspection is to observe and record any deviations from the specified tolerances / levels, plumb or any quality defects or any such issues which require immediate attention / action from the TENDERER to make good or rectify such defects or observations jointly recorded. Such joint inspections can be held at any time as deemed fit and shall be binding on the TENDERER to act upon and implement without any extra cost the directions arising out of such joint inspections. Failure / delay in holding such joint inspections shall not absolve the TENDERER from his responsibilities to rectify any defects which may be subsequently noticed at any time after the respective stages of work.

69. Working hours, working on holidays and night work:

~~All work shall be carried out between the normal working hour of each working day as adopted locally for similar work and also as per local labor regulations.~~

~~Permission of TICEL(Owner) or its Representative, will be required should the TENDERER wish to work outside normal working hours and on holidays.~~ No extension of time may be granted should such permission be withheld for any cause.

Time is the essence of contract. To achieve the milestone completion dates, shift working and night working may become necessary.

In case night work is to be done due to the exigencies of the work, it is the TENDERER's responsibility.

To obtain advance permission from TICEL(Owner) or it's Representative and also the security staff specifying the number of persons who will be employed and duration. To provide adequate area lighting for efficient execution of the work without accident risks and quality deterioration. The arrangements are to be the full satisfaction of TICEL(Owner) or it's Representative. The TENDERER is wholly responsible for any

accidents or bad quality of work due to inadequate arrangements made by him and he will fully indemnify TICEL(Owner) or it's Representative for any lapse. The TENDERER to avoid disturbance to neighbors.

No extra claim will be entertained for the overtime and night work and any expenditure incurred by him on this account.

70. Bill of Quantities

The Bill of Quantities given in Contract Bill is provisional and is meant to indicate the intent of the work and to provide a uniform basis for tendering. The owner reserves the right to increase or decrease any of the quantities or to totally omit any item of work and the TENDERER shall not claim any extras or damages on these grounds. Any error in description or in quantity or omission of items from the Contract Bill shall not vitiate this contract but shall be treated as a variation.

The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the TENDERER.

The Bill of Quantities is used to calculate the Contract Price. The TENDERER is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

71. Guarantees / Warranties:

Wherever in this specification guarantees / warranties are called for the TENDERER shall obtain a written guarantee addressed to the Owner from the firm supplying the materials or doing the work or both, and shall deliver this to TICEL(Owner) or its Representative.

The guarantees shall be valid for at least the period specified measured from the date of actual Completion of the work (and not unless they coincide, the date of completion of the work relevant subcontract) and any defect which shall arise during this period shall be made good and any expense or other work entailed by either defects or the making good old defects shall be borne by the guarantor.

Guarantees will not be enforced by the TICEL(Owner) or it's Representative during the Defects Liability Period during which time the relevant provisions of the Conditions of Contract documents shall apply.

Besides guarantees required elsewhere, the TENDERER shall guarantee. The work in general for One year as noted under the Conditions DLP.

All required guarantees shall be submitted to TICEL(Owner) or its Representative by the TENDERER when requesting certification of accounts for payment by the Owner.

72. Cost of Repairs

Loss or damage to the Work or Materials to be incorporated in the Work between the Start Date and the end of the Defects Correction periods shall be remedied by the TENDERER at the TENDERER's cost if the loss or damage arises from the TENDERER's acts or omissions.

73. Final Account

The TENDERER shall supply to TICEL(Owner) or it's Representative a detailed account of the total amount that the TENDRER considers payable under the Contract before the end of the Defects Liability Period. TICEL(Owner) or its Representative shall issue a Free from Defects Certificate and certify any Final Payment that is due to the TENDERER within 45 days of receiving the TENDERER's account if it is correct and complete. If it is not, TICEL(Owner) or its Representative shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, TICEL(Owner) or its Representative shall decide on the amount payable to the TENDERER and issue a payment certificate within 45 days of receiving the TENDERER's revised account.

74. As built drawings & Maintenance Manuals

Three sets of as built drawings in hard copy & further one PDF, Auto CAD format copied in Soft Copy drive shall be submitted by TENDERER to TICEL upon completion of the work.

If the TENDERER does not supply the Drawings and/or manuals by the dates stated in the Contract documents, or they do not receive TICEL(Owner) or its representative's approval, TICEL(Owner) or its Representative shall withhold the amount stated in the Contract documents from payments due to the TENDERER.

75. Force Majeure:

If at any time during the continuance of this Contract the performance by either party under this Contract of any of its obligations is rendered impossible by reasons of Force Majeure such as acts of God, flood, fire, earthquake, explosion, war, riots, civil commotion etc. (here-in-after referred to as Force Majeure) then, provided written notice of the happening of the event of Force Majeure is given by the affected party to the other within 15 days, of the occurrence thereof and provided that such event of Force Majeure has not resulted from the negligence or failure of the affected party to perform its obligations, the affected party shall not be liable for fulfillment of any of its obligations pursuant to this Contract during the continuance of the event of Force Majeure.

So soon as practicable, upon the cessation of the Force Majeure conditions, the affected party shall continue performance of its obligations under the Contract.

The affected party shall take steps to remedy and mitigate the effects of the Force Majeure event on its ability to perform its obligations under the Contract.

Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

If the Contract shall be terminated under the provision of the above clause, the TENDERER shall with all reasonable diligence remove from the Site all the TENDERER's equipment and shall give similar facilities to his Sub Contractors to do so.

Any extension of time granted by the Owner in terms of above clause, shall neither entitle the TENDERER to any claim for increase in prices nor shall it release him from any of the obligations under the Contract. If the performance of the Contract as a whole is delayed by reason of the Force Majeure conditions continuing to persist for a continuous period exceeding 30 Working days, the Owner and the TENDERER shall discuss the matter and decide to discontinue or to continue its execution on such terms as may be agreed upon.

The Owner shall not be held responsible or be called upon to make good any losses / costs incurred by the TENDERER consequent to the happening of any of the event under clause above.

76. Suspension of Work Partly or Wholly

The TENDERER shall if ordered in writing by the TICEL(Owner) or its Representative, temporarily suspend the work or any part thereof for such period and such time as so ordered and shall not after receiving such written order proceed with work therein ordered to be suspended until he shall have received a written order to proceed therewith. The TENDERER shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of TICEL(Owner) or its Representative.

If such suspension delays the progress of the work to such an extent as to cause additional expense or loss to the TENDERER, the matter shall be mutually discussed and agreed to. As soon as the TENDERER finds that such extra cost is likely to be involved on account of suspension of such work or part thereof, he shall promptly notify the Owner accordingly, giving his estimates of such cost likely to be involved. Unless the Owner is so notified, he shall not be bound to entertain any subsequent or delayed claims on this account. However, no compensation for the first cumulative period of 30 days of suspension of work shall be payable by the Owner to the TENDERER. If the cumulative period of suspension of work exceeds 30 days, TICEL(Owner) or its Representative shall settle mutually and arrive and determine on mutual agreement the amount of compensation payable to the TENDERER for the period beyond the initial cumulative suspension period of 30 days in fair and reasonable manner.

An extension of time for completion corresponding with the delay caused by any such suspension of work as aforesaid will be granted to the TENDERER should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the TENDERER.

In case of suspension of work ordered in writing by the TICEL(Owner) or its Representative for a cumulative period of more than three (3) months, the TENDERER shall have the option to terminate the Contract, provided that the suspension was not consequent to any default or failure on the part of the TENDERER and that the TENDERER shall exercise such option forthwith.

77. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the TENDERER, the TICEL(Owner) or its Representative shall issue a certificate for the value of the work done less advance payments received by the tenderer up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract documents. Additional Liquidated Damages shall not apply. If the total amount due to the Owner exceeds any payment due to the TENDERER, the difference shall be a debt payable to the Owner. Further, in such an event, the performance bond/bank guarantee given by the Tenderer shall stand forfeited

If the Contract is terminated at the Owner's convenience or because of a fundamental breach of Contract by the Owner, TICEL(Owner) or its Representative shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the TENDERER's personnel employed solely on the Work, and the TENDERER's costs of protecting and securing the Work and less advance payments received by the tenderer up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law. In such an event the performance money held by the owner shall be returned to the TENDERER, along with other settlement dues.

78. Property

All materials on the Site, Plant, Equipment, Temporary Work and Work are deemed to be the property of the Owner, if the Contract is terminated because of a TENDERER's default.

79. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Owner or the TENDERER, the TICEL(Owner) or its Representative shall certify that the Contract has been frustrated. The TENDERER shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any

work carried out afterwards to which commitment was made. The performance money in such an event is returned by the owner in the form as it was submitted.

80. Fraud and Corruption

The Owner requires the TENDERER to observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy, the Owner:

a) Defines, for the purposes of this provision, the terms set forth below as follows:

i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

iii) "Collusive practice" means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the borrower, designed to establish Tender prices at artificial, non-competitive levels;

iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v) Will cancel the portion of the loan/benefit allocated to the tenderer if it determines at any time that representatives of the tenderer or of a beneficiary of the loan/benefit engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract,

81. Contract Documents

The contract documents are defined in the definition part above. The TENDERER shall keep at site one copy of the Specification, Descriptive schedule or other like document referred to in the clause and one copy of the Contract Document and connected As-Build Drawings, Manuals and such other details supplied to him from time to time and referred to in this clause.

82. Time Schedule for Commencement of Work:

Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the TENDERER and it **shall be reckoned from 10th day** from the date of issue of LOA or handing over of possession of the site to the TENDERER whichever is earlier. The successful tenderer shall before commence work prepare a detailed work program.

83. Tender Validity:

The tender shall remain open for a period of 120 days from Date of Opening Price Bid.

84. Work Programme:

Time is deemed to be the essence of this contract. The period of completion of whole Work shall be as stated in the Milestone activities. Summary of Notice Inviting Tender and Conditions. The tenderer shall furnish full details about his/their supply, construction, installation etc. management program, co-ordination with different specialized agencies, program schedule of various stages of construction with their bar chart/ pert chart/CPM chart to achieve the target date of completion. The tenderer shall submit the list of resources available for the project along with resource loading Bar Chart indicating the following:

- a) Activity description
- b) Resource title
- c) Total usage for period under consideration for overall project
- d) Organization Chart and responsibilities

The TENDERER must follow his planning schedule and must adhere to the targets/ programs by deploying adequate resources.

The TENDERER shall mobilize all plant, machineries, equipment's etc. required to adhere to the time schedule of various activities and events as per Bar Chart/ Pert Chart /CPM Chart and well in advance.

The Work shall proceed with as per program schedule of various stages of construction shown in the bar Chart/Pert Chart/CPM Chart.

The TENDERER shall submit progress report every week which shall indicate but not be limited to the following:

- a) Milestone of project accomplishment during the period under consideration
- b) Bottleneck if any and action proposed
- c) Actual v/s planned progress in percent
- d) Activities completed in the reporting period
- e) On-going current activities
- f) Critical activities to be undertaken and completed in current month
- g) 2 weeks & 4 weeks look ahead
- h) Slippages and action proposed

In the event of overall slippage exceeding permissible limit as decided by the TICEL(Owner) or its Representative the TENDERER shall submit a report for the slippages and shall revise their planning schedule. The TENDERER shall submit a report explaining course of action to be taken to overcome such slippages in future and steps taken to meet revised target dates.

85. All terms & conditions stipulated in the Tender documents are strictly applicable and in addition, the following conditions are applicable:

- ❖ As the site work is in a potentially critical area, it is of paramount importance to ensure all work are done in a professional manner giving top priority to Safety.
- ❖ Any safety violation shall lead to immediate stoppage of work and cancellation of contract.
- ❖ All extra items not contemplated in the original tenders should be claimed with rate analysis data and certified by the Engineer-in-charge
- ❖ ESI, PF shall be paid by the TENDERER under the TENDERER'S company code, and documents shall be made available for the inspection of TICEL(OWNER) OR ITS REPRESENTATIVE as per guidelines of Owner in this regard.

- ❖ All in-coming and consumable materials are to be tested for Quality Assurance and the Certificates are to be produced to TICEL(OWNER) OR ITS REPRESENTATIVE.
- ❖ All TENDERER'S Employees like Site Engineer, Supervisor, Store-keeper and Construction Workmen should be aware of the OWNER'S Safety Policy, EHS and Project Management Guidelines as relevant to the work site like Work permits, usage and maintenance of Personal Protective Equipment's, Ladder and Platforms etc.
- ❖ Before commencing the job, the TENDERER should submit the method statement for each construction activity detailing the safety measures taken.
- ❖ All workers should not work for more than 8 hrs. in a day. However, work can continue in multiple shifts with different sets of Employees
- ❖ On any given day and time, the number of workmen at site should not exceed the number for which RC has been obtained from the Inspector of Factories.
- ❖ The TENDERER shall maintain separate attendance register (Form-F) and Wage Register (Form-XVII) as per Statutory Format and minimum wages as per the labor regulations have to be paid
- ❖ None of the Employees should work for more than 6 days a week and the 7th day, he or she has to be given weekly "off".
- ❖ Child labor is not permitted.
- ❖ Labor should not be construed as OWNER'S labor or employee.
- ❖ The under mentioned Records to be maintained for Inspection by the E.C. and to be handed over at various stages of construction/as and when demanded Manufacturer's test certificates and other test certificates for all applicable items as per Project Management guidelines of OWNER, and all tests to be performed as detailed in tender documents.

I hereby agree to adhere to above terms and conditions.

86. Watchmen:

The Tenderer shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material and labor. The Tenderer shall extend the security arrangements to guard the material stored / fixed in position and completion till handing over finished work to TICEL.

87. Storage of Materials:

TICEL shall provide sufficient storage on the open land. Required Shed, barricade should be arranged by the contractor.

88. Permission from Statutory Body:

Permission required to be obtained from local Government and connected bodies for establishing the site office and executing the work shall be Tenderer's responsibility.

89. Labour Regulations:

All rules and regulations of labor department, contract labor laws, Provident Fund & ESI and connected laws, Comprehensive All Risk Insurance requirements and all other laws of the land are to be complied with by the Tenderer.

90. Important Provisions:

The following important provisions in the Tender shall be noted before quoting for the work:

- a. Performance Bond in the form of Bank Guarantee from a Nationalized / Scheduled Bank Furnishing Bank Guarantee as Performance Bond in format appended, as envisaged in Conditions of Contract within 7 days from the date of issue of LOA from Owner
- b. Liquidated Damages (not as penalty) for delayed completion, mentioned elsewhere in Tender Document and as specified under summary of Notice Inviting Tender and Condition of Contract.
- c. Payment Terms for the materials brought to site.
- d. List of approved make(s) / manufacturer as mentioned in **Technical Specifications**. The approved makes wherever listed in the Tender documents are the preferred makes, based on their performance, reputation etc. The final choice of approving the make of any product will however rest with the TICEL(OWNER) OR ITS REPRESENTATIVE and his decision shall be final and binding on the successful Tenderer. The Tenderers are required to indicate on a separate annexure a list of items furnishing details of the manufacturer's name, conformity to IS / International Standards etc. for each product. Even where the Tenderers intend to use the same make as per approved list, the name(s) shall be repeated in the annexure. The Tenderers are allowed to furnish names of two manufacturers for each product in the order of preference. The Owner shall review the list furnished by the Tenderers and if the Owner is not satisfied with the make of the any particular item, the Owner shall reserve the right to insist on the desired make / manufacturer.
- e. The Tender shall have no choice to change the make / manufacturer of any product mutually agreed upon prior to opening of Tender, thereafter. Evaluation of Tender shall be on the basis, which is in more conformity to the approved make(s) / manufacturer listed.
- f. All major components / sub-systems / materials forming part of the work shall be duly tested at the place of manufacture / assembly before dispatch. The manufacturer shall have stringent quality control for the pre-delivery installation schedules and the product, when it leaves the manufacturing / assembly plant, be proved to be capable of performing to the specified criteria. The Owner/ TICEL(Owner) or its Representative reserve the right to be present at the time of testing of such major components / sub-systems / materials at the manufacturer's factory / assembly shops. For this purpose, the successful Tenderer shall submit a detailed schedule of manufacturing and testing of components / sub- systems / materials giving details of the expected dates of testing, location, duration of testing as well as nature of testing for the concurrence of the Owner/ Owner's Engineer/ TICEL(Owner) or its Representative.

