

|                                                                                                                                                                                                                                                                                                                                 |                                                                                                                               |                       |                   |                                 |                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------|---------------------------------|-----------------------------------------|
|                                                                                                                                                                                                                                                | <p align="center"><b>TICEL BIO PARK LTD.<br/>(A UNIT OF TIDEL &amp; TIDCO)<br/>CSIR ROAD, TARAMANI, CHENNAI – 600 113</b></p> |                       |                   |                                 |                                         |
| <p align="center"><b>E-Tender for “Providing Housekeeping, Plumbing and Garden Maintenance” for TICEL Phase- I &amp; II, TICEL Bio Park, CSIR Road, Taramani, Chennai – 600 113</b></p>                                                                                                                                         |                                                                                                                               |                       |                   |                                 |                                         |
| <p align="center"><b>VOLUME – I</b><br/><b>Technical Bid</b></p> <p align="center">(Technical Bid - Conditions of Contract, Special Conditions, Scope of Work &amp; Pre-Qualification)</p>                                                                                                                                      |                                                                                                                               |                       |                   |                                 |                                         |
| <p align="center"><b>e-Tender No: TICEL/HK/2026-27/05</b></p>                                                                                                                                                                                                                                                                   |                                                                                                                               |                       |                   |                                 |                                         |
| <table border="1"> <tr> <td data-bbox="267 1018 738 1165"><b>Date of Issue:</b></td> <td data-bbox="738 1018 1396 1165"><b>09.07.2026</b></td> </tr> <tr> <td data-bbox="267 1165 738 1386"><b>Last Date for Submission</b></td> <td data-bbox="738 1165 1396 1386"><b>On or before 10.08.2026 at 11AM.</b></td> </tr> </table> |                                                                                                                               | <b>Date of Issue:</b> | <b>09.07.2026</b> | <b>Last Date for Submission</b> | <b>On or before 10.08.2026 at 11AM.</b> |
| <b>Date of Issue:</b>                                                                                                                                                                                                                                                                                                           | <b>09.07.2026</b>                                                                                                             |                       |                   |                                 |                                         |
| <b>Last Date for Submission</b>                                                                                                                                                                                                                                                                                                 | <b>On or before 10.08.2026 at 11AM.</b>                                                                                       |                       |                   |                                 |                                         |
| <p align="center"><b>2026</b></p>                                                                                                                                                                                                                                                                                               |                                                                                                                               |                       |                   |                                 |                                         |

**TICEL BIO PARK LIMITED****INDEX**

| <b>Sl.No</b> | <b>Particulars</b>                   | <b>Page Nos.</b> |
|--------------|--------------------------------------|------------------|
| 1.           | Tender Notice                        | 3                |
| 2.           | Contract Data                        | 4                |
| 3.           | About TICEL Bio Park, Chennai        | 5                |
| 4.           | General Instructions                 | 6                |
| 5.           | Conditions of Contract               | 23               |
| 6.           | Scope of Work                        | 42               |
| 7.           | General                              | 53               |
| 8.           | Quarterly Performance Evaluation     | 57               |
| 9.           | Pre-Qualification Criteria           | 58               |
| 10.          | Tender Acceptance Letter             | 66               |
| 11.          | Form of Performance Guarantee        | 68               |
| 12.          | Articles of Agreement                | 70               |
| 13.          | Special Conditions                   | 74               |
| 14.          | Formats                              | 88               |
| 15.          | Hand Bood on Health & Safety at work | 104              |
| 16.          | Conditions of BoQ                    | 113              |
| 17.          | Insurance                            | 115              |

**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](mailto:md@ticelbiopark.com)

**Date: 09.07.2026**

**TICEL invites e-Tender for the following works at TICEL Bio Park - I & II, Chennai.**

| Sl. No. | e-Tender No.                        | Name of the Tender                                                                                                                              | Tender Closing Date & Time      |
|---------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1.      | e-TENDER No.<br>TICEL/HK/2026-27/05 | E-TENDER for "Providing Housekeeping, Plumbing and Garden Maintenance" for TICEL Bio Park Phase - I & II, CSIR Road, Taramani, Chennai-600 113. | 10.08.2026<br>before 11.00 A.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 10.08.2026 on or before 11.00 am. TICEL Bio Park Ltd reserves the right to accept / reject any one / all tenders without assigning any reason.

DIPR/...../Tender/2026

**Managing Director**

**2. Contract Data**

|     |                                                                                   |                                                                                                                                                                                                                                                                                                         |
|-----|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Name of the Work                                                                  | e-Tender for "Providing Housekeeping, Plumbing and Garden Maintenance at TICEL Bio Park -I & II @ Chennai                                                                                                                                                                                               |
| 3   | Date of uploading the Tender documents in the website                             | 09.07.2026                                                                                                                                                                                                                                                                                              |
| 5.  | Earnest Money Deposit                                                             | Rs.1,50,000/-through online                                                                                                                                                                                                                                                                             |
| 5.  | Issue of Tender in TN tenders portal                                              | 09.07.2026 to 10.08.2026                                                                                                                                                                                                                                                                                |
| 6.  | Date, Time & Venue of Pre-bid Meeting                                             | 16.07.2026 at 11 AM at TICEL Bio Park, No.5, CSIR Road, Taramani, Chennai - 600 113                                                                                                                                                                                                                     |
| 7.  | <b>Tender Document available in website for downloading</b>                       | <b>Website :</b> <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> at free of cost from 09.07.2026 To 10.08.2026 upto 3PM                                                                                                                                                                 |
| 8.  | Last Date of submission of Technical and Financial Bids-BOQ in TN tenders portal. | 10.08.2026 upto 11 AM                                                                                                                                                                                                                                                                                   |
| 9.  | Date & time of opening of technical tender electronically.                        | 11.08.2026 @ 12 PM                                                                                                                                                                                                                                                                                      |
| 10. | Tender Validity                                                                   | 120 days from the date of opening of tender                                                                                                                                                                                                                                                             |
| 11. | Date of commencement of work                                                      | As specified in the LoA.                                                                                                                                                                                                                                                                                |
| 12. | Period of Contract                                                                | One Year<br>Renewable every year for further two years with approved escalation for every year on the total contract value as indicated in the LoA subject to satisfactory performance of the contractor as decided by TICEL (Refer Volume II / Part 2).                                                |
| 13. | Performance Bank Guarantee                                                        | 10% of the highest annual contract value upto the full contract period with additional irrevocable period with of six months (i.e.) for a total period of three and half years.<br>Bank Guarantee should be provided within 10 days from the date of receipt of LoA from Nationalized / Scheduled Bank. |
| 14. | Signing of Agreement                                                              | The Contract is concluded by accepting the LoA and the Contractor has to comply the requirements as per the Tender including signing of agreement within 10 days from the date of LoA.                                                                                                                  |

|                           |                                                                                                                                                                                          |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Inviting Authority | The Managing Director<br>TICEL Bio Park Ltd.<br>No.5, CSIR Road, Taramani, Chennai - 600 113<br>Ph: 044 2254 2060<br>Email: <a href="mailto:md@ticelbiopark.com">md@ticelbiopark.com</a> |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Tender document can also be downloaded from TICEL Website : [www.ticelbiopark.com](http://www.ticelbiopark.com)

**3. ABOUT TICEL BIO PARK – I & II @ CHENNAI**

TICEL has constructed Bio Technology Park- I & II with a built up area of 7.60 lakhs sq.ft in 5 acres of land at Taramani, Chennai – 600 113. Now TICEL proposes to appoint a reputed and experienced agencies for carrying out Housekeeping, Plumbing & Garden Maintenance Services (HK) on 24x7 basis as per the scope of work defined in the tender documents. The buildings consist of various Civil, Electrical, Mechanical, Scientific & Communication Facilities. TICEL invites Tender for carrying out HK Services as per the terms and conditions stated in the document:

## 4. 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 has constructed Bio Technology Park- I & II with a built up area of 7.60 lakhs sq.ft in 5 acres of land at Taramani, Chennai – 600 113.

### 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 "*Providing Housekeeping, Plumbing and Garden Maintenance at TICEL Bio Park –I & II @ Chennai*".
- 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](http://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](mailto: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):<br>e-mail :<br><a href="mailto:support.etender@nic.in">support.etender@nic.in</a> Contact | For queries related to tender enquiry / specification:<br>1) 044-22540050<br>2) Email: <a href="mailto:md@ticelbiopark.com">md@ticelbiopark.com</a> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

### 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 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
- x) **Note: Any contractor who has voluntarily withdrawn from, abandoned, or discontinued any service contract awarded by TICEL Bio Park Limited before expiry of the contract period shall not be eligible to participate in the tender for a period of three (3) years from the date of such withdrawal/discontinuance.**

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, Penalty, 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 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 tender document.

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.

**Note: Any contractor who has voluntarily withdrawn from, abandoned, or discontinued any service contract awarded by TICEL Bio Park Limited before expiry of the contract period shall not be eligible to participate in the tender for a period of three (3) years from the date of such withdrawal/discontinuance.**

## 1. Performance Guarantee

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

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

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

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

iii) 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.

iv) 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.

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

vi) The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Documents and must inspect the site of the work 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.

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

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

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

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

xi) 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.

xii) 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.

xiii) 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 -II at No.5, CSIR Road, Taramani, Chennai. 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.

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

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

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

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

**15.** 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.

**16.** The rate quoted Price bid – suitable Basic, DA for the period 2025-26 as per Shops and establishment of Tamil Nadu, relevant salary, EPF, ESI, Bonus, Uniform any other allowance and not less than 5% of service charges for employee's category. GST extra including the charges for mechanized cleaning and rental charges for equipment cleaning and rental charges for tools and equipment for Garden Maintenance, Equipment maintenance and any other transportation.

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

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

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

**18) Rejection of Tender**

- A) Tender will be summarily rejected if,
- i) Not accompanied with attested copies of evidences for meeting the bid qualification requirement
  - ii) Does not meet Pre-Qualification Requirement.
  - iii) Received from a tenderer whose past performance is not satisfactory in TICEL and its group companies.
  - iv) The documents furnished with the offer being found to be bogus or the documents contain false particulars.
  - v) Price is indicated in Technical bid
  - vi) Incomplete and evasive offer.
  - vii) Not in the prescribed Form & Procedure.
  - viii) If at any time before the acceptance of tender, if it comes to the notice of TICEL that the Bidders who are terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings tenders of such bidders shall be summarily rejected.
  - ix) **Anyone rate not filled in BOQ (Price Bid).**
- B) Tender is **LIABLE** for rejection if,
- i) Received without GSTIN NUMBER
  - ii) Not in conformity with TICEL Bio Park commercial terms
  - iii) With validity period less than that specified in the specification.
  - iv) Not containing all required particulars

**19) Performance Guarantee**

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

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

- i) 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.

**20) Quotation of Rates**

Rates should be quoted in figures as per BoQ and escalation for further 2nd & 3rd year. The manpower rate should satisfy year (2025-26) Basic, DA as per Shops and establishment of Tamilnadu, relevant salary, EPF, ESI, Bonus, Uniform any other allowance and not less than 5% of service charges of employees. Quoted rates should include providing minimum 25% manpower during any holidays, Festival holidays, National holidays, etc., for which no extra cost will be considered. Service charges should not be less than 5%.

**21) Incomplete Tenders**

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

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

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

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

**Anyone rate not filled in BOQ will be treated as incomplete tenders.**

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

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

**22) Negotiation**

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

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

**23) General**

- i) On receipt of Letter of Award (LoA) from TICEL Bio Park Ltd., within 10 days, the successful tenderer shall be bound to implement the contract with TICEL and sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance in the form of Letter of Award (LoA) by TICEL will constitute a binding contract between TICEL, and the person/contractor submitting the tender, whether such formal agreement is or not subsequently executed.
- ii) All compensation or other sums of money payable by the Contractor to TICEL under the terms of this Contract may be adjusted/deducted either from payment of amount due or by call of performance guarantee if the amount due is not sufficient or such adjustment and the contractor fails to make good in cash, the amount within 10 days of intimation to do so by TICEL.
- iii) The Contractor shall not assign the Contract to any Sub-Contractor. No portion of the Contract shall be given on subcontract except with the written consent of TICEL. Such consent shall be given only for works of extra-ordinary nature and the same shall be provided by the contractor to the satisfaction of TICEL. In case of breach of these conditions, TICEL may serve a Notice in writing to

the Contractor / rescinding the Contract whereupon the Performance Bond shall stand forfeited to TICEL, without prejudice to its other remedies/rights against the Contractor.

- iv) The Contractor shall carry out all the work strictly in accordance with Documents, details and instructions of TICEL's Representative. If any changes are desired by TICEL, the Contractor shall carry out the same without any extra charge. TICEL's decision in such cases shall be final and binding on the Contractor. The Contractor shall report to TICEL or its representative regarding day-to-day Operation, reporting, preventive and regular maintenance.
- v) **The Schedule of Quantities are liable to alterations, omissions, deductions or additions in the scope of work and items of work at the discretion of TICEL. Each tender should contain not only the rates but also the value of each item of work entered in the amount column and all the items should be totaled in order to show the aggregate value of the entire tender. Value of each item worked out shall be rounded off to nearest rupee ignoring paise below fifty.**
- vi) The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Documents and must inspect the site of the work/rest rooms and all other areas and acquaint himself with all local and site conditions, means of access to the job, nature of the job and the availability of any infrastructure and all matters appertaining thereto. Ignorance of the site conditions or the nature and details of existing contract or the specifications of any work falling within the ambit of the Contractor shall not be accepted by TICEL as a basis for any claim for compensation.
- vii) While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation shall be considered for any reason whatsoever, except variation caused due to statutory changes such as minimum wages act etc. and dearness allowance.
- viii) The successful tenderer is bound to carry out any related and connected work necessary for proper performance of the job even though such work(s) is or are not specifically mentioned or included in the item of work. No claim in this respect shall be entertained unless considered beyond the scope of the agreement by TICEL whose decision is binding on the Contractor.
- ix) The successful tenderer must note that all performance of the job shall be strictly in accordance with the requirements and fulfillments of the local/public authorities, statutory approvals and to the requirements of TICEL and no deviation on any account will be permitted.
- x) Supply of water and electricity required for performance of Operation and Maintenance services and Lawn & Garden maintenance shall be made available free of charge by TICEL. However, the successful tenderer shall bear all costs of extending supplies from the source of maintenance purposes to place of work, maintaining the supplies, etc. as required within the quoted rates.
- xi) Contractor should provide drinking water to its employees.