91. Articles of value found:

Any treasures, antiques, valuable etc. found during excavation belong to the Owner and the same shall be handed over without causing any damage to them.

92. Scope:

A separate scope of services, describing the scope, intent and extent of the work put to tender as given in section - 7.

Post Construction/Implementation Survey:

The successful TENDERER shall make post execution report. Any defects noticed beyond permissible tolerances shall be made good by the TENDERER as per instructions of the TICEL(Owner) or its Representative without any extra cost and time.

93. Submittal Formats:

Site Organization Chart, Program, proposed to be adopted during execution of work and Quality Assurance Programme shall be submitted along with the given in Submittal Formats.

94. Photographs and Video Cassettes:

The TENDERER shall take photos and video from the locations approved by the TICEL(Owner) or it's Representative to show the progress of work at monthly intervals throughout the construction period and furnish photographs and video cassettes of required duration duly indicating there in the specified number of negative / prints affixed in albums. Each photograph shall be marked with the description of the photograph and location from which it was taken.

The ownership and copy right of all photographs and negatives shall be vested in the Owner and are not to be used without his permission under any circumstances. Negatives and prints shall be handed over to the TICEL(Owner) or its Representative monthly.

95. Pollution and Site Hygiene:

Mechanical plant, equipment, etc. which emits smoke, fumes or other obnoxious gases will not be allowed on the site.

Provide and maintain temporary channels, drains and the like for keeping the Site clear of water.

Take all reasonable precautions to ensure the efficient protection of all streams and waterways against pollution arising out of or by reason of the execution of the Work.

The TENDERER shall not dump unwanted building debris, chemicals, any noxious or polluting matter on any vacant plot of land, roadside or drains thereby causing choke leading to mosquito breeding or causing contamination of the Site or the drainage system.

Comply with and pay all charges levied by any Government or Public Authority with jurisdiction on matters of pollution or site hygiene.

96. Fire Protection during Construction:

Provide and keep in working order adequate FIRE PROTECTION equipment for emergency use.

97. Schedule of Quantities and Technical Specifications:

In case of conflict between item description in "Bill of Quantities" and "Technical specifications" the following priority shall govern:

Bill of Quantities & Preamble Technical Specifications IS Code /Equivalent BS Codes/ Other codes

All-important drawings are to be mounted on boards and placed in racks and indexed.

98. Place of work:

Visit: Before tendering, the TENDERER 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.

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 TENDERER after visiting the place of work, find any discrepancies, omissions, ambiguities or conflicts in or among the tender /Contract Document, or be in doubt as to their meaning, he shall bring the questions to the Owner's attention, not later than 5 (five) working days before the date of the Pre-Bid Meeting.

99. 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.

100. Defect/Complaint cum Rectification Programme Chart:

The successful bidder shall follow the existing formats approved by the Owner on day-to-day basis. The charts indicate the method of Operation and Maintenance to be executed, the date of commencement and completion of each of the defect/complaint. If the TENDERER feels any improvement required in the existing formats, the same should be brought to the notice of the TICEL management and get approval before execution.

101. Acceptance, Deficient Service and Rejection:**a) Acceptance**

One month before the expiry of this contract, the TENDERER shall submit the following documentations:

Complete set of altered drawings if any including reproducible copies / soft copies in Pen drives of TENDERER's drawings applicable.

Complete set of as-built drawings & manuals (issued to TENDERER at the beginning of contract) incorporating new additions / changes if any

Then TENDERER shall be entitled to request the Owner to carry out an examination of the services and the operating conditions of the facilities. The Completion Certificate shall then be issued by Owner, provided such examination was satisfactory to Owner/TICEL(OWNER) OR ITS REPRESENTATIVES subject to the signing of the Release Letter by TENDERER as per the format approved by the Owner.

102. Deficient Services and Rejection:

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 TENDERER shall be responsible, TENDERER shall upon receipt of written notice from Owner and at his own expense promptly remedy the same at Owner's option, repair or replacement. Deficient services shall also include TENDERER's failure to respond with diligence and dispatch.

Even if TENDERERs 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 TENDERER's expense.

If Owner does not exercise its right under the immediately preceding paragraph within a reasonable time, TENDERER shall not be relieved from liability in respect of the relevant non-conformity or other defect or deficiency but his full and complete responsibility shall be limited to the repayment of all monies paid by Owner to him in respect of the part of the services affected thereby.

TENDERER 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 TENDERER's remedial responsibility as aforesaid, the cost of the services carried out by TENDERER in searching shall be borne by TENDERER.

TENDERER's failure to perform any of his 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.

103. Financial Entitlements and Payments Contract Price

In consideration of performing the SERVICES in full conformity with the Contract, OWNER shall pay to TENDERER the CONTRACT PRICE as specified in Schedule of Quantities in the manner set forth in sub-articles below as full and final remuneration.

104. Repetition of clauses:

In this document certain clauses may be repeated in several sections. In case of any discrepancy or contradictions, the same may be brought to the notice of the TICEL(Owner) or it's Representative whose decision regarding interpretation shall be final and binding on the TENDERER.

105. Lumpsum Provisions:

The lump sum provision for electrical works is included in the estimate; however, payment for the executed electrical items shall be made as per the prevailing PWD SOR rates, subject to the approval and direction of the PMC and the client.

106. Accomodation Prohibitted inside TICEL Campus:

Accommodation for laborers must be arranged outside the TICEL campus premises by contractor. No accommodation will be permitted within the TICEL campus.

Place:

Date:

Signature of the Tenderer with Seal

PART-B**PROJECT DETAILS**

The factors considered and the facilities provided in the proposed infrastructure are as follows:

A. Existing building

The details of the existing TICEL Phase-III building are:

Floors	: G+13 floor
Foundation	: Raft foundation
Superstructure	: Framed structure with Columns, beams & drop panel.
Roof	: Flat Slab (Post Tension)
External walls	: Solid block work of M 5.5 grade C.M.1:3 mix.
Built up area	: 2.29 lakh sq.ft
Floor to Floor height	: 4.8m
Floor to Roof bottom	: 4.5 m
Existing Lift	: 3 Nos (2 Passenger and 1 Service Lift)

B. Proposed Works

The following works are proposed to be included for creating Clean Room facility for Advanced Bio Process Equipment Facility at 1st floor of TICEL Phase-III building:

Part 1: HVAC WORKS (BoQ Sl.No.1 to 13)

Part 2: ELECTRICAL WORKS (BoQ Sl.No.40)

PART-C

i) Scope & Intent

Extent

The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directions of and to the satisfaction of TICEL. TICEL may in its absolute discretion and from time-to-time issue further details and/or written instructions, written directions and written explanations all of which are collectively referred to as TICEL's instructions.

Intent

The intention of the Document is to include all labour, tools, instruments and transportation necessary for the proper performance of the job. Materials of work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

ii) Statutory Compliance

a)The Contractor should have all necessary license and statutory compliance from all Government authorities such as Municipality, Local Authority, CEIG 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, ESCI, 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 separate code for deposit of PF dues if applicable with the concerned PF Authority directly.

d)The Contractor shall obtain and keep in force throughout the term of agreement, necessary / valid labour license 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.

e)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 thereunder or of any prosecution or award made by court of law or other authorities specifically under the Industrial Disputes Act- 1947.

f)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.

g)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.

h) 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

i) The contractor shall pay to the labour employed by him/them wages as per provision of the aforesaid act and the rules, wherever applicable.

j) 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.

k) 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.

l) 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.

Labour Compliances

a) The Contractor shall be responsible for 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.

b) In addition to documentary evidence of compliance and depositing Provident fund and Employees State Insurance under Employees' provident funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively w.r.t manpower engaged by the Contractor for TICEL, the contractor

shall provide the following “Compliance Certificate” along with submission of his invoice (in case of food Court “along with submission of payment) for the period of invoice / payment on its letterhead as follows.

“Compliance Certificate”

We hereby certify that for the period (period of bill), we have complied with all applicable labour laws.”

c) The contractor shall indemnify and keep indemnified the TICEL and hold him harmless in respect of all loss and expenses from that TICEL may sustain or incur as a consequence of noncompliance of any labour law(s) by the contractor during the period of contract. The provisions of above paras under labour licences and specifically Para-I shall survive the expiration or termination of the contract

iii) **Financial Entitlements and Payments**

Contract Price

In consideration of performing the SERVICES in full conformity with the Contract, TICEL shall pay to CONTRACTOR the CONTRACT PRICE as specified in Bill of Quantities in the manner set forth in sub-articles below as full and final remuneration.

Full Payment

In consideration of performing the services in full conformity with the contract, TICEL shall pay to the Contractor the contract price as specified in the schedule of quantities in the manner set forth in sub articles below as full and final remuneration and the,

Contractor agrees to accept the CONTRACT PRICE as a full and final remuneration for performing all its obligations under this Contract (including variations, which shall be valued in accordance with clause stated) and for bearing all risks of every description and all expenses in connection herewith.

The contract rates shall remain fixed for the entire duration of the Contract. Payment for the Operation and Maintenance of this work will be made directly to the contractor as per the agreement with the TICEL.

Invoicing

The Contractor shall submit to TICEL detailed invoices in respect of the services performed at the end of each quarter in arrears. The invoices shall be submitted in one (1) original, clearly stamped “Original” and another one copy as duplicate. The invoices shall;

The Contractor shall submit to TICEL detailed invoices in respect of the services performed at the end of each month in arrears. The invoices shall be submitted in one (1) original, clearly stamped “Original” and another one copy as duplicate. The invoices shall

- bear reference to this Contract
- be supported by all necessary documentation with proof of statutory payment details (PF, ESI, INSURANCE etc), man power list deployed to enable TICEL to review and accept them.
- clearly state the reason for which payments are required.
- Salary statement for the previous months with Bank statement/Bank Transfer details to corroborate the payment.

- Having paid due wages to all the workmen engaged in the provision of the services during the previous month (Copy of wage-slips & muster roll to be enclosed).
- If the bidder quotes contractor service charges less than 2% the bid shall be declared disqualified unresponsive and will not be considered.

a) Payment shall be made to Contractor as per the terms and conditions stated in the tender and on the basis of performance of his Services. TICEL shall have the sole authority to judge the performance of Services. The payment shall be as below:

b) Upon receipt of each invoice, TICEL shall review it and if deemed to be in accordance with the Agreement, TICEL shall approve said invoice and payment shall be made to Contractor within fourteen (14) days from the receipt of correct invoice by TICEL subject to bills being in complete shape with all necessary support documentation and in the accepted format.

c) The payment procedure referred to in this Sub-article shall apply mutatis mutandis to the payment of such amounts as they become due to Contractor as a result of other terms of this Agreement.

d) Without waiver or limitation of any of its rights under the Agreement or by law, TICEL shall be entitled to deduct from any monies due to Contractor under the Agreement any and all amounts of any debt due from Contractor to TICEL.

d) No payment shall be made by TICEL until receipt of all the Bank Guarantees required under this contract.

e) All invoices shall be presented and shall be payable in Indian Currency only.

iv) **The responsibility of the Contractor shall cover**

- A) To store their materials with proper inventory of TICEL.
- 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) Necessary Manager/Site Engineer should be provided at Site and providing daily progress report to TICEL.
- D) Work Schedule should be provided before commencement of work.
- E) Necessary execution drawings shall be submitted to TICEL and preapproval to be obtained from TICEL.
- F) Is there any additional or extra works can be predicted and obtained pre-approval from TICEL.
- G) 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.
- H) 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.
- I) Any other checklists in printed formats to be supplied by the contractor
- J) Contractor should follow any Statutory approval for Labour, Materials etc.
- K) 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.

- L) The Contractor has to arrange his own office inside the TICEL as per the TICEL approval with their required office materials.
- M) The Air balancing shall be done after completion of ducting works. The adequate plenum section to provided.
- N) Electrical Main DB, Fire panel & MCP to be installed at the entrance of common area for easy access in the allotted premises.
- O) The Electrical, FAS & FPS works should be complied with the statutory requirements.
- P) 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.
- Q) 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.**
- R) During the inspection of Govt. Officials, comments if any given by them should be complied by the Contractor.
- S) 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.
- T) After completion of the work, the FA system has to be integrated with the existing TICEL FA system, for which provision is already available.**

Standard Conditions

The Contractor will provide any and all safety equipment required to ensure that, its staff are able to carry out the Works without risk of injury or death to themselves or any other person within TICEL Bio Park Ltd or risk of damage to any part of the fabric of the Building or installations within the Building.

The Contractor will meet all of its liabilities or obligations as an employer under various Government of India, Government of Tamil Nadu and other statutory authorities.

Any employee of the Contractor employed by the Contractor to carry out any part of the Works shall at all times remain an employee of the Contractor only and that nothing in the contractual relationship between the Contractor and the TICEL will create an employer employee relationship between the TICEL and any such employee of the Contractor.

The Contractor will be an independent contractor and not an employee of the TICEL.

The Contractor and its servants and agents shall at all times abide by any rules and regulations that the TICEL may from time to time apply to any occupant or other visitor to TICEL Bio Park Ltd.

The Contractor will effect and maintain insurance policies to necessarily cover all its staff (temporary or permanent) sufficient to meet all of its obligations as may reasonably be required by the TICEL to keep the TICEL indemnified against all such risks.

The Contractor shall be responsible for maintaining all working areas in safe condition and ensuring that all its employees follow appropriate safe work practices.

The contractor's representative will inform the TICEL promptly of any major fault occurring in any of the WTP from time to time during operations, besides taking remedial measures immediately.

The TICEL shall direct the Contractor to remove any employee, with prior consultation.

The Contractor shall submit periodical reports to the TICEL as required for the preparation of management information reports.

Any breakdown, loss of material or damage to the Plant as a result of negligent activity on the part of the Contractor shall be deemed to be unsatisfactory performance and must be immediately repaired to the proper condition.

Nothing in this contract shall be construed as creating any partnership or joint operation between the TICEL and the contractor.

The Contractor shall not assign the Contract and no portion of the contract on sub-contract without the written consent of the TICEL.

All employees of Contractor shall be dressed in neat and clean uniforms provided by the Contractor and will carry identity cards as required by the TICEL.

The Contractor shall keep and cause its Employees to keep confidential any technical information, data or other information concerning the business plans or activities of the TICEL or Contractor and their affiliates which may be made available to the Contractor and / or its employees by the TICEL as a result of carrying out the Works by the Contractor and his employees.

The Contractor will provide all tools required to enable it to carry out the Works.

The Contractor will operate, manage and maintain the plant to suit the TICEL's requirements for the whole of the contract period.

The Contractor acknowledges that the TICEL has appointed him in connection with the management of the Building, plants and other properties specified in the contract.

Under the contract, the contractor shall be responsible for all regular, preventive and breakdown maintenance of all equipment's.

Co-ordination Procedure

This procedure outlines various responsibilities of Representative(s) nominated by TICEL for the Contract. The contractor shall carry out proper execution of the services under the supervision of TICEL's Representative(s).

Communication

English language will be used for all purposes.

1.2 All written communication shall be done at site level directly to the TICEL. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.

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

2.0 Operation, Maintenance and Repair Works Procedure

2.1 The contractor must set up services procedure in practice which is to be followed strictly and shall submit the details whenever required by the TICEL.

2.2 TICEL has the sole right to revise the services procedure as per the requirements and the contractor is obliged to follow the same.

2.3 The contractor may propose improvements to the setup services procedures for consideration of TICEL.

APPENDIX

1	Date of commencement of work	Within 10 days from the date of issue of LoA.
2	Period of Contract	Three months from the date of issue of LOA
3	DLP Period and Maintenance	One Year from Date of Handing Over. All the preventive maintenance activities during the Defect Liability Period shall be carried out without any additional cost.
4	Performance Bond	The successful Bidder shall furnish a Performance Bond within 7 days of LOA in the form of Bank Guarantee in the format appended herein for an amount of 10% of the contract sum (excluding GST), valid till the end of Defects Liability Period of one year from the date of satisfactory handing over of the completed works with further claim period of six months by the successful bidder to TICEL with provision for direct re-validation on demand by TICEL, when so called for, for the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of Defects Liability Period plus six months or two months after the last notified defect had been rectified, whichever is later.
5	Interim Payments	As per payment terms stated in the tender
6	Payment of bills by the Owner	Payment shall be made within 14 days from the date of receipt of correct invoice as per the payment terms.
7	Period of Final Payment	1 (One) month after completion of the contract
8	Escalation in prices	No Escalation will be allowed other than the quoted prices during the contract

Place:**Date:****Signature of the Tenderer with Seal**

Section – 7

Terms of Reference

Description of the work:

Name of Work: Execution of Clean Room facility for advanced Bio Process Equipment Facility at First floor of TICEL Phase-III, Coimbatore.

The proposed work is in the existing G+13 story building and the entire work is to be completed within a period of three months from the date of commencement.

This work shall include furnishing all labours, materials, equipment's, tools and transportation which need to complete the execution of clean room facility.

The Entire proposal shall be on “Works Contract Basis” for supply, delivery, erection and execution. It is an intention to purchase complete in every respect and ready for operating machinery and equipment's as described below.

The contractor should follow the minimum requirements to expedite erection activities such as adequate details, specifications, drawings and shall be provided to enable completion of work correctly at the first instance itself.

All civil works such as pocket cutting, grouting of bolts, and making good the Surface, shaft and landing, fixing of sills, which are required for clean room facility.

Scaffolding and temporary lighting in the shaft as required for completion of work.

Liaison with the concerned department/ other statutory authorities and obtaining the permission from Electricity Board and other statutory authorities from start to completion of work including any payment towards incidental expenses.

Material Sourcing:

The maker of materials mentioned in the Bid document are indicative only and are, by and large, from the Country of Origin / Manufactured as mentioned under Specification mentioned elsewhere in the tender document. Any other equivalent product of International Repute will be acceptable subject to the products satisfying the specified Technical and Operational parameters and subject to prior approval of the TICEL(Owner) or its Representative.

The Tenderer shall furnish any other details relevant to the work and not covered in the tender with financial bearing if any explicitly.

As the Tender documents shall form part of the Agreement, the provisions Covered therein should be noted carefully and any deviation felt necessary there from shall be highlighted at the time of tendering only and not after. For this a statement of Deviation, if any shall be prepared by Tenderer and shall be enclosed in the first envelope superscripted “Technical Bid”. If no deviation is proposed, still this form shall be submitted with an entry “No deviation proposed”. No deviation in commercial conditions is acceptable.

The Tenderer shall give rates for all items given in the schedule of quantities.

No extra payment shall be considered either due to escalation or amendments/ modifications to statutory Act / Rules issued during the contract period.

Terminal points:

The terminal point (s) Viz. Civil work and other services shall be as follows:

Civil works:

All civil works under TENDERER's responsibility include Cutting, welding, Chasing and making good of the same at all levels, conceal the conduits and boxes for Panels etc. The Civil work shall also include items connected.

Site Visit:

- a) All the Tenderers requested to visit the site before participating in the tender bid.
- b) The site of works may be inspected by the TENDERER or his representative at his own cost, with prior intimation to TICEL Bio Park Ltd for proper assessment of the prospective assignment.
- c) The Tenderer shall inspect the site and obtain required details for proper execution of work successfully within the specified time limit. The responsibility for obtaining all such data / details rests with the Tenderer and no claim to extra at a later date will be entertained by Owner due to the failure of the Tenderer to make sufficient investigation prior to Tender.
- d) The Tenderer shall investigate the following items during the site inspection referred above and to provide in his Tender rates for assuming full responsibility for services and amenities therefor, which will not be payable separately by the Owner.

Project Completion Period:

The entire Tender for Execution of works for Clean room facility for Advanced Bio Process Equipment Facility shall be completed as given in Time of 90 days from the date of issue of Letter of Award and schedules with mile stone given below: **Note:** And also you are requested to submit Level 3 Project Co-ordination Schedule within 10 Days of LOA.

Signature of Tenderer

Payment Terms:**I) Running Bill Payments:**

- Payments shall be processed as Running Account (RA) bills based on the value of work completed. All work must be jointly measured and certified by **TICEL** for compliance with contractual terms and conditions.
- Each certified RA bill shall be subject to a **5% deduction** for the Retention Money Deposit (RMD).
- **70% of the material supply value** shall be released upon the delivery of materials at the site, provided they are accompanied by valid test certificates and verified by TICEL.
- Each RA bill must have a minimum value of **₹10.00 Lakh**.
- A maximum of six (4) RA bills shall be permitted during the entire contract period.

II) Final Bill Payment:

- The remaining **30% of the contract value** shall be released only after the successful erection, installation, testing, commissioning, and validation of the Clean Room Works.
- Final payment is contingent upon the final measurement and formal certification of completion by **TICEL**.

III) Retention Money Release:

- 50% of the Retention Money shall be released upon successful completion, handing over of the project, and certification by TICEL.
- The remaining 50% of the Retention Money shall be released after the completion of the Defects Liability Period (DLP) of one (1) year.

Completion and Defects Liability Period

When in the opinion of TICEL(Owner) or its Representative the Works are practically completed, he shall forthwith issue a certificate to that effect and Completion of the Work shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.

Any defects shrinkages or other faults which shall appear within the "Defects Liability Period" stated in the appendix to these conditions and which are due to materials and workmanship not in accordance with this Contract shall be specified by the TICEL(Owner) or its Representative in a Schedule of Defects which he shall deliver to the TENDERER not later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the Defects Shrinkages and other faults therein specified shall be made good by the TENDERER and (unless TICEL(Owner) or its Representative shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.

Notwithstanding clause of this Condition TICEL(Owner) or its Representative may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkages or other fault which shall appear within the Defects Liability Period named in the appendix to these conditions and which is due to materials and workmanship not in accordance with this Contract to be made good and the TENDERER shall within a reasonable time after receipt of such instructions comply with the same (and unless the TICEL(Owner) or its Representative shall otherwise instruct in which case the Contract sum shall be adjusted accordingly) entirely at his own cost. Provided that no such instruction shall be issued after 14 days from the expiration of the said Defects Liability Period.

When in the opinion of the TICEL(Owner) or its Representative any defects shrinkages or other defaults which he may have required to be made good under this clause of this Condition shall have been made good he shall issue a certificate to that effect two months after the last notified defect had been rectified or the end of defects Liability period, whichever is later, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificates.

Retention:

5% (Five Percent Only) of contract value will be deducted from each running account bills in which 50% of retention money shall be released upon completion & handing over of all the works and as certified by TICEL. Balance 50% of retention money shall be released after successful completion of defect liability period.

Liquidated Damages Clause:

In case the Contractor not completing the work within the scheduled/Extended date, the Contractor is liable to pay the Liquidated damage of 0.5% of contract value per week subjected to the maximum of 10% of the contract value.

Warranty

The contractor shall provide warranty of the manufacturer for the equipment for a period of 12 months. The warranty should be internationally enforceable in the country of manufacturer/India.

Running Account Bill

The items, item descriptions and their respective quantities given in the Bill of Quantities (BoQ) for reference are indicative only. Amount will be paid based on the actual quantum of work executed at the site.

Coordination with contractor(s) of the other part(s)

The Contractor shall coordinate with the contractor(s) of the other part(s) (Civil works, Clean room panels, Utilities, Furniture and Fire Alarm system) to ensure proper interface, sequencing and smooth execution of the project without delay, damage, or hindrance to other works.

The contractor shall:

- Participate in joint planning meetings convened by TICEL.
- Prepare and submit detailed work schedules indicating interface activities with other contractors.
- Align execution with the overall project timeline and milestone targets.
- Modify schedules as required to suit site conditions and inter-dependency of works.
- The contractor shall provide reasonable access, working space, openings, sleeves, trenches, supports, and clearances required for other contractors. No claim for extra cost or time shall be entertained on account of coordination requirements unless expressly approved in writing by TICEL.

No additional payment or extension of time shall be entertained on account of working in coordination with other agencies, restricted working space, sequence adjustments, or Minor re-routing/adjustments required for integration, unless otherwise approved by TICEL in writing.

**Name of work :- FOR ESTABLISHMENT OF CLEAN ROOM FACILITY FOR ADVANCED
BIO PROCESS EQUIPMENT FACILITY IN TICEL PHASE-III COIMBATORE, TAMIL NADU,
INDIA**

Name of Contractor :

BILL
NO.CC.

It. No.	Description of Item	Qty			Unit	Rate	Amount		
		Upto date	Last bill	In this bill			Upto date	Last bill	In this bill

**Gross Value of work done
in this bill**
Less already paid vide P-

0.00**0.00**

ADD CGST @ 9%
ADD SGST @ 9%

0.00**0.00**

CONTRACTOR

Engineer-
ELECTRICAL

Assignment or giving Sub-Contract

No subcontracting is ordinarily permitted for items mentioned in the scope of work. In case of any specific requirements, Contractor shall not without the written consent of the Owner assign any responsibility needed to discharge the functions of the O&M Contract as a subcontract.

- i. Provided that even in case of such subcontracting, the Contractor shall be solely responsible for the overall supervision, necessary domain knowledge support, service quality, system support on technology, training, validating day to day monitoring and overall management.
- ii. And also provided that on receipt of any request from the Contractor with proper reasons for approval of the Owner to give a portion of non-core activity or a specialized activity on sub-contract, the Owner shall not unreasonably delay their decision on giving consent for subcontracting such portion of work, to the prejudice of the Contractor.

Completion and Defects Liability Period

When in the opinion of TICEL(Owner) or its Representative the Work are practically completed, he shall forthwith issue a certificate to that effect and Completion of the Work shall be deemed for all the purpose of this Contract to have taken place on the day named in such certificate.

Any defects shrinkages or other faults which shall appear within the "Defects Liability Period (12 Months)" stated in the appendix to these conditions and which are due to materials and workmanship not in accordance with this Contract shall be specified by the TICEL(Owner) or its Representative in a Schedule of Defects which he shall deliver to the TENDERER not later than 14 days after the expiration of the said Defects Liability Period and within a reasonable time after receipt of such Schedule the Defects Shrinkages and other faults therein specified shall be made good by the TENDERER and (unless TICEL(Owner) or its Representative shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.

Notwithstanding clause of this Condition TICEL(Owner) or its Representative may whenever he considers it necessary so to do, issue instructions requiring any defect, shrinkages or other fault which shall appear within the Defects Liability Period named in the appendix to these conditions and which is due to materials and workmanship not in accordance with this Contract to be made good and the TENDERER shall within a reasonable time after receipt of such instructions comply with the same (and unless TICEL(Owner) or its Representative shall otherwise instruct in which case the Contract sum shall be adjusted accordingly) entirely at his own cost. Provided that no such instruction shall be issued after 14 days from the expiration of the said Defects Liability Period of 12 months.

When in the opinion of the TICEL(Owner) or its Representative any defects shrinkages or other defaults which he may have required to be made good under this clause of this Condition shall have been made good he shall issue a certificate to that effect two months after the last notified defect had been rectified or the end of defects Liability period, whichever is later, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificates.

Performance Bond:**Capital Works:**

The TENDERER shall deposit with the owner for due performance of the contract by bank guarantees for a sum equivalent to 10% of the contract sum of capital works within 7 days of LOA in the form of Bank Guarantee in the format acceptable to the owner / appended herein, valid till the end of Defect Liability Period of one year from the date of satisfactory handing over of the completed works with further claim period of six months by the successful bidder to TICEL with provision for direct re-validation on demand by TICEL for the execution and due fulfilment of the Contract

Signing of Agreement:

On receipt of intimation from the Owner of the acceptance of his/their Tender (Letter of Award), the successful Tenderer shall be bound to implement the contract and when called upon the successful Tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Owner, of a Tender will constitute a binding contract between TICEL BIO PARK Ltd., Chennai, and the tenderer whether such formal agreement is or not subsequently executed. The agreement should be signed within 10 days from the date of the LOA issued after submission of valid Bank Guarantee as 8 a), b) above.

Insurance: - As per conditions of contract mention in this tender elsewhere:

TENDERER shall, prior to the commencement of any site activity submit the Insurance Confirmation letter as indicated in Appendix-D regarding the required Insurance Policies to be put in place by TENDERER as indicated in General Terms & conditions of the contract. Owner reserves the right to examine the policy wording and require evidence that the Policy Premium has been paid to the Insurers, and that it shall remain in force, throughout the duration of the Contract.

All deductions or liabilities in excess of the indemnities provided under the insurance arranged by TENDERER / Sub-Contractor and / or Owner shall be for the account of and paid by TENDERER and his Sub-Contractors.

Final Bill Payment:

The TENDERERs final bill shall be certified for settlement, within 30 days upon acceptance by TICEL(Owner) or it's Representative, and payments on this shall be effected within 90 days from the date of acceptance.

Statutory levies variation:

All taxes, duties and levies on Work Contract, if any, shall be to the contractor's account and no separate claim in this regard will be entertained by the Owner.

The taxes, duties, levies and charges as applicable including any exemption/concessional rate, as mentioned by bidder in the financial proposal (Price Bid/BOQ) are to be considered for evaluation. Bidders are required to ascertain correctness of amount mentioned in the bid as on date of techno – commercial bid opening. To add clause as passing of benefits, if any, on such variation to TICEL. Any new taxes and duties introduced or revision in respective applicable taxes and duties rates after the date of techno commercial bid opening

shall be paid/ reimbursed by the Owner subject to submission of requisite documentary evidence by the bidder.

The Proof for Payment of Taxes / Duties etc. shall be submitted. The Payment of Taxes / Duties form part of quote shall be paid at actual.

Currencies

All payments shall be made in Indian Rupees.

Payment Certificates:

The TENDERER shall submit to the TICEL(Owner) or its Representative monthly statements of the estimated value of the work completed less the cumulative amount certified previously along with details of measurement of the quantity of work executed in a tabulated form as approved by TICEL (Owner) or its Representative.