- xii) The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep TICEL fully indemnified free from responsible against any claims or liabilities arising out of Contractor's lapse in safety practices.
- xiii) The successful tenderer/Contractor shall mobilize all men required for timely performance HK works involving various activities within 7 days from the date of LOA and also sign the agreement in the prescribed format after producing performance bank guarantee.
- xiv) The tenderer shall furnish along with Technical Bid, a detailed write-up indicating the man power qualification and category-wise of minimum personnel to be deployed as required by TICEL.

**24) Annual Renewal**

Renewable every year for further two years with approved tender rates subject to satisfactory performance of the contractor as decided by TICEL.

**25) Final Decision Making Authority**

- TICEL reserves the right to accept or reject any of the applications/tender(s) without assigning any reasons thereof. TICEL reserves the right to increase or decrease the scope of work and may split the scope of work (including Manpower, equipment, removal of garbage etc.,) and award the works to one or more agencies and as deemed necessary by TICEL, decision of TICEL is final and binding. TICEL may increase or decrease the floor area.
- 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.
- TICEL reserves the right to increase or decrease the manpower / machinery within quoted rate
- Payment will be made as per actual manpower present and good conditioned equipments available.
- The contractor has to strictly comply with the Electronic / Biometric system for capturing the attendance of manpower within the TICEL facility.

**a) Following is the scope of contractor:**

1. Providing required manpower for Housekeeping cleaning staffs, Plumber, Gardener and supervisor.
2. Providing necessary tools such as spanner, different pipe wrenches, screw driver and any other tools for plumbing works.
3. Providing necessary cables, equipments, plugs, electricity boards and maintaining equipments with right spares.
4. Keeping all the machines and equipments are in good workable condition of both housekeeping cleaning and Garden equipment.
5. Distributing the fertilizers to the Garden and Lawn.

**b) Following is the scope of TICEL:**

1. Supplying Housekeeping consumables such as chemicals, broom sticks, wiper, bucket, dustbin, dustbin cover and any other cleaning tools.
2. For Garden, supply of fertilizers and related feeds.

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

### **1. Interpretation clause:**

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

a) "TICEL"/"Employer": shall mean TICEL Bio Park I & II at Chennai and shall include its assigns and successors.

b) "Contractor" ..... In the case of ..... a partnership ..... trading as partners in the name and style of ..... and having a place of business at ..... and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.

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

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

### **2. Definitions:**

The contract document consists of the Articles of Agreement, General Instructions and Notice Inviting Tender, Conditions of the Contract, Special Conditions, Scope of work and Skilled manpower to be deployed, Tender Form & Tender documents including all modifications thereof incorporated in the document before the execution. These form the contract.

The TICEL : TICEL

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

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

"The Site" shall mean the site of the contract work / job; any other land allotted by TICEL for the contractor use and any other nearby land that TICEL may include for beneficial use by Occupants of TICEL.

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

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

The term "Work" of the Contractor includes labour.

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

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

The performance during the Contract period shall be in accordance with the Contract Documents as modified by any change or variation orders agreed to by the parties and to the satisfaction of TICEL, so that TICEL can issue completion certificate within 90 days after the end of the term of Agreement.

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

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

The following documents shall constitute the contract document.

- i. Tender Form
- ii. Articles of Agreement.
- iii. General Instructions
- iv. Conditions of Contract
- v. Scope of work
- vi. Schedule of Contract Bill.
- vii. Special Conditions
- viii. Various Annexures as referred under this Contract.
- ix. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Award by TICEL.

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

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

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of provision of *Providing Housekeeping, Plumbing and Garden Maintenance*, Charges for Mechanized Cleaning of sumps and tanks, Rental charges for equipments for cleaning and for equipments for Lawn and Garden Maintenance at TICEL Bio Park – I & II @ Chennai and its services & facilities, to be paid for according to the actual services performed and works done at the lump sum rates contained in the Skilled manpower to be deployed or as provided in the said Conditions.

**The contract will be for a period of one year.** TICEL, however reserves the right to terminate the said contract at any time on the grounds of ineffective services (shortage of manpower supply, garbage removal, material supply, scope of work etc.) rendered by the contractor. TICEL will be the sole judge to determine these facts.

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

Skilled manpower to be deployed are meant to indicate the intent of the work and to provide a uniform basis for tendering. TICEL reserves the right to add or delete from the scope of work, manpower as it may deem fit and the Contractor shall not claim any extras or damages on these grounds.

**6. Contract Sum / Contract Price:**

The Contract sum or Contract price shall be the total amount quoted by the successful tenderer and accepted value of the work as mentioned in the letter of acceptance of TICEL. The Contract sum shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions.

**7. Contract Bills:**

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

**8. Scope and intent:**

- i) The Housekeeping services are to be provided round the clock for the specified period to a high international standard. The details about the scope of work are more fully described elsewhere in this document, but, in brief, TICEL expects the Contractor to take a single point and full responsibility of Housekeeping Services covered by this contract. TICEL's objective is that Contractor does not perceive this as a short term or a one-time contract but as an exercise in Asset value maximization and Asset Life Prolongation.
- ii) TICEL requires a single point responsibility for the Contractor in controlling and managing in respect of the works / system covered by this contract during the entire contract period.
- iii) The bidders are expected to price the attached bills of quantities with workable and sustainable rates, which shall remain firm for the full duration of the contract. No price change will be admitted due to a lack of understanding of the contractual conditions or inadequate study of the present conditions of contract or improper understanding or improper assessment of manpower, supervision, scope or any other reasons whatsoever.
- iv) The rates quoted for each section shall be self - sustainable and correct reflective of the Scope envisaged. TICEL reserves the right to add or delete from the Scope of work, items as he may deem fit. The successful bidder cannot make any claim on account of such changes.

- v) The work is for provision of *Providing Housekeeping, Plumbing and Garden Maintenance* and responsibility shall be with modern systems and services of International Quality, integrating all functions necessary to support the daily operations to high-tech operation and maintenance smoothly, deploying competent, trained and experienced work force under a well structured system and using modern management techniques including hardware and software support. Housekeeping Services shall be ensured as 'Life Time Care' with planned preventive maintenance schedule, procedures, self-audit and continuous improvement, precisely determining most appropriate type and level of services to fulfillment of objectives of TICEL.

**9. Place of work:**

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

**10. Possession:**

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

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

The successful bidder shall follow the existing formats approved by TICEL on day to day basis. The charts indicate the method of Housekeeping Services to be executed for each group of service, the date of commencement and completion of each of the defect/complaint. The chart shall also indicate the availability of materials and labour therefor. If the Contractor feels any improvements are required in the existing formats, the same should be brought to the notice of TICEL Management and got approved before execution.