Forfeiture of Bank Guarantee and Retention Money:

The amount covered by Bank Guarantee against advance, if any as well as that against performance submitted by the successful tenderer and the Retention Money retained by the Owner mentioned elsewhere in Tender Document will be forfeited if the TENDERER fails to comply with any of the condition of the Contract.

Liquidated damages (not as a penalty) for non-completion

- i. The progress of work will be constantly monitored by TICEL (Owner) or its Representative and Owner's engineer. Time is the essence of the contract and the project is time bound. The TENDERER shall provide sufficient work front to Other Specialist TENDERERS mentioned elsewhere in Tender Document in order to complete the overall project within the overall stipulated time of 9 months.
- ii. The TENDERER shall prepare a detailed work progress schedule in the form of PERT CHART, for the whole work, within two weeks of the award of work, and seek the approval of the TICEL (Owner) or its Representative.
- iii. Any modifications required in the opinion of TICEL (Owner) or its Representative, in the program so submitted, shall be duly incorporated by the TENDERER, which shall form the basis to track the project.
- iv. Should there be delay in completion of the work in accordance with the PERT. Chart submitted and approved, then the TENDERER is liable to pay to the owner liquidated damages (though not as penalty) for non- achievement of work progress schedule.

v. If the TENDERER fails to complete the works within the specified period or within any extended time of these conditions and TICEL (Owner) or its Representative certifies in writing that in his opinion the same ought reasonably so to have been completed, the TENDERER shall pay or allow to the Owner a sum calculated at the rate stated as agreed Liquidated damages (not as a penalty) for the period during which the said work shall so remain or have remained incomplete, the Owner may deduct such damages from any monies otherwise payable to the TENDERER under this Contract.

vi. The TENDERER acknowledges and agrees that the sum specified above has been calculated by the parties as representing the likely daily loss to the Owner as a result of any delays, there being no other breaches under the Contract, and is accordingly by way of liquidated damages and not a penalty.

SCOPE OF WORK

- a) Coordination with Clean Room Panel contractor.
 - b) All necessary works which are required for creating the clean room facility are the scope of this tenderer and rate maybe quoted inclusive of this.
 - c) Scaffolding and temporary lighting in the shaft as required for completion of work is the scope of this tenderer and rate maybe quoted inclusive of this.
 - d) Co-ordination with all the other Service Providers/Equipment Manufactures/TICEL officials at appropriate stages in the during the work is the scope of this tenderer.
 - e) Liaison with the concerned department/ other statutory authorities and obtaining the permission from Electricity Board/CEIG / other statutory authorities from start to completion of work including obtaining completion certificate and any payment towards incidental expenses is the scope of this tenderer.
 - f) Obtaining all approvals from the authorities for installation and final commissioning. Prescribed fees if any, alone will be paid by TICEL Bio Park Ltd.
 - g) Clearing all the debris arising out of Contractor's work during/after installation is the tenderer's scope
 - h) Handing-over the entire system to the Owner in satisfactory working condition.
 - i) Integration of existing Electrical/HVAC with new works.
1. As the Tender documents shall form part of the Agreement, the provisions covered therein should be noted carefully and any deviation felt necessary there from shall be highlighted at the time of Pre- Tender meeting only and not after that. The minutes of the Pre-Tender meeting shall be signed as a token of acceptance and shall be enclosed in the first envelope superscripted "Pre-Qualification Bid"
No deviation in commercial conditions is acceptable.
 2. The Tenderer shall give rates for all items given in the schedule of quantities.
 3. No extra payment shall be considered either due to escalation or amendments/modifications to statutory Act / Rules issued during the contract period.
 4. The Tenderer/ Contractor shall be responsible to obtain necessary License from Electrical, Local Competent Electrical Authority.

Section – 8**Supporting Details - Appendix**

Sl. No.	Appendix Details
1	Appendix 'A' – Performance Bank Guarantee for Capital works
2	Appendix 'C' – Letter of Transmittal
3	Appendix 'D' – Insurance Confirmation Letter
4	Appendix 'E' – Affidavit

APPENDIX – A**BANK GUARANTEE FORMAT FOR CAPITAL WORKS**

Execution of Electrical & HVAC works for Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore. (The Guarantor shall have to be provided in Nationalized Bank drawn at Chennai at Rs.100/- Non-Judicial Stamp Paper. The Draft Format filled in all respect is suggested to be approved from TICEL)

To
Ticel Biopark Limited
No. 5, CSIR Road Taramani,
Chennai – 600 113

In consideration of the Ticel Biopark Limited (hereinafter called “TICEL”) awarded the contract to, a company under the Companies Act, 1956 and having its registered office at (hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its successors and assigns) as per terms and conditions contained in the contract documents of Tender for Execution of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

WE.....BANK, HAVING BRANCH AT
(HEREINAFTER REFERRED TO AS “THE BANK” WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, EXECUTORS AND ADMINISTRATORS) AT THE REQUEST OF..... DO HEREBY IRREVOCABLY UNDERTAKE TO PAY TO THE TICEL AN AMOUNT NOT EXCEEDING RS..... /- (RUPEES..... ONLY) ON DEMAND BY TICEL.

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

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

We, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of the TICEL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the period TICEL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor accordingly discharges this guarantee.

We, the bank, branch further agree with the TICEL, that the TICEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of

performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the TICEL against the said Contractor and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on the part of the TICEL or any indulgence by the TICEL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

We, the bank, lastly undertake not to revoke this guarantee except with the previous consent of TICEL in writing.

This guarantee shall be valid up to(for entire contract period plus 6 months) unless extended on demand by TICEL Notwithstanding anything contained herein before, our liability against this guarantee is restricted to Rs...../- (Rupees.....Only) and it will remain in force till unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before _____, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs /- (Rupees.....Only).

This Bank Guarantee shall be valid up to (for entire contract period plus 6 months) unless this guarantee is extended for further period on demand from Tichel Biopark Limited.

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 thereafter based on the demand from Tichel Biopark Limited.

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

Witness:

For and on behalf of the Bank

Name:

Address:

APPENDIX – C**LETTER OF TRANSMITTAL**

To
The Managing Director
Ticel Biopark Limited
No. 5, CSIR Road Taramani
Chennai – 600 113

Sub: Submission of Techno Commercial Tender for Execution of Electrical & HVAC works for Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

I / We having examined the details given in the Invitation to TENDERERS, we hereby submit the following information and relevant documents.

- a. I/We hereby certify that all the statements, information and data provided in the enclosed formats A to J. And accompanying statements are true and correct to the best of my / our knowledge.
- b. I/We..... have read the instructions appended with the Prequalification document and I/We understand that any contract made between ourselves and TICEL BIOPARK Ltd on the basis of the information given by me / us is liable to be cancelled if any false information is detected at a later date.
- c. I/We have also no objection if enquiries are made on all the projects and work listed by me / us in the accompanying sheets or any other enquiry on the information furnished herewith in the accompanying sheets.
- d. I/We have furnished all information and details as asked for and have no further pertinent information to provide.
- e. I/We submit the requisite certified solvency certificate and authorize TICEL BIOPARK Ltd to approach the Bank issuing the solvency certificate to verify the correctness thereof. I/We also authorize TICEL BIOPARK Ltd to approach individuals, employers, companies, and corporation to verify my / our competency and general reputation.
- f. I/We submit in Format – D the certificates in support of my / our suitability, technical know-how and capability for having successfully completed the work during the last seven years.
- g. I/We also agree that the decision of TICEL Bio park Ltd in the Qualification and selection of TENDERERS will be final and binding upon me / us.
- h. I/We agree TICEL BIOPARK Ltd reserves the right to qualify any TENDERER or to cancel the exercise without assigning any reason for doing so or to incur any liability to any party whatsoever.
- i. I/We agree not to withdraw from the contract after issue of LOA and before signing the agreement. If so, we Tenderer by the condition that Earnest Money Deposit will be forfeited.
- j. I/We have gone through the drawings supplied to us in hard / soft copy and has considered the details in the drawings while arriving at the quoted rates.
- k. I/We agree to produce performance bond within seven (7) days and execute agreement in ten (10) days from the date of LOA.

1. The following are enclosed as enclosures to the letter of transmittal.
 1. Certificate of Incorporation from Registrar of Companies.
 2. Memorandum of Association.
 3. Annual Report /Audited Balance Sheet & Profit and Loss Statement for the past 5 years.
 4. Solvency Certificate from Bankers as specified, current and dated not earlier than three months from the last date for the submission of tender.
 5. Support Certificate from Bankers for Credit facilities available.
 6. Proofs issued by IT Department for the firms having filed Income Tax for the past FIVE years as on 31st March 2025.
 7. Formats 'A 'to Y' with complete details and any certificates other than that listed above.

I / we hereby agree to Tenders by decisions of TICEL BIOPARK Ltd in all matters relating to this Qualification.

Date of Submission

Signature of TENDERER with Seal

APPENDIX – D

INSURANCE CONFIRMATION LETTER

(To be typed on TENDERER’s Letter Head, Signed & Stamped by Authorized Person)

To
TICEL BIOPARK LTD
5, CSIR Road Taramani
Chennai – 600 113

Dear Sir,

Sub: Confirmation of Insurance Policies Contract / Agreement No for Execution of Electrical & HVAC works for Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

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

Waiver of subrogation against its servants, agents, employees, subsidiaries and all other companies in TICEL (Owner) or its representatives 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 TENDERER

By: Title

APPENDIX – E**AFFIDAVIT**

We have submitted Bank Guarantee for the work providing E -Tender for Execution of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

Agreement No. _____ From _____ (Name of the Bank) branch to the TICEL, Limited, Chennai with a view to furnish Performance Bond. This Bank Guarantee expires on ... We undertake to keep the validity of the Bank Guarantee in force by getting it extended from time to time at our own initiative up to a further period of six months or as directed by TICEL.

We also indemnify TICEL, against any losses arising out of non-encashment of the Bank Guarantee if any towards Tender for Execution of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore

Section – 9

Information & Instructions to Applicant and Pre-Qualification Information / Formats

1.0 General

- 1.1 Letter of Transmission and information required for Qualification shall be submitted as per formats attached.
- 1.2 All information called for shall be furnished against the respective columns in the enclosed formats. If the space in the format is insufficient for furnishing full details, separate sheets may be used duly stating the reference to the format and serial number therein. Separate sheets shall be used for each format. If information is furnished in a separate document, reference to the same should be given against respective column(s). If information is 'Nil' it should also be mentioned as "Nil" or "No such case". If any particular query is not applicable to the TENDERER, it should be stated as "Not applicable". However, the TENDERERS are cautioned that not giving complete information called for in the Tender in the form required or not giving it in clear terms or making any change in the prescribed forms may result in disqualification of the TENDERER.
- 1.3 Tender should be submitted in English only.
- 1.4 The Tender Document shall be submitted in typewritten/handwritten form. The TENDERER'S signature and seal of the firm shall appear on each page of the Tender.
- 1.5 Overwriting shall be avoided. Mistakes shall be scored through and corrections incorporated and attested by the authorized signatory. All pages of the TENDER document shall be numbered, signed and submitted in a single cover along with a signed letter of transmittal. (Appendix-C)
- 1.6 References, Information and Certificates from the respective clients certifying for performance and suitability, know-how or capability of the TENDERER shall be signed by the authorized signatory of client.
- 1.7 The TENDERER is advised to furnish any additional information, which they think is necessary for showing its capabilities. No further information will be entertained after submission of Qualification TENDER document unless it is called for by TICEL BIOPARK Ltd.
- 1.8 Documents submitted in connection with the Tender will be treated as confidential and will not be returned.
- 1.9 The cost incurred by TENDERERS in preparing their Tender, in collecting information, in providing clarifications or attending discussions, conferences or in making presentations, site visit etc. in connection with this TENDER will not be reimbursed by TICEL BIOPARK Ltd under any circumstances.
- 1.10 TICEL BIOPARK Ltd reserves the right to reject any or all TENDERS or reduce the scope without assigning any reasons whatsoever and without incurring any liability to whomsoever.
- 1.11 Canvassing or influencing in any form will entail disqualification.
- 1.12 TICEL BIOPARK Ltd reserves the right to approach individuals, employers, companies and corporations to verify TENDERER'S competency and general reputation.

- 1.13 The particulars of the proposed Work given herein must be considered only as advance information and a general guide to assist TENDERERS.
- 1.14 All work shall be done in compliance with Technical Specifications, relevant Indian standard (IS) Codes, International Codes and local bye-laws for this purpose, project schedule with stage wise mile stone mentioned in elsewhere in the Tender Document.

2.0 ELIGIBLE TENDERERS

- 2.1 The Tender made by a partnership firm, shall be signed by all the partners of the firms above their full typewritten/handwritten names and current addresses, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the deed, full names and current addresses of all the partners of the firm shall also accompany the Tender.
- 2.2 The Tender made by a firm shall be signed by Authorized signatory or power of attorney holder but copy of power of attorney /authority to authorized signatory must be enclosed.
- 2.3 The financial Tenders of only those Tenderers, who fulfill the eligibility criteria mentioned in the Tender Inviting Notice, will be evaluated.
- 2.4 Any change in the legal status of a TENDERER subsequent to submission of Tender will be subject to approval of TICEL BIOPARK LTD.

3.0 SUBMISSION OF TENDER DOCUMENTS

- 3.1 To be eligible for Qualification, TENDERERS shall provide evidence to suitability of their meeting the Criteria and furnish details giving their full bio- data, organization, technical experience, tools and equipment's etc. to establish their capacity and competence, and possession of adequate resources to carry out the contracts effectively and for this, the TENDERS submitted shall include the following:
 - 3.2 Letter of transmittal; as in Appendix – B
 - 3.3 Copies of original documents defining the legal status of the TENDERER, its structure and organization, place of registration and principal place of business of the TENDERER in Format–C. They should furnish at least one work executed by them in each year during the past five years to establish that they are in the construction field consecutively for the past five years.
 - 3.4 The qualification and experience of key personnel proposed for the administration and execution of the contract, both on and off site in the format prescribed in Format–D
 - 3.5 Details of Financial Information in Format–G
Details of Plant, Tools & equipment in Format–O
 - 3.6 Details of termination of contract by client, if any, in Format–H
 - 3.7 Details of Status of current litigations, if any in Format–I as at date of Tender.
 - 3.8 Certificates in support of suitability, technical know-how and capability for having successfully completed the work during the last five years under Format–Q).

- 3.9 A detailed description on the approach methodology to the installation technology proposed, schedule and type of equipment to be used, names and responsibilities and detailed qualifications of the proposed Sub Contractors, if any etc.
- 3.10 A detailed description of any method of approach specially devised by the TENDERER to speed up the work.
- 3.11 Current Solvency Certificate or letter of support from the TENDERER'S Banker for an amount of Rs.20 Lakhs (Rupees Twenty Lakhs Only) not earlier than three months from the date of Tender.
- 3.12 Details of cases in which Tenderer is barred or black listed from the Tendering process, if any. Black-listed Agencies' Tender is liable to be rejected.
- 3.13 Reports on the financial standing of TENDERER such as Profit & Loss statements, Balance sheets and Auditor's report for the last Five years. The authenticity of all financial statements, Bank certificates, Certificate of registration / incorporation of company under appropriate laws of the Tenderer's country and all other related documents etc. submitted by Multinational companies must be verified and certified by a leading international accounting firm authorized to operate in India. The certification must state that the financial statements, Bank certificates, documents etc. are authenticated and prepared as per applicable Local laws / standards / practices in the country of Tenderer.
- 3.14 The language of the Contract is in English. All governing laws and jurisdiction shall be as per laws in the State of Tamil Nadu and Laws of India and only courts in Chennai shall have jurisdiction over all matters arising out of or relating to this project.
- 3.15 The tender should be submitted in English only.
- 3.16 All times and dates mentioned in this Tender Notice and application are Indian Standard Time (IST). Indian Standard Time only will be followed for communication and other purposes.
- 3.17 Any deviation from the above said submittal procedures, shall disqualify the tender.
- 3.18 The TENDERERS must provide evidence of having adequate experience. This should include supporting certificates of reports relating to financial, technical and other capability of the TENDERERS.
- 3.19 The TENDERERS are required to make a presentation on their organization, infrastructure, project-scheduling, performance, capabilities etc., upon request from TICEL BIOPARK Ltd.
- 3.20 The TENDERERS shall provide all facilities to TICEL BIOPARK Ltd for verification of the information / details furnished by them for prequalification and also for inspection of their work carried out / in progress if requires.

Supporting Details - Formats

	Formats Details
Format 'A'	Tender Submission
Format 'B'	Articles of Agreement
Format 'C'	Structure & Organization
Format 'D'	Personnel to be Deployed for the Project
Format 'E'	Site Management Staff Qualification & Experience
Format 'F'	Organization Chart & Plan & Equipment Mobilization Schedule, Drawings & Plans for Temporary Facilities
Format 'G'	Financial Information
Format 'H'	Termination of Contract
Format 'I'	Status of Current Litigations
Format 'P'	Details of Similar Work
Format 'Q'	Details for Technical know How
Pre-Qualification Criteria Formats (Formats: U,V,W,Y)	
Format 'U'	Details Required for Satisfying Eligibility Clause No. a
Format 'V'	Details Required for Satisfying Eligibility Clause No. d
Format 'W'	Details Required for Satisfying Eligibility Clause No. b & c
Format 'Y'	Details Required for Satisfying Eligibility Clause No. e
Format 'AA'	Withdrawal of Condition Letter
Format 'BB'	Declaration – Cum – undertaking

FORMAT-A**TENDER SUBMISSION FORM**

To
 The Managing Director
 Ticel Biopark Ltd
 No.5, CSIR Road Taramani
 Chennai – 600113

Dear Sir,

Sub: E-Tender for Electrical & HVAC works for Establishment of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

Ref: Tender Notice No._____ dated_____

We confirm that we have examined the tender documents including drawings, specifications and bill of quantities relating to the execution of the work specified in the memorandum hereinafter set out and having visited and examined the site of the work specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, We hereby offer to execute the work specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Bill of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

Description of work: Execution of Electrical & HVAC works for Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore.

- a. Should this tender be accepted by TICEL BIOPARK Ltd, we M/s 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 BIOPARK Ltd, TARAMANI, Chennai, the amount mentioned in the said contract.
- b. We agree to abide by this tender for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period without any additional cost.
- c. We undertake that, in the event of this tender being accepted by TICEL BIOPARK Ltd, we agree to execute an Agreement after submission of valid Bank Guarantee as below in the form annexed hereto, within 7 days from the date of issue of LOA.
- d. I / We have deposited sum of Rs. _____ /- (Rupees _____ only) as Earnest Money Deposit from _____ Bank. Should I / We fail to execute the contract when called upon to do so, I / We do hereby agree that this sum shall be forfeited by me /us to the TICEL BIOPARK Ltd, Chennai.

If this tender is accepted by TICEL BIOPARK Ltd, we agree to provide a Bank Guarantee from a Nationalized / scheduled bank as performance bond for a sum equivalent to

- 10% of the contract value for the due performance of the contract under the terms of the condition of contract within ten days from the date of issue of LOA.
- e. Unless and until a formal agreement is prepared & executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
 - f. We agree that TICEL BIOPARK Ltd reserves the right to accept / reject any one / all the tenders without assigning any reason thereof.
 - g. Our Main bankers are: (Kindly state Name, Address & Phone No.)
 - i)
 - ii)
 - h. Names of partners of our firm / Directors of our company are: (Kindly state Name, Address & Phone No.)
 - i. The Names of the partner of the firm / Directors of our company authorized to Sign:

Or
 - j. Name of person having power of attorney to sign the contract (certified true copy of power of attorney should be attached) (Kindly state name, address & phone)
 - k. We confirm that we are not terminated / blacklisted / banned by TICEL BIO Park Ltd / its JV or associate companies / related companies or Government of Tamil Nadu / its agencies or any PSU's and currently if the ban is effective as on date of submission of bid. For the purpose of this tender, 'related companies' mean any company promoted by the major promoters of TICEL BIO Park Limited, viz, TIDCO & ELCOT

Yours faithfully,

Signature of Tenderer with Company Seal

FORMAT – B**ARTICLES OF AGREEMENT**

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

ARTICLES OF AGREEMENT made on this..... day of 2026 between TICEL BIOPARK LIMITED having its office at No-5, CSIR Road, Taramani, Chennai –600 113 (Hereinafter called "TICEL" which includes its Successors, Administrator, Executors etc.) represented by its Executive Managing Director, Mr. of the one part and of the other part whose registered office is situated at (Hereinafter called "The Contractor" which includes its Successors, Administrator, Executors etc.) represented by its Managing Director/Director/Authorized official or partner(s) Mr.

WHEREAS the Owner is desirous Establishment of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore (hereinafter called "the work")

TICEL Issues the Tender for the following purpose:

Execution of Clean Room facility for Advanced Bio Process Equipment Facility in existing TICEL Phase-III building (G+13 Floors), Coimbatore

AND WHEREAS the contract documents provided in the said Tender have been duly signed by TICEL BIOPARK LIMITED & Contractor;

AND WHEREAS the contractor in response to said tender, submitted their bids for providing the aforesaid material / service issued in Tender No. _____ (Hereinafter "said tender") & TICEL has awarded to M/s..... as theContractor for such services with effect from AND WHEREAS the Contractor has furnished Bank Guarantee as follows:

Bank Guarantee for a sum of Rs..... (Rupees) vide No...drawn ondated, valid for up to (contract period including DLP plus claim period of 6 months) and the same shall be extended in the manner as mentioned in the Contract Documents;

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

AND WHEREAS the said contract documents and Contract Bills have been duly signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions mentioned herein carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.

The Owner will pay the Contractor the said contract amount Rs.....(Rupees Only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable

hereunder at the times and in the manner specified in the said Conditions.

The contract documents, conditions thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

The agreement and contract documents shall form the basis of this Contract

This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but is a Contract to carry out the work as detailed in the said Tender in respect of provision for the above mentioned work / systems at Ticel Biopark Building complex and its services & Facilities to be paid in accordance to actual service / material performed / delivered and work done at the lump sum rates contained in the Schedule of Quantities or as provided in the said Conditions.

The Owner reserves the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by the Owner on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Owner. The Contractor will only be paid for the actual services performed and work done payable at the accepted unit rates.

Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work from the date of acceptance / awarded letter issued by TICEL BIOPARK LTD as provided for in the said conditions and to complete the entire work within the stipulated period or the extended period as granted by the owner.

All payments by Owner under this contract will be made only through banking Channel at Chennai in Indian Rupees.

Except as in the circumstances/manner below, all disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to resolve the same.

On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operations or effect of this contract or the validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall as soon as practicable but not earlier than 3 months give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and conciliation Act 1996 as amended time to time. The dispute or difference shall be referred to the Sole Arbitrator appointed in accordance with the direction of the Managing Director of Ticel Biopark Ltd and the Contractor shall not raise any objection in this regard. The governing law shall be the laws in State of Tamil Nadu and India, as applicable. The Venue of Arbitration shall be in Chennai.

Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai only.

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual:

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

If the Contractor is a Company:

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

Signature Clause

SIGNED AND DELIVERED by the Owner M/s. TICEL BIOPARK LTD by hand of its Managing Director	SIGNED AND DELIVERED by the Contractor M/s..... by hand of its
Signature	Signature
Name and Designation	Name and Designation
Address WITNESSES	Address WITNESSES
1. Signature	1. Signature
Occupation	Occupation
Address	Address
2. Signature	2. Signature
Occupation	Occupation
Address	Address

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

In case of company, if the signatory of the Contractor is other than Managing Director, the same should be in accordance with Articles of Association of the company. If so, a copy of the certified Resolution and Articles of Association evidencing the Authorized Director/officials should be provided.
 In case of Authorized Signatory Being Power of Attorney (POA), a certified Copy of POA should be provided and should sign and delivered by the Contractor by the hands of Shri And duly constituted Attorney.

FORMAT – C**STRUCTURE AND ORGANISATION (TENDERER)**

Details required	To be filled by the Tenderer (Lead Member)	To be filled by the Tenderer (Other Member)
Name of the Tenderer's Company		
Nationality of Tenderer		
Establishment of the Company		
i) Year		
ii) Location		
The Tenderer is a company (Please enclose attested copy of registration/ incorporation under appropriate laws of the Tenderer's country)	Yes / No Enclosed/ Not enclosed	Yes / No Enclosed/ Not enclosed
Address of the Tenderer:		
Registered Office Address		
Telephone Number Fax Number E-mail Address Website		
Local office address:		
Telephone Number Fax Number E-mail Address		
Office address through which this work will be handled and name of officer in-charge. Telephone Number Fax Number E-mail Address		
If the Tenderer is a Multinational Company, please furnish the following:		

Whether the foreign company has an office in India? If so, give the following details:		
Year of Establishment		
Location:		
Name of the Contact Person:		
Telephone Nos.:		
Fax No.:		
Email:		
Please mention the nature of Indian office. If so, please provide the details whether marketing, liaison, capable of undertaking complete project in India etc.		
Whether company has executed /currently executing / Tender for any project in India? If so, please furnish following details:		
Name of the Client:		
Name of the Project: Location of the Project:		
Nature of Project:		
Nature of Contract:		
Project Duration:		
Project value:		
The Tenderer has to furnish a detailed note on how it will handle the project in India, if successful Tenderer, in terms of (i)Finance, (ii)Manpower,		

iii) Administration	Nos.	Nos.
iv) Financial	Nos.	Nos.
v) Quality Control and Quality Assurance Engineer	Nos.	Nos.
vi) TICEL's Designated Officer	Nos.	Nos.
vii) Industrial Relations Officer	Nos.	Nos.
viii) Supervisors	Nos.	Nos.
ix) Foreman	Nos.	Nos.
x) Skilled Labors	Nos.	Nos.
xi) Un Skilled Labors	Nos.	Nos.
xiii) Others (to specify)	1. Nos. 2. Nos. 3. Nos.	1. Nos. 2. Nos. 3. Nos.
xii) Apprentices / Trainees	Nos.	Nos.
i) How many years has your Company been in business of similar work under its present Name & Address.YearsYears
ii) Whether any new fields were added in your Company? and if so,	1.	1.
when and in what fields?	2.	2.
	3.	3.
Area of business activities other than construction work, if any. (If yes please furnish specific information).	Yes / No	Yes / No

<p>Whether registered with any Government / Public Sector Undertaking / Local bodies like CPWD / MES / PWD or equivalent applicable in the Tenderer's country.</p> <p>If yes, please furnish details class and type of Registration.</p>	<p>Yes / No</p> <p>1.</p> <p>2.</p> <p>3.</p>	<p>Yes / No 1.</p> <p>2.</p> <p>3.</p>
<p>Registration Details:</p> <p>i) Sales Tax Registration No or equivalent applicable in the Tenderer's country & Valid up to</p> <p>ii) PF Registration No or equivalent applicable in the Tenderer's country & Valid up to</p> <p>iii) ESI Registration No or equivalent applicable in the Tenderer's country & Valid up to</p> <p>iv) Service Tax Registration No or equivalent applicable in the Tenderer's country & Valid up to</p>		
<p>Whether adequate and satisfactory evidence to indicate financial capacity of the organization to</p>	<p>Yes / No</p>	<p>Yes / No</p>
<p>undertake the said construction work is enclosed.</p>		
<p>Do you have plans for sub-contracting the work including specialized nature of building / infrastructure work?</p> <p>If yes, please specify the quantum of contract in terms of percentage of work.</p> <p>Also, please furnish the value of work sub-contracted in</p>	<p>Yes / No</p> <p>%</p> <p>Rs.....</p>	<p>Yes / No</p> <p>%</p> <p>Rs.....</p>

various work. Details of credentials of the Sub-Contractors proving their ability to handle the component of this project.		
Do you have R & D Department? If yes, give details.	Yes/ No	Yes / No
i) Do you have and adopt Quality Control and Quality Assurance Manual?	Yes / No Enclose QA Plan	Yes / No Enclose QA Plan
ii) Is your company an ISO certified Company?	Yes / No	Yes / No
If yes, please furnish the ISO certification no.		
ii) Do you follow Quality Assurance System as per the appropriate ISO series of standards?	Yes / No	Yes / No
i) Do you have and follow Safety Manual? If yes, please give details of health and safety facilities available with you.	Yes / No Enclose Environmental Health and Safety Plan.	Yes / No Enclose Environmental Health and Safety Plan.
ii) Was there any major, fatal accident during execution in the last five years? If yes, furnish Details.	Yes / No	Yes / No
iii) Whether corrective action taken immediately and first-aid facilities provided in the site?	Yes / No	Yes / No
Proposed Methodology:	Enclose Statement	Enclose Statement
i) Whether the Programming and planning plan will be prepared in the form of Pert Chart or Bar Chart?	Yes / No	Yes / No
ii) Whether the coordination plan & report plan will be	Yes / No	Yes / No

prepared in the standard format?		
iii) Whether the technically qualified	Yes / No	Yes / No
Sub-Contractors are engaged to carry out the work?		
iv) Please specify method for control and management of Sub-Contractors.	Yes / No	Yes / No
Were you ever required to suspend work for a period of more than three months continuously after you started? If yes, please furnish the name of project and reasons thereof.	Yes / No. 1. Name of Project: Reasons 2. Name of Project: Reasons	Yes / No. 1. Name of Project: Reasons 2. Name of Project : Reasons
Were any penalties imposed for delays on the completion of the project? If yes, please furnish the name of project and reasons thereof.	Yes /No. 1. Name of Project: Reasons 2. Name of Project : Reasons	Yes / No. 1. Name of Project: Reasons 2. Name of Project : Reasons
Have you ever left the work awarded to you incomplete? If yes, please furnish the name of project and reasons thereof.	Yes /No. 1. Name of Project: Reasons 2. Name of Project : Reasons	Yes / No. 1. Name of Project: Reasons 2. Name of Project : Reasons
Were any penalties imposed for delays on the completion of the project? If yes, please furnish the name of project and reasons thereof.	Yes /No. 1. Name of Project: Reasons 2. Name of Project : Reasons	Yes / No. 1. Name of Project: Reasons 2. Name of Project : Reasons
Was there any termination of Contracts by the Employer? If yes, please furnish the details.	Yes /No. 1. Name of Project: Reasons 2. Name of Project: Reasons	Yes / No. 1. Name of Project: Reasons 2. Name of Project : Reasons
Litigation initiated by the Company and against the Company if any?		