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

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

**13. Owner's Representative:**

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

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

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

**14. Arrangement of execution of work:**

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

**15. Fluctuations:**

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

**16. Safety rules to be followed by the contractor during execution of work**

- i) All electrical equipment used by the Contractor should have double earthing and to be connected through an ELCB. No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped.
- ii) Un-necessary waste of energy shall be avoided. Electrical hand tools like drilling machine will be of 230 volts AC type. All electricians should have wiremen's license. Welding mechanics and electricians should wear rubber gloves and protective goggles.
- iii) All staff working at heights shall use safety belts, helmets and standard platforms with 42" height railing. All the staff working shall as far as possible wear shoes. Only Standard ladders should be used.
- iv) Inflammable/explosive materials like Petrol, diesel, Kerosene, Wax, etc. will not be allowed to be stored at site stores. Crackers/Explosives will not be allowed inside the premises at any cost.
- v) Personal protecting equipment like Gloves, Safety Belt, Safety Helmet, etc. should be used and available in Contractor's stores.
- vi) If correct manual handling is not used, it can result in injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling. All scaffolding will be of steel and doublestage.

- vii) Contractor to ensure that all equipment/tools brought on to the premises have recently been checked and are in good condition and that all personnel using the equipment and tools have been trained in their safe use. Contractor to ensure that whilst on site premises, he will comply with all health and safety rules as required by TICEL.

#### **17. Maintenance:**

- a) Routine inspection and submission of preventive maintenance reports indicating observations, defects identified, and corrective actions taken for toilet fittings.
- b) Attend emergency plumbing complaints within 30 minutes of reporting.
- c) Rectify minor defects within 4 hours and major defects within 24 hours, unless otherwise approved by the Engineer-in-Charge.
- d) Maintain a complaint register and record closure details for all service requests.
  - a) Regularly inspect for leakages in pipelines, joints, valves, and fixtures and take immediate corrective action to prevent water wastage.
  - b) Periodically clean floor traps, gully traps, inspection chambers, and drainage lines.
  - c) Ensure sewage and storm-water systems remain free from blockages.
  - d) Attend choke-ups and drainage overflows on priority basis.
  - e) Monitor float valves, Pumps, level indicators, and associated piping systems.
  - f) Atleast one Plumbers should be provided during holidays/Sundays.
  - g) All preventive maintenance activities in Restrooms and other external plumbing fixtures, pipelines, drain lines etc.
  - h) The material required for replacement of damages incase plumbing shall be supplied by TICEL. The Contractor shall however, be required to deposit the damaged parts with the Stores.
  - i) If it is observed that due to poor Maintenance / unsatisfactory work, any part is found damaged / required to be replaced, the same will have to be attended and replaced by the Contractor at its own cost. In this regard TICEL's decision will be final.

#### **18. General:**

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

- e) TICEL shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- f) The workers deployed by the contractor shall not claim nor shall be entitled to pay Perks and other facilities admissible to casual, adhoc, regular / confirmed employees during or after expiry of the contract period.
- g) In case of termination of this contract on its expiry or otherwise, the workers engaged by the contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in TICEL.
- h) The contractor shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to TICEL to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- i) Statutory Payment such as GST or any other tax will be the responsibility of the Contractor. Contractor has to enclose certified copy of Tax Challan, PAN Card No. Income tax / Any other tax as applicable from time to time will be deducted while making every payment.
- j) In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof TICEL is put to any loss/obligation, monetary or otherwise, TICEL shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
- k) If any worker wants to go on leave, they shall inform well in advance to TICEL and alternative proper arrangements shall be made by the Contractor.
- l) The successful contractor shall provide uniforms and safety shoes to the staff deployed at TICEL. It will be the responsibility of the contractor to insist the staff to carry their Identity Cards while on the duty at TICEL.

**19. Statutory Compliance by the Contractor:**

- a) The Contractor should have all necessary license and statutory compliance from all Government authorities such as Municipality, Local Authority, etc. at its own cost. TICEL shall not be responsible in any way for any breach of the rules and regulations by the contractor.
- b) The contractor shall comply with all statutory requirements in respect of engaging the personnel, their service condition, rules and regulations and all liabilities under the various labour law and other statutory obligations like PF, 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 licence from the Licensing authority. The contract Labour (R&A) Act 1970, and the rules framed there under and produce the same to TICEL before commencement of the services under the contract and also take step for getting the agreement registered under the act. The Contractor shall also indemnify TICEL from and against any claims under the aforesaid act and the rules and shall continue to have a valid license until completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract penal provisions of the contract arising out of resultant non- performance of the work.
- 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 there under 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.

## **20. Hand book on health and safety at work**

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

## **21. Statutory obligations, notices, fees and charges**

- a. The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act or Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected.
- b. The Contractor shall pay and indemnify TICEL against liability in respect of any fees or charges (including any rates) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

## **22. Assignment or giving Sub-Contract**

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

**23. Separate Contract**

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

**24. Termination of the Agreement**

During the currency of this agreement, TICEL shall have the right to terminate this agreement for the following reasons:

- i. For administrative reasons - two-months notice period
- ii. Non satisfactory performance - 30 days' notice period
- iii. Non provisioning of required manpower for 3 occasions during the entire period of contract including renewals - 30 days' notice period

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

**25. Variations**

- a. The term "Variation" as used in these conditions shall mean any additional services not within the scope of service required to be performed during the currency of the contract.
- b. TICEL may issue instructions requiring a variation and sanction in writing any variation made by the CONTRACTOR. No such variation required by TICEL or subsequently sanctioned by it shall in any way vitiate this contract.
- c. If TICEL decides the variation shall be carried out, it shall intimate the Contractor in writing to quote his price. Thereupon Contractor shall submit its price for additional services with full details in writing. After finalizing the price with Contractor, TICEL shall give his written acceptance to carry out the variation. No variation shall be paid where it shall be within the scope of service or shall be due to Contractor's act or omission in complying with this contract.

**26. Deduction for uncorrected work**

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

**27. Fluctuations**

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

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour necessary for the safe and convenient that may be required by TICEL.

**28. Materials and workmanship:**

Consumables will be supplied by TICEL which will be accounted and maintained by contractor.

**29. Inspection:**

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

**30. Defects:**

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

**31. Deficient services and rejection:**

- a. If at any time before issue of the completion certificate there becomes apparent any failure of the services or part thereof to conform to the warranties or any other defect or deficiency in the services for which notice from Owner and at his own expense promptly remedy the same by, at Owner's option, repair or replacement. Deficient services shall also include Contractor's failure to respond with diligence and dispatch.

- b. Even if Contractor shall fail to promptly effect the required remedy then Owner shall be entitled to reject the part of the services affected and to replace the same at Contractor's expense.
- c. If Owner does not exercise its rights under the immediately preceding paragraph within a reasonable time, Contractor shall not be relieved from liability in respect of the relevant non-conformity or other defect or deficiency but their full and complete responsibility shall be limited to the repayment of all monies paid by Owner to him in respect of the part of the services affected thereby.
- d. Contractor shall, if required by Owner, search for the cause of any malfunction, defect or deficiency in the services and, if the same shall be found to be within the scope of Contractor's remedial responsibility as aforesaid, the cost of the services carried out by Contractor in searching shall be borne by Contractor.
- e. Contractor's failure to perform any of its obligations under this Sub-article shall (without prejudice to any other rights which Owner shall have in the matter) result in Owner making demand under the performance Bank Guarantee and / or any monies in its possession.