i) Whether cases of litigation proceedings have arisen in your projects during the last three financial years?	Yes / No	Yes / No
ii) If Yes, How many cases of litigation arisen during the last three financial years?	Nos.	Nos.
iii) Furnish the details of the highest claim of Litigation during the last three financial years.	Rs.	Rs.
iv) If the Tenderer is a multinational company, please furnish the litigation history initiated by the Company and against the company in India, if any		
Arbitration :		
i) Whether cases of arbitration proceedings have arisen in your projects during the last three years?	Yes / No	Yes / No
ii) If Yes, how many cases of arbitration arisen during the last three years. Furnish name of work, name of the Client, cost of work, amount of claim.	Nos.	Nos.
iii) Furnish the details of the highest claim of arbitration during the last three years.	Rs.	Rs.
Details of the Banker		
Name of the Banker		
Contact person		
Office Address		
Telephone Number		

Fax Number		
Are you a Recipient of any Award in appreciation of your work? If yes, please furnish the details	Yes / No	Yes / No
Please give at least three references of Clients (Engineers, Engineering Consultants or top Officials of Organization) for whom you may have executed Supply and - Related System Work- of importance and similar nature from whom TICEL BIOPARK LTD can verify.	Name: Designation: Company: Name: Designation: Company: Name: Designation: Company :	Name: Designation: Company: Name: Designation: Company: Name: Designation: Company :
Any special information, which you may like to provide.		
Place :	Signature of the Tenderer	Signature of the Tenderer
	Common seal of the Company	Common seal of the Company
Date:	Office Address	Office Address

FORMAT D**KEY PERSONNEL TO BE DEPLOYED FOR THE PROJECT**

Sl. No.	Details required	To be filled by Tenderer
A	Managerial Level – General	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
B	Managerial Level – Technical	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
C	Managerial Level – Administration & Finance	
1	Individual's Name	

Sl. No	Details required	To be filled by Tenderer
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
D	Managerial Level - Quality Control and Quality Assurance	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
E	Managerial Level - TICEL's Designated Officer & Industrial Relation Officer	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	

Sl. No	Details required	To be filled by Tenderer
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
F	Managerial Level – Planning	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Tenderer	
7	Language known	
8	Name two recent works and nature of involvement of the person	
Note:	1) CV of each of the above key personnel and details of their experience should be included in the submission. (*)	
	2) Organization Chart (both office and site) specific for this project for all the divisions of work (Main works & Direct Sub works) as an Annexure to this format must be attached.	
Place :	Signature of the Tenderer	
Date :	Common seal of the Company	

FORMAT – E

TENDERERS Site Management Staff

Tenderers must enter below the name, qualifications and experience of their key full time site personnel for the project

Sl. No.	Name	Qualification	Position	Experience	Period available in the Tenderer's company

Signature of Tenderer

ORGANIZATION CHART

[SUBMITTAL LIST: TENDER SHALL BE ACCOMPANIED BY FOLLOWING INFORMATION] TENDERERS ORGANISATION CHART, PLANT AND EQUIPMENT, MOBILISATION SCHEDULE, DRAWINGS AND PLANS FOR TEMPORARY FACILITIES ETC.

The Tenderer shall submit the documents with full details on the following subjects along with the Tender.

The evaluation of Tender will take into consideration the following detailed information provided by the Tenderer.

Sl. No.	Description	At Head Office	At Work Site
1	Organization Chart (Pyramid type)		
2	CV of Senior & Supervisory Staff		
3	List of Plant and Equipment (Description, Year of Manufacture, Capacity, Present Condition, Owned or hired, availability for the work etc.		
4	Mobilization Schedule		
5	Staff- Technical & Administrative		
6	Labour		
7	Material procurement Plan		
8	Drawings & plans for temporary facilities		
9	Workshops/Fabrication yards		
10	Warehouse Facilities		
11	Water Plan		
12	Power Plan		
13	Execution Plan to suit the schedule of the client		
14	Quality Control Plan(at procurement & execution stages)		
15	Co-ordination Plan with all other agencies, subcontractors, Owner's representatives including review/reporting systems/periodic & regular internal meeting schedules		

FORMAT – G**FINANCIAL INFORMATION**

S.No.	Description	Details to be Filled in by Tenderer
A	Annual Turnover in the last Five financial years (In INR)	
1	Year: 01st April 2020 – 31st March 2021	
2	Year: 01st April 2021 – 31st March 2022	
3	Year: 01st April 2022 – 31st March 2023	
4	Year: 01st April 2023 – 31st March 2024	
5	Year: 01st April 2024 – 31st March 2025	
B	Financial Information (In INR)	
I	Year: 01st April 2020 – 31st March 2021	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
II	Year: 01st April 2021 – 31st March 2022	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
III	Year: 01st April 2022 – 31st March 2023	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	

	g. Net worth	
	h. Working Capital	
IV	Year: 01st April 2023 – 31st March 2024	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
V	Year: 01st April 2024 – 31st March 2025	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
C	Solvency Certificate (In INR)	
	a. Name of Banker with address	
	b. Date of Certificate	
	c. Amount	
D	Credit facilities available to Tenderer – Fund and non-fund based such as Cash Credit, working capital term loans, LCs and Bank Guarantees - Banker's or Bankers' Letter must be produced - (In INR Millions)	
	a. Name of Banker with address	
	b. Date of Letter of Support	
	c. Amount	
E.	Tenderer's Financial resources for this project	
	a. Own resources	
	b. Banker's or Bankers' credits	
F.	a. Approximate total value of on-going work	
	b. Total Value of work to be completed as of now 1) The Tenderer should furnish the value of work to be completed as of now along with break-up details of each work in the Proforma enclosed with this Format-C.	

	2) The Tenderer has to ensure that the list of work covered in this Proforma should be same as the ones listed in Format - E (List & details of Ongoing work) with Proforma of each work.	
G.	Anticipated total value of new work for the next financial year i.e.	
Place:		Signature of the Tenderer
Date:		Common Seal of the Company

FORMAT – H**DETAILS OF TERMINATION OF CONTRACT BY PREVIOUS CLIENT IN THE PAST, IF ANY**

Particulars	To Be filled by the Tenderer (Lead Member)	To Be filled by the Tenderer (Other Member)
Name of work		
Name of the Client		
Value of Contract in INR Millions		
Period of Contract		
Terminated at what stage		
Reasons / grounds for Termination		
Approx. value of work completed at the time of termination in INR Millions		
Approx. value of balance work not completed in INR Millions		
Remarks		

Place:**Signature of the Tenderer****Date:****Common seal of Company**

FORMAT – I**STATUS OF CURRENT LITIGATIONS, IF ANY**

The TENDERER is required to disclose as part of Tender submission all cases filed against the TENDERER in any Court of Law in any country. The TENDERER shall give the information in the following format in separate sheets for each litigation as applicable:

General Information	To Be filled by the Tenderer (Lead Member)	To Be filled by the Tenderer (Other Member)
Name of the Petitioner		
Name of the Court in which case has been admitted.		
Name / designation of the Presiding Authority of the Court		
Date of Filing of the case and date of Admittance of the case.		
Expected date of next hearing		
Has hearing already commenced? If so, when was the last hearing?		
Name & Address of the TENDERER'S Counsel		
Name & Address of the Petitioner's Counsel		
Current status of the litigation – Whether any interim injunction or injunction award has been given. If so, give the details?		
Has any appeal been filed against any interim injunction or such award?		
Value of litigation / damages claimed / out standings and disputes, as per the Petitioner		
Any arrest warrant or any property attachment the or insolvency proceedings or such decree issued against TENDERER? Give the details.		

Place:
Tenderer

Signature of the

Date:

Common seal of the Company

Financial Value of Dispute / Claim / Damages:

The TENDERER should furnish the sum total of claims / damages involved, on account of the litigations currently in operation.

Net Worth:

- 1 The TENDERERS shall also furnish the net worth of the Company for each of the last three years duly certified by a registered Chartered Accountant.
- 2 The TENDERERS shall furnish the percentage of the total sum of disputes / litigations / claim, currently under litigation in proportion to the average net worth of the Company for the last three years.

Status of the TENDERER'S Legal Status on account of the Litigation:

The TENDERERS shall furnish information whether the litigation in question affects / threatens the fundamental existence / operation of the company (For Eg: insolvency, decree of criminal nature etc.)

Nature of Submissions:

1. The submissions from the TENDERER in response to the above question shall be in the form of a statement signed by the authorized signatory on behalf of the TENDERER, who shall hold the Power of Attorney to sign such documents. The Power of Attorney documents shall also be attached.
2. The statement submitted and signed by the Power of Attorney holder shall also be countersigned by the Company Secretary of the Company with official seal.

Note:

- 1 TICEL BIOPARK LTD., or his authorized representatives reserves the right to verify any part of the information furnished by the TENDERER in the above statements without any prejudice to the terms and conditions of the Contract. The TENDERER is deemed to have given his consent for the right of verification by the TICEL BIOPARK LTD or his authorized representative when the TENDERER submits the above statements.
- 2 If it comes to the notice of the TICEL BIOPARK LTD., that the TENDERER has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of TENDERS lead to the decree by the Court of Law against the TENDERER, the TICEL BIOPARK LTD., reserves the right to nullify the Qualification and to disqualify the TENDERER. If such information becomes available to the TICEL BIOPARK LTD., prior to issue of Letter of Intent, the TENDERER will be disqualified and will not be considered for award of work. If such information comes to the knowledge of the Client after the award of work, TICEL BIOPARK LTD., reserves the right to terminate the Contract unilaterally at the total cost and risk of the TENDERER and such action would include but not Ltd to forfeiture of all deposits, guarantees etc. furnished in any form. TICEL BIOPARK LTD., will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees submitted, including invoking of the Performance Bond.

- 3 The entire work executed up to the stage of such termination including materials procured and delivered at site will be taken over by TICEL BIOPARK LTD and adjusted towards any payment due, as per contract conditions. TICEL BIOPARK LTD., can thereafter arrange for a Tendering process for completion of the balance work, for which any additional financial burden to be met by TICEL BIOPARK LTD., will also be recovered from the TENDERER, who has been terminated, without prejudice to the other rights of TICEL BIOPARK LTD., under the Contract.

Place:

Signature of the Tenderer

Date:

Common seal of Company

FORMAT – P

CERTIFICATES – DETAILS OF SIMILAR WORK

Sl. No.	Description	Year of Completion	Name of the Project	Description Rating etc.,	Source of Equipment	Special Features

Signature of TENDERER

FORMAT – Q**CERTIFICATES – DETAILS FOR TECHNICAL KNOW HOW**

Enclose Certificates in support of suitability, technical knowhow and capability for having successfully completed similar nature of work in the last Five year with client's certificates.

Also furnish the following details of the enclosed certificates.

Sl. No.	Name of Work	Period	Name of Client/Owner

Signature of TENDERER

FORMAT – U**PRE-QUALIFICATION CRITERIA****DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE No. a**

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of executing Electrical & HVAC 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, 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 to satisfy eligibility clause No. a

Sl. No	Year	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)	Submitted
1.	2020-21		Yes / No
2.	2021-22		Yes / No
3.	2022-23		Yes / No
4.	2023-24		Yes / No
5.	2024-25		Yes / No

Signature of TENDERER with Official Seal

PRE-QUALIFICATION CRITERIA**DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE No. d**

Annual Turnover of minimum Rs.37 Lakhs by the legal entities /Firm/Company in any one of the last three Financial Year 2022-23, 2023-24 & 2024-25. Tenderer should submit the copy of the auditor's certificate on turnover as part of technical bid to so satisfy Eligibility Clause No. d

Sl. No	Year	Annual Turnover from related works	Name of the Project	Value in Indian Rupees
1.	2022-23			
2.	2023-24			
3.	2024-25			

Signature of TENDERER with Official Seal

FORMAT-W**DETAILS REQUIRED TO SATISFY THE ELIGIBILITY CLAUSE No. b & c**

Sl. No	Description	One Similar works	2 nd Similar works	3 rd Three Similar works
1	Year of work for PQ			
2	Name of the Client			
3	Nature and Scope of Work			
4	LOA Date			
5	Agreement Date			
6	Period of Contract			
7	Value of the Work			
8	Date of Works Completion			
9	Any Other Details			
10	Area of completed project			

Letter of Award (LOA) or Agreement executed details & Work Completion Certificate from the client to satisfy Eligibility Clause No. b.

Signature of TENDERER with Official Seal

FORMAT-Y**PRE-QUALIFICATION CRITERIA****DETAILS REQUIRED SATISFYING ELIGIBILITY CLAUSE No.e**

The bidder should produce Banker's Solvency Certificate for value of Rs._19 Lakhs from Nationalized/Scheduled Bank obtained not earlier than Three Months from the Last Date for Submission of Tender (as prescribed in Tender Documents)

BANKER'S SOLVENCY CERTIFICATE FORMAT

To
The Managing Director
Ticel Biopark Ltd
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 up to 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

Signature of TENDERER with Official Seal

FORMAT-AA

WITHDRAWAL OF CONDITIONS LETTER

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

Dear Sir,

E-Tender for Electrical & HVAC works for Clean Room Facility for Advanced Bio Process Equipment facility

We hereby confirm that our offer TICEL Issues the e-Tender for the following purpose: E-Tender for Electrical & HVAC works for Clean Room Facility for Advanced Bio Process Equipment facility in existing TICEL Phase-III building (G+13 Floors) at Coimbatore, Bill of Quantities and subsequent pre-Tender meeting minutes. Our offer does not deviate from any of the Technical and Commercial requirement of the Tender documents. We hereby agree to withdraw all conditions/deviation in case any such conditions / deviations have been specified by us in the technical or price Tender which have either direct or indirect impact on the price quoted. Thanking and assuring you of our best services at all times.

Yours faithfully,

FORMAT -BB**On Rs.20 Stamp Paper****DECLARATION – CUM – UNDERTAKING**

We,.....pursuant to our Tender submission on ----- towards E-Tender for Electrical & HVAC works for Clean Room Facility for Advanced Bio Process Equipment facility in existing TICEL Phase-III building (G+13 Floors) at Coimbatore in complete compliance with the tender documents, drawings, specifications, Bill of Quantities and subsequent pre tender meeting minutes. Our offer does not deviate from any of the Technical and Commercial requirement of the Tender documents. We hereby agree to withdraw all conditions/deviation in case any such conditions / deviations have been specified by us in the technical or price Tender which have either direct or indirect impact on the price quoted. Thanking and assuring you of our best services at all times.

We further declare that, in case the contract is awarded to us, and at a later date any of the above certificates, agreements, information and other details are found to be false or incorrect, Tichel Biopark Ltd., has full rights to terminate the Contract with immediate effect, without any notice and without assigning any reason therefore, besides initiating actions such as forfeiting the Earnest Money Deposit, invoking the Performance Bank Guarantee etc.

We further undertake that in the event of such termination, we would indemnify Tichel Biopark Ltd., against the consequential losses, damages etc., as claimed by Tichel Biopark Ltd., for having furnish such false/incorrect certificate, agreements, information and other details.

Place:**Signature:****Date:****Name:****Designation:**

Section – 10**Supporting Details- Annexure**

Annexure Details
Annexure 'A' - Meteorological Details of Site
Annexure 'B'- Quality Assurance
Annexure 'C'- Coordination Procedure
Annexure 'D'- Work Method Supply & Plan
Annexure 'E'- Schedule Conditions

Annexure – “A”

Meteorological Details of the Site

1. Location: TICEL BIOPARK LTD
Marudhamalai Main Road,
Somayampalayam Village,
Anna University Campus,
Coimbatore – 641 046
2. Latitude Longitude: 11.040468698836595, 76.88497949070089
3. Temperature Summer: 42 degree C, Winter: 20 degree C
4. Rainfall – (June to November)
5. Wind Speed: 50 Mtrs / Sec as per IS code 800

Annexure – “B”**QUALITY ASSURANCE****1. Quality Control**

TENDERER shall be responsible for producing a Quality Control Procedure for implementation. The procedure shall contain inspection report forms and test report forms to record the quality of the materials and workmanship, in accordance with the requirement of the Contract. The Procedures shall only be implemented with the approval of Owner.