### 32. Liquidated Damages:

- a. Sufficient HK personnel requirement is for each shift daily (6 day / week) operations within the quoted unit rate. (Please refer scope of work). The deployment of adequate manpower on continued basis with the required and carrying out housekeeping, Plumbing and Garden Maintenance to the satisfactory level. Penalty shall be imposed on monthly basis as given below, if the required manpower is not provided at the discretion of TICEL:

| Manpower deployed      | Total Contract Value for one month (in Rupees) |
|------------------------|------------------------------------------------|
| Above 96% of man month | Nil                                            |
| 91% to 95%             | 5% of monthly contract value as above          |
| 86% to 90%             | 7.5% of monthly contract value as above        |
| 81% to 85%             | 10% of monthly contract value as above         |
| Below 80%              | 20% of monthly contract value as above         |

- b. Manpower requirement is calculated per day with 6 days/week as per shift and Manpower should be provided not less than 25% of total manpower during Sunday/National Holidays with in the quoted unit rate.
- c. For delay and / or unsatisfactory performance of the services, covered under this Contract, Owner has the right to claim and charge liquidated damages (not as penalty) to contractor for its failure in the mobilization or performance of the services as under:
  - (i) At the beginning of every month, with prior approval of Owner the HK CONTRACTOR shall determine the amount of mobilization of man power, equipment, tools etc. required for the performance of the contract by different agencies connected with different activities / services. Any shortfalls in the mobilization shall be reviewed and the same shall be made up then and there. Owner may deduct damage. The amounts deducted for any shortfalls shall not be released to Contractor at the end of the contract period and hence, these amounts will be deducted from the lump sum Contract Price/Contract amount as the case may be. Owner shall at the beginning of

every month assess the work performance of HK CONTRACTOR during the previous month. For any shortfalls observed in the work performance due to any reasons whatsoever, Owner shall evaluate the Man power, equipment, tools and vehicles that would have been required to accomplish the work performance and calculate the deduction amount in terms of Man Power, Equipment, Tools and Vehicles mobilization. In any case the minimum amount to be deducted will not be less than one day's non-comprehensive O&M charges of the corresponding item of the contract.

- (ii) Any delay by HK CONTRACTOR to carry out the Purchase Procedures, such as obtaining quotations for local materials or supply of approved materials listed in the respective services O&M contracts, Owner may deduct the cost of the materials concerned from the monthly payment as per LD Clause.
- (iii) Normally services will have to be completed by HK CONTRACTOR as per the work completion programme notified by Owner representative. HK CONTRACTOR shall attend any urgent services immediately. In case of failure to attend to such services within an agreed time limit, then Owner's Representative shall have the right to deduct for the damages of the particular package plus the cost of the job to be completed by Owner through a third party. HK CONTRACTOR shall be informed of the damages and the action taken accordingly. The damages claimed by Owner are not subject to negotiation by HK CONTRACTOR.
- (iv) Owner's representative reserves the right to execute such delayed services through third parties and deduct from HK CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of HK CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and HK & WM Contractor continues to fail to carryout rectifications/execution of services.
- (v) Owner shall have the right without prejudice to any other method of recovery to deduct the amount of such damages from any monies due or which may become due to HK CONTRACTOR. All liquidated damages (not as penalty) clauses shall have no upper limit of deductions for damages.
- (vi) The payment or deduction of such damages shall not relieve HK CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract.
- (vii) The period of failure to carry out and all matters of delay, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by the Owner whose decision shall be final and binding on the HK CONTRACTOR.

33. **Contract sum:**

In consideration of performing the services in full conformity with the contract, Owner shall pay to the HK & WM contractor the contract sum as specified in the bill of quantities.

**34. Payment:**

- i. Payment for the Housekeeping, Plumbing and Garden Maintenance Services will be made to the contractor after checking and certification by TICEL on monthly basis within 14 days from the date of submission of Invoice completed in all respects subject to fulfilling other terms and conditions of TICEL.
- ii. Contractor should submit the employees Bank statement for every quarter along with the invoice.
- iii. No advance shall be paid to the Contractor. As far as possible, Contractor should make the payments to the contracted staff through ECS/Bank Transfer. In case of exigencies, the employees may be paid by Cheque (for the first month only).
- iv. Contractor shall be required to pay to its employees, roped in for services under the contract, based on category of minimum wages as per the provision of relevant statutes given by TICEL and deposit/disburse other statutory dues to respective agencies/employees as claimed by the contractor and paid by TICEL on behalf of the contractor. No payment/less payment of wages and other dues and failure to deposit/less deposit of statutory dues will tantamount to violation of Terms and conditions of the contract and necessary penalty may be imposed on the contractor as per the terms and conditions of the tender, including but not limited to withholding of payment access under the contract and remittance of the statutory dues directly to the authorities wherever called upon so, which will be treated as settlement of dues to the contractors.
- v. Notwithstanding the release/payment of the bill by TICEL to the Contractor, the contractor shall all times ensure the due and timely payment of wages to all its manpower pursuant to this contract. Nothing contained herein shall establish any link between release/payment of the bill by TICEL to the contractor and the payment of any salary/wages or any other dues whatsoever by the Contractor to its manpower.
- vi. Salary /payment to the contracted employees shall be made on or before 5th of every month by the contractor

**35. Invoicing:**

The HK & WM contractor shall submit to TICEL detailed invoices in respect of the services performed at the end of each month in arrears. The invoice shall be submitted in one (1) original, clearly stamped "Original". The Invoices shall be

- (i) To bear reference to this agreement
- (ii) Certificate of compliance as per condition of contract (Payment to Local Bodies / Authorities) Bills with all necessary supporting documents should be submitted within 10 days after completion of the month.
- (iii) To be supported by all documentation with proof of statutory payment details
- (iv) Details of deployment duly verified along with summary of bills (Copy of Bio metric attendance to be enclosed).

- (v) Invoice duly taking into account of deployment details.
- (vi) Salary statement for the previous month with Bank statement/Bank Transfer details to corroborate the payment.
- (vii) Having paid due wages to all the workmen engaged in the provision of the services during the previous month (Copy of wage-slips with staff signature & muster roll to be enclosed).
- (viii) Details of Bonus paid to all terminated/resigned contracted employees, employee wise of the previous month.
- (ix) Having deposited the contribution to EPF, ESI, etc. with the concerned authorities for the previous month as per the relevant statutes i.e. EPF Payment contribution Challan, EPF's Form 36B (Original), Copy of EPF's ECR, Consolidated Statement to refer EPF's Form 36B & ECR, ESI Payment Contribution Challan, ESI contribution history from the EPF/ESI authority along with muster roll to be enclosed.
- (x) To be supported by all documentation with proof of statutory payment details (PF, ESI, Insurance, Payment of Wages, Manpower deployment, etc.) to enable TICEL to review and accept. The HK & WM contractor shall maintain and submit wage records, work commencement / completion certificate, etc. for bill clearance. The HK & WM Contractor should submit attendance / salary disbursement register for the workmen engaged by the 25th day of the subsequent month. The HK & WM Contractor shall, whenever required by TICEL any governmental authority authorized under the statutes, produce for inspection all forms, registers and other documents, required to be maintained under various statutes."
- (xi) Clearly state the reason for which the payments are required. Payment shall be made to the HK & WM Contractor at monthly intervals. Upon receipt of each Invoice, with all relevant enclosures complete in all respect in accordance with Tender Terms. TICEL shall approve the said Invoice and the payment shall be made to the HK & WM Contractor within fourteen (14) days from the receipt of correct invoice by TICEL subject to the bills being in the complete shape and in the accepted format. Without waiver or limitation of any of its rights under this contract or law, the Owner shall be entitled to deduct from any monies payable to the HK Contractor under the contract and all amounts due from the HK Contractor to TICEL. However, all payments under the contract shall be made only after the receipt of the performance bank guarantee required under this contract.
- (xii) Daily equipment usage list / garbage disposal / material usage should be submitted along with the invoice.
- (xiii) Performance report (daily / monthly / quarterly) from the clients should be produced along with the invoice.

### **36. Accident and Incident Reporting**

All notifiable accidents, dangerous occurrences and potential hazard situations shall be reported to the Safety Supervisor and/or Chief Operations Officer of TICEL. Injuries are to be treated by qualified medical professionals at the contractor's cost.

**37. Hazardous Materials:**

The Contractor must inform the Safety Supervisor and/or Chief Operations Officer, prior to commencement of work, procurement of or consumables / materials connected with the contract work of a hazardous nature. The Contract will have to secure storage for any such materials.

**38. Bankruptcy of Contractor**

- a. In the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with his creditors or being a company having a winding up order made or (except for purposes or reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the CONTRACTOR under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if TICEL and the CONTRACTOR, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.
- b. TICEL shall be entitled to determine the employment of the CONTRACTOR under this Contract, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with TICEL, or for showing or forbearing to show favour or dis-favour to any person in relation to this Contract or any other Contract with TICEL, or if the like acts shall have been done by any person employed by the CONTRACTOR or acting on his behalf (whether with or without the knowledge of the CONTRACTOR), or if in relation to this Contract or any other Contract with TICEL, the CONTRACTOR or any person employed by the Contractor or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act.
- c. In the event of the employment of the CONTRACTOR being determined as aforesaid and so long as it has not been reinstated and continued, the following shall be the respective rights and duties of TICEL and CONTRACTOR.
- d. TICEL may employ and pay other persons/agencies to carry out and complete the works and he or they may enter upon the Works and use all temporary buildings, plant, machinery, appliances, goods and materials intended for, delivered to and placed on or adjacent to the works and may purchase all materials and goods necessary for carrying out the completion of works.
- e. The CONTRACTOR shall if so required by TICEL within 14 days of the date of determination assign to TICEL without payment, the benefit of any Agreement for the execution of any works for the purpose of this contract but on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by TICEL. In any case TICEL may pay any supplier or Sub-contractor for any work executed for the purposed of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the CONTRACTOR. TICEL's rights under the paragraph are in addition to his rights to pay Sub-contractors under this paragraph and all such payments may be deducted from any sum due or to become due to the CONTRACTOR.

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

### **39. Determination by**

#### **TICEL Default:**

If the CONTRACTOR shall make default in any one or more of the following respects, that is to say: -

If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or if he fails to proceed regularly and diligently with the works, or if he refuses or persistently neglects to comply with a written notice from TICEL requiring contractor to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or If he fails to comply with the provisions, then TICEL may give notice to the contractor by registered post or recorded delivery specifying the default, and if the CONTRACTOR either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then TICEL without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the CONTRACTOR under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

**40. Labour**

- a. The CONTRACTOR shall employ no child labour under 18 years of age on the work. If female labour is engaged the CONTRACTOR shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labour shall reside within the compound except authorized guards. Labour Acts issued by the State/Central Government from time to time has to be followed scrupulously.
- b. The employees (Supervisor, technicians and Workers – full time and part time) indicated in the bill of quantities is an essential term of contract. TICEL shall be entitled at all times to inspect or calculate the actual manpower deployed in TICEL. If during such inspection or calculation, TICEL discovers that the agreed minimum manpower has not been deployed, then TICEL shall be entitled to deduct proportionate amount from the lump sum quoted for the deployment of the manpower. This right of TICEL shall be without prejudice to any other right of TICEL available under this Contract on such matters.

**41. Guarantee**

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

**42. Disputes: "Arbitration"**

- a. All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However, the parties shall first endeavor to settle the same amicably in a spirit of co-operation.
  - (i) The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date.
  - (ii) The arbitrator shall be appointed by Managing Director and Company shall ensure that Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon.
  - (iii) The arbitration hearing and all proceedings in connection therewith shall take place in Chennai and the language of the arbitration shall be English.
  - (iv) The arbitration award shall be final and binding on the parties, and shall be enforceable in any competent court of law and the parties agree to be bound thereby and to act accordingly. The rights of the parties shall remain suspended in relation to matters which are being arbitrated. Each party shall bear its own costs for the arbitration and any attorney's fees, unless declared otherwise by the arbitral award.
  - (v) The Courts in Chennai shall have exclusive jurisdiction to try any and all disputes arising out of this agreement, including the Arbitration Agreement.
- b. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai only.

**43. Protection and cleaning**

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

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

45. The Contractor shall keep proper upkeep of all the areas under the contract.

46. The Contractor shall maintain liaising with concerned Statutory Body (ies), if any on behalf of TICEL to get permissions/licenses/permits etc. as and when required.

47. **Registers and Forms:** The Contractor shall maintain the following records and log books during the contract period:

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

**48. Withdrawal of Contract Services in between the Contract Period**

If contractor desires to withdraw the contract:

- (i) The contractor has to issue 3 months' notice to terminate the contract.
- (ii) The Contractor has to pay two months labour bill as penalty
- (iii) Performance Bank Guarantee given by the Contractor will be revoked by TICEL.

49. **It is strictly informed that, the selected contractor, shall not be entertained to take contract inside the client of TICEL. If found that will be consider as break of contract and lead to termination.**