TENDERER shall be responsible to implement the Quality Control Procedure and shall be responsible for preparing the weekly Quality Control Reports, two copies of which together with all corresponding test and inspection report forms, shall be transmitted to Owner.

2. Quality Assurance

TENDERER shall be responsible for producing and implementing a Quality Assurance Plan to ensure that inspection and testing of the WORK are carried out in accordance with the relevant provisions of the Contract.

3. Testing

Testing shall be in accordance with the requirements of the Contract. A full formal record shall be kept by the TENDERER. The TENDERER shall inform Owner At least Twenty-Four (24) Hours in Advance of all tests requiring witnessing so that TICEL (Owner) or its representatives can be present for the test.

4. General

Owner shall have the right to inspect at all times any tools, instruments, Materials, Staging, or Equipment used or to be used in the performance of the Work. The TENDERER shall make all parts of the WORK accessible for these inspections.

5. Rejected Work and Equipment

Owner shall have the right to condemn any and all Tools, Instruments, Materials, Staging, Equipment or work which does not conform to Specifications. Any defective work not conforming to Specification shall be rectified by the TENDERER at no additional cost to Owner.

Annexure – “C”**CO-ORDINATION PROCEDURE**

This procedure outlines various responsibilities of Representative(s) nominated by Owner and TICEL (Owner) or its representatives for the Contract. The TENDERER shall carry out proper execution of the services under the Supervision of TICEL (Owner) or its representative(s).

1. Communication

English Language will be used for all purposes.

All written communication shall be done at site level directly between TICEL (Owner) or its representatives. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.

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

TICEL (Owner) or its representatives shall prepare and issue Minutes of all Meetings and shall be responsible for obtaining approval of these minutes from Owner prior to release within two (2) working days of the meeting.

2. Comprehensive Maintenance and Repair Work Procedure

The TENDERER must set up services procedures in practice which is to be followed strictly and shall arrange for a meeting every week with TICEL (Owner) or its representatives and prepare, submit the minutes of meeting to TICEL (Owner) or its representatives.

Owner has the sole right to revise the services procedure as per the requirements and the TENDERER is obliged to follow the same.

TENDERER may propose improvements to the set-up services procedures for consideration of TICEL (Owner) or its representatives.

3. Site Instructions

Instructions shall be confirmed, in writing, using a numbered site instruction, and signed by TICEL (Owner) or its representatives.

4. Permits / Permissions

Day to day Comprehensive maintenance activities like Job Request, PPM, Break Down and Schedule activities permits to be made before starting the job. Permissions for hot and cold permitted be obtained as per procedure followed in TICEL.

5. Security Passes

TICEL (Owner) or its representatives may issue required passes to the TENDERER's staff assigned to this contract as situation warrant at any point of time. Any delay or expense incurred, resulting from securing passes from the TICEL (Owner) or its representatives shall not entitle TENDERER to any claim for extension of mobilization time or additional Payments.

Annexure – “D”**TENDERER's PROPOSED WORK METHODS, SUPPLIES AND PLAN**

a. The TENDERER shall be required to prepare and submit a detailed description of the arrangements, sequence and methods of service performance proposes to adopt for the execution of the SERVICES. Tools and tackles and calibration instruments and multimeters and tong testers, crone tools crimping tools and required test measured equipment's are the contractor scope and all time to be availed in site.

b. Owner at his sole discretion shall ask at any time for changes in the TENDERERs anticipated work sequence due to operational and maintenance requirements. Such change in work sequence shall not entitle owner to any additional reimbursement in any manner.

c. TENDERER shall be required to submit for Owner approval a schedule of materials that shall be utilized for the above SERVICES. This information shall be submitted with full identification of specific Manufacturer's products together with their catalogues.

d. TENDERER shall be required to submit for Owner approval a detailed mobilization Plan and a detailed manpower deployment schedule with details of manpower assigned to each task. All comments by Owner will be incorporated and executed at no extra cost to Owner.

e. Over and above the Liquidated Damages (not as penalty) specified elsewhere for failure to perform and fulfill this contract, the Owner reserves the right to impose lump sum monthly deductions from the amounts payable to the TENDERER in the event of failing to employ the promised number of technical / managerial / administrative manpower. For this purpose, the schedule of manpower histogram and organization chart to be submitted by the tenderers for each package or such modifications mutually agreed to between the two parties prior to issue of work order will be taken as the bench mark. Deductions will be made in proportions to the level of staff not so engaged at a scale considered reasonable by the Owner. Such deductions will be made for the duration for which under staffing persists. Owner's decision on this matter will be final and binding on the TENDERER.

Annexure – “E”**SCHEDULE CONDITIONS**

- i) The contractor will provide any and all safety equipment required to ensure that its staff is able to carry out the Work without risk of injury or death to themselves or any other person within TICEL BIOPARK or risk of damage to any part of the fabric of the building or installations within the building.
- ii) The Contractor will attend to any complaints regarding the Contractor's performance of the work that may be made by the Owner.
- iii) The Contractor will meet all of its liabilities or obligations as an employer under various Indian Government, Tamil Nadu State Government and other statutory authorities.
- iv) Any employee of the Contractor employed by the Contractor to carry out any part of the Work shall at all times remain an employee of the Contractor only and that nothing in the contractual relationship between the Contractor and the Owner will create an employer, employee relationships between the Owner and any such employee of the Contractor
- v) In carrying out the Work the Contractor shall be permitted to make use of water and electricity supplies in the building provided that at all times the Contractor will ensure that such services are used as efficiently and economically as possible.
- vi) The Contractor will not sublet or subcontract any part of the Work without prior written consent of the Owner, which consent, may be withheld at the absolute discretion of the Owner.
- vii) The Contractor will be an independent contractor and not an employee of the Owner.
- viii) The Contractor and its servants and agents shall at all times abide by any rules and regulations that the Owner may from time to time apply to any occupant or other visitor to TICEL BIOPARK.
- ix) The Contractor will effect and maintain insurance policies to necessarily cover all its staff (temporary or permanent) sufficient to meet all of its obligations as may reasonably be required by the Owner to keep the Owner indemnified against all such risks.
- x) The Contractor shall be responsible for maintaining all working areas in safe conditions and ensuring that all its employees follow appropriate safe work practices.
- xi) The contractor's representative will inform the Owner promptly of any major fault occurring in any of the Integrated Building Management system from time to time during operations, besides taking remedial measures immediately.

xii) The Owner shall direct the Contractor to remove any employee, with prior consultation.

xiii) The Contractor shall submit periodical reports as required by the owner for preparation of management information reports to the Owner.

xiv) Any breakdown, loss of material or damage to the Plant as a result of negligent activity on the part of the Contractor shall be deemed to be unsatisfactory performance and must be immediately repaired to the proper condition.

xv) Nothing in this contract shall be construed as creating any partnership or joint operation between the Owners.

xvi) The Contractor may not assign the Contract and no portion of the contract shall be given on sub-contract without the written consent of the owner.

xvii) The Owner may assign the Contract, in case where the work of the present contractor is not to the standards and will be at liberty to cause to stop further work by the contractor and appoint a new contractor to carry out the work.

xviii) The Contractor in performing its obligations under this Contract shall at all times maintain proper business standards, procedures and controls to avoid any real or apparent impropriety that might affect adversely or conflict with the interests of the Owner.

xix) The Contractor shall report all accidents or injuries to its staff that occur within the building and that require medical attention, immediately to the owner and to any government authorities as may be required by Applicable Law.

xx) The Contractor shall keep and cause its Employees to keep confidential any technical information, data or other information concerning the business plans or activities of the Owner and their affiliates which may be made available to the Contractor and / or its employees by the Owner as a result of carrying out the work by the Contractor and its employees.

xxi) The Contractor shall not to carry or any unlawful activity.

xxii) Not to employ any personnel below the age of 18 years

xxiii) Any dispute whatsoever arising out of or in connection with the contract shall be referred to and settled under terms of the relevant Arbitration Act.

xxiv) Neither party shall be deemed to be in default of its contractual obligations whilst the performance thereof is prevented by the "Force Majeure Conditions" and the time limits laid down in this agreement for the performance of such obligation shall be extended accordingly wherever applicable.

xxv) Upon the occurrence of any such contingency, the party suffering from shall give notice within one day to the other party in writing. Similarly, cessation of "force-Majeure condition" shall be given in writing by affected party to the other party.

xxvi) Force-Majeure shall include acts of God like earth quake, floods, Fire etc. acts of war, strike, lockouts, civil commotion etc.

xxvii) The contractor shall perform all its services under this agreement and shall also take instructions and directions from the Owner in performance of their duties.

xxviii) The Contractor warrants that it has sufficient competent Employees to carry out the Work.

xxix) The Contractor further warrants that it and its employees are under no obligation inconsistent with provisions of the Contract or which impose any restriction on the Contractor' performance of its obligation under this Agreement.

xxx) The Contractor shall maintain and preserve, in accordance with generally accepted accounting procedures, documentation and data (including but not limited to written and electronic records, books of account, correspondence, plane, memorandum, receipts, and documentation related system, and controls) pertaining to the performance of Services hereunder. This is without prejudice to the rights of the contractor to confidentiality.

xxxi) In case where faulty or incomplete work are discovered that can only be rectified after the end of the term, then the contractor will rectify these out at the earliest.

xxxii) All notices, requests, demands or other communication required or permitted to be given under this Contract will be in writing and will be considered delivered when mailed by certified mail, return receipt requested, or delivered in person or by facsimile with delivery confirmation to the party to whom it is to be given at the address given earlier in this Contract.

xxxiii) Any waiver by either party of a particular breach or default by the other party, or of a particular failure of performance under any provision of this Agreement by the other party, will not constitute a waiver of any other provision of this Agreement, or of subsequent performance of the same provision. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be a waiver, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section – 11

HAND BOOK ON HEALTH AND SAFETY AT WORK

1. Introduction

This document defines the operations undertaken by TENDERERS and Sub-Contractors on Project premises, which can give rise to hazards to those engaged in the work and others who 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, TENDERERS and Sub-Contractors must know their duties under common law, both for establishments, and their own employees and to conduct their business and methods of work to conform to the best practices.

Before the Owner, allows any contracting or sub- contracting firm to carry out work on its premises, the Owner insists that TENDERERS 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 TENDERERS 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 CLIENT AND TENDERERS 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.

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

2. Rules for General Operations

ACCESS:

Nothing shall be done or omitted to be done by TENDERERS 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 TICEL's Designated Officer.

-access for emergency apparatus, such as FIRE PROTECTION equipment.

-TENDERERS and Sub-Contractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times.

ACCIDENT AND INCIDENT REPORTING:

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the TICEL's Designated Officer at site.

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

TENDERERS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:

All TENDERERS and Sub-Contractors tools and equipment's must comply with statutory regulations and approved codes of practices.

HAZARDOUS MATERIALS:

The TENDERER must inform the TICEL's Designated Officer, prior to commencement of work, procurement of materials connected with the contract work of a hazardous nature. The TENDERER will have to secure storage for any such material.

DUST AND FUME CONTROL:

TENDERERS and Sub-Contractors must inform the TICEL's Designated Officer at the Project site of all processes producing dust or fumes, and under the conditions as laid down in the relevant Act of Government the safety precautions are to be fulfilled.

FIRE HAZARDS AND PRECAUTIONS:

When at site, all fire regulations, as well as regulations under relevant Sections of the relevant Act of Government of must be observed at all times.

MACHINERY SAFETY:

TENDERERS and Sub-Contractors working at the Project site 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 TICEL's Designated 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 relevant Act must be followed:

HOUSE-KEEPING:

The House-keeping standards employed by TENDERERS and sub-TENDERERS, must be as good as the Owner. Care must be taken by all responsible people to ensure that the standard of house-keeping for all establishments is known and understood.

Housekeeping and hygiene go hand in hand with safe working practices. TENDERERS and Sub-Contractors must leave work areas in a clean, tidy and safe condition at the end of each working period.

Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition.

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

NOISE:

TENDERERS and Sub-Contractors working at the Project site must obtain permission from the TICEL's Designated Officer if the processes being employed to carry out that work significantly increase the ambient noise level in that area being worked.

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 permission is given by the TICEL's Designated Officer. Each specific site of overhead working will require consent from the TICEL's Designated 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 TICEL's Designated Officer and/or Owner Project Engineer.

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

WORKING AT HEIGHT:

All temporary structure, erected by TENDERERS 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.

SAFETY CLOTHES AND EQUIPMENT:

This will be supplied by TENDERERS and Sub-Contractors who are working on sites and must be adequate for the wellbeing 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.

TENDERERS 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 work 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 TENDERER. Due provision must be made during contract preparation.

PLANT SERVICES:

Before using plant services such as electricity, permission to do so must be obtained from the appropriate authority, Owner Project Engineer or TICEL's Designated Officer.

SUPERVISION:

TENDERERS working at the Project site, must ensure that their staff are adequately supervised.

WARNING SIGNS AND NOTICES:

Suitable warning signs are to be displayed warning of potential hazards. Tenderer shall at his own expense arrange for complying with all the occupational safety, health and welfare legislations of Government including the Electrical code and the Occupational Safety, Health and Welfare Act.

3. TOOLS**ELECTRICALLY DRIVEN PORTABLE TOOLS**

Permission is to be obtained from the nominated person before any TENDERER or Sub-Contractor'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.

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 relevant section of the relevant Act of Government 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.

COMPRESSED AIR TOOLS

TENDERERS and Sub-Contractors must obtain permission to use any compressed air supply at the Project site.

TENDERERS and Sub-Contractors must also provide suitable noise suppression for pneumatic hammers, drills etc.

PERCUSSION CARTRIDGE TOOLS

Permission to use percussion tools must be obtained from the designated safety representative prior to the use of these tools.

Also, when using percussion tools, it is the individual's 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.

HOISTING AND LIFTING

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

Equipment must be adequate for the purpose required and anchorage approved by the site TICEL's Designated Officer.

All equipment so used must have been examined by a competent person, and where necessary a certificate obtained in accordance with relevant sections of the relevant Act of Government. No object is to be left unattended whilst using lifting equipment.

MOVEMENT OF PLANT AND MACHINERY

Permission must be obtained prior to the movement of construction materials, plant or equipment in and around Project site.

POWERED INDUSTRIAL TRUCKS

Permission must be obtained prior to the use of lift-trucks by TENDERERS or Sub- Contractors at the Project site.

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

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY TENDERERS

1. FIRST-AID-FACILITIES

At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 labour or part thereof ordinary employed.

The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following.

For work places in which the number of labour employed does not exceed 50, each first-aid box shall contain the following.

- 6 small sterilized dressings
- 3 medium size sterilized dressings
- 3 large size sterilized dressings
- 3 large size sterilized burn dressings
- 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
- 1 snakebite lancet
- 1 (30 gms.) bottle of potassium permanganate crystals
- 1 pair scissors
- 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institutes, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
- Ointment for burns
- A bottle of suitable surgical antiseptic solution

For work places in which the number of labour exceed 50. Each first-aid box shall contain the following.