## **6. Scope of Work**

### **I) The responsibility of HK & WM agency / Contractor shall cover:**

- a) The scope of work would involve cleaning & wet mopping/dry mopping of BIO/IT offices, Corridor in all floors, dusting of common areas, collecting and disposing of Waste in bins, Cleaning of toilets & toilet fixtures, Doors (both from inside & outside), Handrails, Glass, Signage, Lifts, Walls, Stairs, Carpets, Sofas, Chairs, Pedestal fans, Venetian blinds, Polishing of brass/stainless steel (SS) items, Removing of cobwebs from ceilings, Removal of stagnant water from AHU Room, Basements, Terrace & canopies and External drainage cleaning, Entrance spider glass, Glass canopy, External drive way, Pathway, Driver's rest room, Utility building, STP, Security room, ACP panels, Electrical Rooms, Internal cleaning of all service shafts, Terrace, and all external areas etc. The work also includes engaging the services of personnel for miscellaneous works (i.e. like shifting of files and store materials, furniture, scrap, temporary work, etc.) or any other services assigned to them from time to time by TICEL.
- b) Environmental services including cleaning of all common areas, development center and also the toilets, AHU and electrical rooms within offices and commercial leased out areas and premises covering under (i) cleaning of floors, walls, columns, furniture, bins, lifts, staircases, ramps etc. Special Architectural and decorative features and internal planting, (ii) Toilets including WC areas-floors and ceiling walls/cubical partitions, mirrors, light fittings, false ceiling tiles, grills and diffusers, sanitary ware and wash basin sanitary bins soap dispensers, pantry facility (iii) All external surfaces of the building including open terrace, lift machine rooms, etc. (iv) All service shafts (v) All basement areas (vi) Entire service building – inside and outside including open terrace (vii) Underground Water tank, OHT, TES facility, Fuel oil installation, Sewage collection well STP plant room and pumping facility, Storm water disposal, Pump Room, Gas bunk room (viii) Roads, trenches, culverts. Sanitary wares and fittings. On regular Basis Toilets should be cleaned Three times a day. TICEL Office should be cleaned before 9 am every day. Onetime cleaning to be done for the balance area viz. common area, AHU / Electrical, Lift Lobbies, Staircase etc.,
- c) Besides above, HK agency has to carryout cleaning work in any area of the building / outer, on demand, as per requirements of the day, within the available manpower as desired by TICEL
- d) Ground maintenance to keep in good, clean condition the structure, appearance and maintain in excellent order, the car park, paving & roads, service yards, STP, Pump room and service buildings etc.,
- e) Waste Management from collection from various points including from leased out / bought out areas, Development Centre, Food Court etc., to disposal site (devise, develop and implement a waste management regime, including removal of waste from all litter bins and other designated areas to Central collection center and segregation of waste before final disposal) outside of TICEL as prescribed by statutory authorities like Pollution Control Board, Corporation of Chennai etc, If bidder removes garbage through authorized service provider the necessary approval certificate from Chennai Corporation should be submitted to TICEL. It also includes the segregation of the waste as per local body norms.

**II) Types of Services and their Frequency:**

| <b>A. Works to be completed by 8.30 am on all working days</b> |                                                                                                                                                                                                                                                                                                                                                                                                   |                                                |                                                           |                                                          |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------|
| <b>Sl No</b>                                                   | <b>Type of service</b>                                                                                                                                                                                                                                                                                                                                                                            | <b>Frequency of service</b>                    | <b>Method</b>                                             | <b>Penalties for Non-Completion/ Unsatisfactory work</b> |
| 1                                                              | Sweeping & wet mopping of all floors i.e. Ground + 5 floors of TICEL – I & Ground + 13 Floor of TICEL – II all Blocks common areas Basements including lift lobbies, lift care, TICEL Office, Leased out area, workstation area, floor area cabin enclosures, other working/ office areas, Food Court, Development Centre etc.                                                                    | Daily Once. In addition as and when required   | Manually/ Mechanized                                      | Rs. 2,000/- per floor per day                            |
| 2                                                              | Cleaning of AHU/Electrical rooms of all floors i.e. Ground + 5 floors of TICEL – I & Ground + 13 Floor of TICEL – II, basements, server room, IBMS room, backbone room, food court, Development Centre all blocks as per the schedule.                                                                                                                                                            | Weekly Twice. In addition as and when required | Manually/ Mechanized                                      | Rs. 2,000/- per floor per day                            |
| 3                                                              | Collection of waste from the bin/ basket, food court and storing at common place. Thereafter, segregation of waste as per local body norms.                                                                                                                                                                                                                                                       | Daily Twice. In addition as and when required  | Manually                                                  | Rs. 4,100/- per day                                      |
| 4                                                              | Dusting & wiping of all work stations in TICEL Administrative office, TICEL control Centre service building, development centre and security kiosk along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc, telephone instrument, pedestal fans, cabins including desk chairs, tables, side-units, sofas & other furniture on the floors. | Daily Once. In addition as and when required   | Manually using dry & wet cloth as per requirement         | Rs. 500/- per day                                        |
| 5                                                              | Glass cleaning in passages, lobbies, corridors and of cabins from inside & outside, food court, development center, SME Modules etc, TICEL office, reception area                                                                                                                                                                                                                                 | Weekly Once. In addition as and when required  | Manually using dry & wet cloth Using spray liquid cologne | Rs. 500/- per floor per day                              |
| 6                                                              | Sweeping of internal stairs (TICEL I & II in all Blocks including terrace & ground to basements), External Stairs, parking area, Drive way, paving, roads, service yards and compound area around TICEL premises.                                                                                                                                                                                 | Weekly twice. In addition as and when required | Manually/ Mechanized                                      | Rs. 500/- per floor per day                              |
| 7                                                              | Sweeping & wet mopping of Entrance Lobbies, Lift Lobbies on Ground Floors food court commercial area, development area of TICEL I & II.                                                                                                                                                                                                                                                           | Daily Twice. In addition as and when required  | Manually using necessary tools and cleaning materials     | Rs. 500/- per day                                        |

| <b>B. Miscellaneous Works and PPM activity</b> |                                                                                                                                                                                                                                         |                             |                                                                                                                      |                                                          |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>SI No.</b>                                  | <b>Type of service</b>                                                                                                                                                                                                                  | <b>Frequency of service</b> | <b>Method</b>                                                                                                        | <b>Penalties for Non-Completion/ Unsatisfactory work</b> |
| 1                                              | Providing services to carry out misc. works such as filing, shifting/ arranging of materials in store rooms, shifting of materials one floor to another, messenger service, temporary work etc. or any other assignment given by TICEL. | As and when required        | Manually from the pool of personnel deployed for cleaning activities                                                 | Rs.1000/- per day                                        |
| 2                                              | Cleaning of Overhead tanks & Chambers) and utility OHT of TICEL I & II.                                                                                                                                                                 | Once in four month          | Mechanized Dewatering, Sludge Removal, High Pressure Cleaning, Vacuum Cleaning, Anti- Bacterial Spray, UV Radiation, | Amt. actually paid to any external agency                |
| 3                                              | Cleaning of UG sump (RAW/Treated)                                                                                                                                                                                                       | Once in 12 months           |                                                                                                                      | Amt. actually paid to any external agency                |
| 4                                              | Cleaning of UG sump (fire)                                                                                                                                                                                                              | Once in 12 months           |                                                                                                                      | Amt. actually paid to any external agency                |
| 5                                              | Dry cleaning and maintaining all the tablecloth and frill cloth, which are used for conference hall, areas inside and outside anywhere used.                                                                                            | Once in Three months        | Dry Cleaning                                                                                                         | Rs.2,000/- per Service                                   |
| 6                                              | Necessary table, seating arrangements to be done at Training cell as per the booking                                                                                                                                                    | As and when required        | Manually/ Mechanized                                                                                                 | Rs.500/- per Services                                    |
| 7                                              | Cleaning of the false ceiling tiles in all common area and Toilets etc.,                                                                                                                                                                | Once in Two months          | Manually/ Mechanized                                                                                                 | Rs. 2,000/- per floor                                    |
| 8                                              | Cleaning of SS Handrails, MS Handrails and poly carbonate sheets in lift lobby areas                                                                                                                                                    | Once in a week              | Manually/ Mechanized                                                                                                 | Rs.1,000/- per floor                                     |