- 12 small sterilized dressings
- 6 medium size sterilized dressings
- 6 large size sterilized dressings
- 6 large size sterilized burn dressings
- 6 (15 gms.) packets sterilized cotton wool
- 1 (60 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
- 1 roll of adhesive plaster
- 1 snakebite lancet

1 (30 gms.) bottle of potassium permanganate crystals
1 pair scissors
1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institutes / Government of India.
A bottle containing 100 tablets (each of 5 gms.) of aspirin. Ointment for burns
A bottle of suitable surgical antiseptic solution

Adequate arrangements shall be made for immediate recoument of the equipment when necessary. Nothing except the prescribed contents shall be kept in the First-aid box. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

A person in charge of the First-aid box shall be a person trained in First aid treatment, in the work places where the number of contract labor employed is 150 or more.

In work places where the number of contract labor employed is 750 or more and hospital facilities are not available within easy distance from the work. First-aid posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

DRINKING WATER

In every work place, there shall be provided and maintained at suitable places, easily accessible to labor, a sufficient supply of water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

WASHING FACILITIES

In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labor employed and supervisory staff separately therein.

Separate and adequate cleaning facilities shall be provided for the use of male and female labours and supervisory staff.

Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

LATRINE AND URINALS

Latrines shall be provided in every work place on the following scale namely:
-

Where females are employed, there shall be at least one latrine for every 25 females.

Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

Construction of latrines: the inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside. Standard sanitary fixtures & fittings shall be provided.

Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers” For Men only” or “For Women only” as the case may be.

The notice shall also bear the figure of a man or of a woman, as the case maybe.

There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided where the number of male or female workmen, as the case may be exceeding 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

The latrine and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

Latrine and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrine and urinals.

Disposal of excreta shall be arranged either by connection to a municipal

sewer with permission from the local sanitary authority, or by providing connection to a covered soak pit.

The TENDERER shall at his own expense, carry out all instructions issued to him by the TICEL (OWNER) OR ITS REPRESENTATIVE to effect proper disposal of night soil and other conservancy work in respect of the TENDERER's workmen or employees on the site. The TENDERER shall be responsible for payment of any charges which may be levied by Statutory Authority for execution of such on his behalf.

CRECHES

At every work place, at which 20 or more women worker are ordinarily employed; there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with painted masonry walls with light weight roofing.

The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

The TENDERER shall supply adequate number of toys and games in the play room.

6.4. The TENDERER shall provide one ayah to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

6.5 The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

7.0. CANTEENS

In every work place where the work regarding the employment of labor is likely to continue for six months and where in contract labor numbering one hundred or more is ordinarily employed, an adequate canteen shall be provided by the TENDERER for the use of such labor.

The canteen shall be maintained by the TENDERER in an efficient manner.

The canteen shall consist of at least a dining hall, kitchen, pantry and washing places separately for workers and utensils.

The canteen shall be sufficiently lighted at all times when any person has access to it.

The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or color washed.

The premises of the canteen shall be maintained in a clean and sanitary condition.

Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

Suitable arrangements shall be made for the collection and disposal of garbage.

The floor area of the dining hall shall be suitably provided with furniture.

Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated.

There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's necessary for the efficient running of the canteen.

The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

A service counter, if provided, shall have top of smooth and impervious material.

Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.

The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labor.

The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.

In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely: -

The depreciation and maintenance charges for the building and equipment's provided for the canteen.

The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

The water charges and other charges incurred for lighting and ventilation. The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

8. Minimum Safety Requirements (To be made a part of Tender conditions and BOQ of work-related package to address the inclusion of PPE, Scaffold, Electrical safety measures, House Keeping as a minimum)

Prior to commencing work on Site, the TENDERER must make himself aware of all the requirements for the Work and the Site relating to Environment, Health & Safety (EH&S) matters including all relevant legislation and standard codes of practice.

TENDERER shall comply with all the EH&S Requirements listed below which shall be deemed a fundamental condition of this Contract.

TENDERER must comply in full with all applicable Health & Safety (H&S) local and national legislation. (e. g. Labor License, Insurance Policy under workmen compensation Act, etc.)

In circumstances where there is a conflict between local or national legislation and these Minimum Safety Requirements (MSR), the higher (more protective) requirement shall prevail.

Guardrails are to be provided at all working places and other locations where persons or materials could fall more than 2.0m / 6'6". Where this can physically not be achieved, suitable and sufficient fall protection devices that do not rely on individuals should be provided and used to establish a safe place of work. (Examples include Safety Nets closely installed under height work, stretched wire ropes installed to hook up safety harnesses while workers move from one location to another at height, Use of full body safety harnesses with double lanyards etc.)



Full body harness with double lanyard Proper Access to work platform

All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.

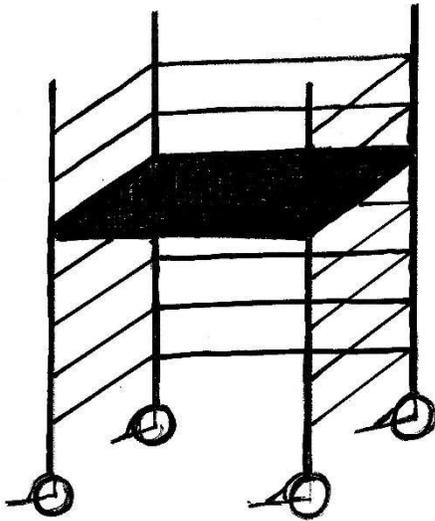
Free-standing scaffold towers used externally must not be higher to the top

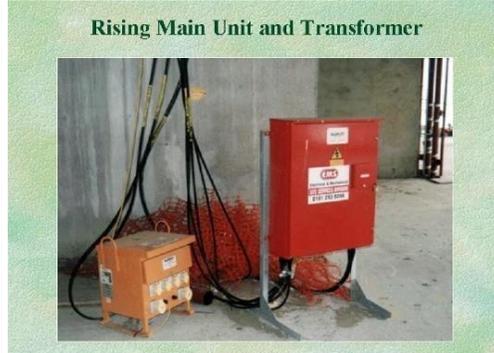
platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.

Mobile Scaffolds

Holes, shafts and edges from or through which persons could fall a distance of more than 2 meter /6ft 6in must be clearly marked with signage or other means and be adequately protected by covers or barriers so as to prevent falls of persons and materials.

All temporary electrical circuits must include a Residual Current Device, Earth Leakage Circuit Breaker or Ground Fault Circuit Interrupter at source.





Rising Main Unit and Transformer



Temporary Electrical System

Powered Lifts and hoists, aerial platforms and scissors lifts must have a competent driver, certified by a qualified third party. Additionally, the above items must be certified as safe to use by a local government approved third

party. Adequate lighting must be provided to enable safe access to and egress from every place on a site where persons are liable to work, this is in addition to task lighting.

Induction/Orientation

All workers shall receive site-specific safety induction/orientation, before they are involved in any activity at site. They must be made aware of site safety rules, provisions of first aid and welfare facilities such as drinking water, washing place, toilets, rest rooms, etc.

Task related Safety Instruction

TENDERER shall ensure all workers shall receive at least one specific task-related training/skilling session per week. This may be achieved by using Toolbox talks &/or induction to Safe Work Method Statement.

Incident/Injury Reporting & Investigation

TENDERER shall report and record all incidents, which have potential to cause injuries and damages and also injuries including first aid cases.

Lost Time Injury (LTI) or serious injury must be intimated immediately as soon as possible by phone. (If an injured person doesn't likely to report to work in his next following shift, it is to be recorded as Lost Time Injury)

Job Safety Analysis & Safe Work Method Statement

TENDERER must produce detailed Job Safety Analysis / Safe method of work for approval and use only approved work methods only. No work shall start without approved Job Safety Analysis / Safe Work Method Statement. All workers and supervisors must be inducted to Job Safety Analysis / Safe method of work. Oxygen / Acetylene / Fuel Gases/ Compressed or Liquefied Gases. All gas cylinders shall be stored, transported and handled as per the equipment's of Gas Cylinder Rules, 1981.

The Tenderer shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

No women labor shall be employed by the Tenderer for the purpose of executing work at site & further as per labor law statutes, no child labor shall be employed by the Tenderer.

The Tenderer shall, if required by the TICEL (Owner), deliver to the TICEL (Owner) or its Representative a return in detail, in such form and at such intervals as the TICEL (Owner) or its Representative may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Tenderer on the Site and such other information as the TICEL (Owner) or its Representative may require.

9. COMPLIANCE WITH LABOR REGULATIONS

During continuance of the contract, the Tenderer and his Sub-Contractors shall a Tenderer at all times by all existing labor enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority. Salient features of some of the major labor laws that are applicable to construction industry are given below. The Tenderer shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Owner is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Tenderer, the TICEL (Owner) or its Representative shall have the right to deduct any money due to the Tenderer including his amount of performance security. TICEL (Owner) or its Representative shall also have right to recover from the Tenderer any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

The employees of the Tenderer and the Sub-Contractor in no case shall be treated as the employees of the Owner at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years of service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous provision Act 195: The Act Provides for monthly contributions by the owner plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labor (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Tenderer to contract labor and in case the Tenderer fails to provide, the same are required to be provided, by the Principal Owner by Law. The principal Owner is required to take Certificate of Registration and the Tenderer is required to take license from the designated Officer. The Act is applicable to the establishments or Tenderer of Principal Owner if they employ 20 or more contract labor.

f) Minimum Wages Act 1948: The Owner is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employment.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month. or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month. shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure per registration of trade unions of workmen and owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labor (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Owner of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Owner to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

10. SUB-CONTRACTING

The Tenderer shall not be required to obtain any consent from the owner for:

a) The sub-contracting of any part of the Work for which the Sub-Contractor is named in the contract;

b) The provision of labor; and the purchase of materials which are in accordance with the standards specified in the Contract. Beyond this if the Tenderer proposes sub-contracting any part of the work during execution of work, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract; the TICEL (Owner) or its Representative will consider the following before according approval:

The Tenderer shall not sub-contract the whole of the Work.

The Tenderer shall not sub-contract any part of the Work without prior consent of the TICEL (Owner) or its Representative. Any such consent shall not relieve the Tenderer from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Tenderer, his agents or workmen.

The TICEL (Owner) or its Representative should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the Sub-Contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

If payments are proposed to be made directly to that Sub-Contractor, this should be

subject to specific authorization by the prime Tenderer so that this arrangement does not alter the Tenderer's liability or obligations under the contract.

Protection of Environment:

The Tenderer shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Tenderer and his Sub-Contractors shall attend at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation

which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

Site Office for Tenderer

The Tenderer shall provide temporary office, stores, laboratory and workshops at the location approved by the TICEL (Owner) or its Representative. All temporary construction shall be put up after prior approval from Owner & TICEL (Owner) or it's Representative.

The Tenderer shall provide necessary approaches, fencing and other facilities at his own cost and within the quoted rates and with the prior approval of the TICEL. No other land shall be occupied by the Tenderer without the written permission of TICEL. The Tenderer shall not use or allow to be used the land for any purpose other than that of executing the work. The Tenderer shall dismantle and clear all dismantle all materials and hand over the vacant possession of the area allowed to him before leaving the site after completion of the contract.

11. TENDERERS AND SUB-CONTRACTORS GUIDELINES

- a. Safe working practices must be observed at all times.
- b. It is the responsibility of the TENDERERS and Sub-Contractors staff to use appropriate personal protection. It is the TENDERERS and Sub-Contractors obligation to supply necessary protective equipment and clothing.
- c. Certain areas are designated hazardous (eg. noisy areas) and warning signs must be obeyed.
- d. Where the TENDERERS 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.
- e. The Owner will not provide tools, materials, lifting or access equipment, fixings or raw materials, unless by previous arrangement.
- f. Any equipment brought to site by TENDERERS and Sub-Contractors must not be used by untrained persons, and attention is drawn to the indemnity clause of the Owner orders, which states that the TENDERER is liable for any consequent damage or loss to people, equipment or buildings.
- g. All welding, burning and grinding operations which could potentially cause fire must be reported to security.

- h. No alcohol is permitted at site, and anyone deemed to be under the influence of alcohol will be required to leave the site.
- i. Vehicle parking will be in designated areas only.
- j. No smoking is allowed in work areas.
- k. No food is to be consumed or left in work areas.
- l. Warning signs and speed restrictions must be observed.
- m. Place of work to be left in a tidy and safe condition at the end of each work period.
- n. Care to be taken against contamination of any product of paint, oil, etc.
- o. All injuries must be reported to the authorities as per law applicable.
- p. A health and TICEL's Designated Officer shall be employed on such conditions as Circumstances require.

The above has been received and read by Tenderer / Sub- Contractor. We agree to comply with these Rules

Tenderer.....

Company

Date

NOTE:

The TENDERER will ensure that Sub-Contractor receive and sign a copy of these

Section – 12**List of Approved Makes/ Brands****LIST OF APPROVED MAKES**

<u>HVAC WORKS</u>		
1.	A/C Scroll Condensing Unit	Daikin/LG/Bluestar/Voltas/Carrier
2.	Air Handling Units	System air /Zeco/ Edgetech/Flat Group/Citizen
3.	Aluminum antismudge Diffusers/ Grills / Dampers	AirMaster/System Air /Air breeze/Mak Clean Air/ ADP/Eco Air Innovation
4.	Fire Damper	AirMaster/System Air /Air breeze/Mak Clean Air/ ADP/Eco Air Innovation
5.	Nitrile rubber Insulation	Armacell /K Flex/Supreme
6.	SDIDW Centrifugal Fans	Kruger/ Nicotra/ Comefri
7.	HEPA Filters	AFF/ Camfil / Fruden berg / AFI
8.	Axial Blower	Kruger / Nicotra
9.	Sheet Metal works	Air Master/System Air /Air breeze/Mak Clean Air/ ADP/Eco Air Innovation
10.	GI Sheet duct	Air Master/System Air /Air breeze/Mak Clean Air/ ADP/Eco Air Innovation
ELECTRICAL WORKS		
11.	Main Electrical Panel/ LT Panel	Manufacturer with CPRI Certificate for short circuit and temp. rise not earlier than two years
12.	MCBs/MCB Distribution boards	Legrand/ Siemens/Crompton/ Havells
13.	Metal clad sockets	BCH/Crompton/ Legrand / Havells
14.	MV Switchgear	L&T/ Schneider / Siemens/ ABB
15.	LT Cables, 1.1 KV grade XLPE insulated AL Conductor AR Cable	NICCO/Universal/ Finolex
16.	Cable glands	HMI/ Comet/ Braco/Jainson
17.	Cable Lugs	Dowell's/3D/ Hex
18.	Cable Trays	Fedders Llyods Corp. Ltd./ Slotco/ Pilco

19.	Voltmeter, Ammeter, Selector switch & indicating lamp	Elmesure/ Meco/ AE/ Kappa
20.	Miniature Circuit Breaker	L&T/ Schneider/Siemens/ Legrand
21.	Contactors, Timers	L & T/ Schneider Electric/ Siemens/ ABB
22.	Copper conductor wires of 1100V Grade (FRLS)	Finolex/ RR Kabels/ Gloster/ KEI
23.	PVC Conduits (FRLS)	BEC/ AKG/ Precision/ Polypack/ Sudhakar
24.	Light Fixtures and Lamps	Philips/ Crompton/ Bajaj / Wipro
25.	Maintenance Free Earth station	Galaxy/ Ashok/Ereeco/ Universal