| <b>C) Works to be carried out daily at different intervals</b> |                                                                                                                                                                                                                                                  |                    |                                                                                                                   |                                                        |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
|                                                                | <b>Type of service</b>                                                                                                                                                                                                                           | <b>Frequency</b>   | <b>Method</b>                                                                                                     | <b>Penalty for Non-completion/ Unsatisfactory work</b> |
| 1                                                              | Scrubbing and washing of stairs Ramp & removing pan stains if any from the corners                                                                                                                                                               | Weekly once        | Manually/ Mechanically as the circumstances may demand                                                            | Rs. 2000 per week                                      |
| 2                                                              | Removing of cobwebs from the Walls/ <b>ceiling</b> etc. Daily check is to Be maintained                                                                                                                                                          | Fortnightly once   | Manually/ Mechanized as the Circumstances may Demand                                                              | Rs. 5000 per Fortnight                                 |
| 3                                                              | Shampoo Cleaning of all Carpets, Sofas, Chairs at Conference Hall, grand reception and TICEL Administrative office, Development Center, Food Court chairs other working/office areas etc. using standard quality of shampoo meant for shampooing | Monthly once       | Manually/ Mechanized Vacuuming & shampooing                                                                       | Rs.5000 per month                                      |
| 4.                                                             | Cleaning of all carpets laid in leased out area, Conference rooms etc using standard quality of shampoo meant for carpet shampooing                                                                                                              |                    |                                                                                                                   |                                                        |
| 5.                                                             | Dry vacuum cleaning. In TICEL office, conference room, and all leased out area, development centre etc.                                                                                                                                          | Fortnightly once   | Mechanized Vacuuming                                                                                              | Rs.5000 per Fortnightly                                |
| 6.                                                             | Shampoo cleaning                                                                                                                                                                                                                                 | Quarterly once     | Mechanized vacuuming & shampooing                                                                                 | Rs.5,000 per Quarter                                   |
| 7.                                                             | Scrubbing & cleaning of Entrance Lobbies, Lift Lobbies on Ground Floor                                                                                                                                                                           | Weekly once        | Mechanized Cleaning                                                                                               | Rs.5,000 per Month                                     |
| 8.                                                             | Cleaning of Sofas and Executive Chairs in cabins and enclosures                                                                                                                                                                                  |                    |                                                                                                                   |                                                        |
| 9.a                                                            | Dry vacuum cleaning.                                                                                                                                                                                                                             | Monthly once       | Mechanized Vacuuming                                                                                              | Rs.500/- per floor per month                           |
| 9.b                                                            | Shampoo cleaning in TICEL office and conference room Development centre                                                                                                                                                                          | Quarterly once     | Mechanized vacuuming & shampooing                                                                                 | Rs.5,000 per month Quarter                             |
| 10                                                             | Dusting, cleaning etc. of roller/Vertical blinds to keep them in working condition throughout the year                                                                                                                                           | Monthly once       | Manually using wet cloth & liquid dry & detergent                                                                 | Rs.2,000 per floor per month                           |
| <b>Maintenance of Glass Windows and Louvers</b>                |                                                                                                                                                                                                                                                  |                    |                                                                                                                   |                                                        |
| 11.                                                            | External cleaning of Entrance reception Glass area, Canopy glass, louvers, spider glass, utility shutter door etc. of TICEL I & II building.                                                                                                     | Fortnightly Once   | Manually using necessary tools and cleaning materials. In addition, safety belts and other security arrangements. | Rs. 2500 per fortnight                                 |
| 12                                                             | Removal of stagnant water from Basement, AHU Room terrace canopies and External drainage cleaning of sewage system, Manhole (also storm drainage water system)                                                                                   | As per requirement | Manually / Mechanized cleaning caning                                                                             | Amt. actually paid to any agency                       |

| Item Description      | Qty.   | Penalty for Nonperformer |
|-----------------------|--------|--------------------------|
| Spade                 | 1      | Rs.10 / day              |
| Crow Bars             | 5 nos. | Rs.25 / day              |
| Lawn mover            | 1 no.  | Rs.10 / day              |
| Sprayer               | 1 no.  | Rs.20 / day              |
| Plant Cutters         | 3 nos. | Rs.25 / day              |
| Garden Scissors       | 5 nos. | Rs.25 / day              |
| Secateurs             | 2 nos. | Rs.20 / day              |
| Sickle                | 2 nos. | Rs.25 / day              |
| Rake                  | 2 nos. | Rs.25 / day              |
| Required size hoses   | 1 no.  | Rs.50 / day              |
| Grass cutting machine | 1 no.  | Rs.100 / day             |

- The O&M shall include regular operation and breakdown maintenance, attending regular faults, carrying out PPM activities and maintaining logbooks for all the activities. Penalties for Non-Completion/ Unsatisfactory work will be deducted at actual, paid to any agency from the invoice of the respective month.
- Floor finishes: For purposes of tender, the bidders will have to assume that all flooring will be in the form of ceramic tiles, vitrified tiles and or granites and carpets and dado wall tiles, kota stone, cement flooring and basement, etc.,
- TICEL will provide free of cost garbage collection yard at TICEL. All other bins throughout the building at critical locations shall be provided and maintained by HK CONTRACTOR. During fit out period, waste generated by interior Contractors engaged directly by occupants shall come under the responsibility of the respective interior contractors who shall be required through the **"Bye-Laws"** to collect, transport and deposit all kinds of wastes generated by them in the designated bins. After the completion of the interior works, all the waste generated by the occupant will be disposed within one week time by them. The waste materials shall be taken from the site through the service lifts only.
- All wastes shall be categorized and segregated as per standards and stored on a daily basis at designated place, generally out of sight of the visitors and Occupants. Storage yard for this purpose will be provided by TICEL free of cost. However maintaining the storage yard as well as co-ordinating the timing and the manner of removal by the licensed disposal agency shall fall within the responsibility of the HK CONTRACTOR without any extra cost.
- The successful bidder shall also ensure that manpower and Organizational strength committed to TICEL is not diluted in any manner on account of additional services as required by TICEL, under taken by them directly with Occupant. In respect of consumables for common area Toilets, TICEL will supply free of cost liquid soap refills and toilet papers to the HK CONTRACTOR who shall undertake to monitor and refill the consumables within the quoted rates and no extra will be paid for this

service in respect of common areas.

- All payment to any agency for cleaning blocks in sewage system, Manhole (also storm drainage water system) shall be met by HK CONTRACTOR within the quoted rates, and he is fully responsible for this work.
- The roof is accessible independent of the Facade Access Systems. HK CONTRACTOR's shall ensure that no negligent act is carried out by anybody on the terrace which damages the weathering course that may lead to leaks. The HK CONTRACTOR shall also ensure cleaning of drains, Rain water out fall points, grating etc. and maintain the roof in clean condition at all times and particularly so in pre monsoon and monsoon times. The Water proofing of terraces as well as basement, service building, STP and all other service building and toilets shall be closely monitored and managed by the HK CONTRACTOR.
- Cleaning of Food court, pantry comes under HK CONTRACTOR's scope. Cleaning of pantries in TICEL office/and all other common areas fall under the scope of the HK CONTRACTOR.
- The food court cleaning includes cleaning of table, chair, floors and ceiling. The Housekeeping staff should wear proper uniform, hand gloves, head mask, should be equipped with tools equipment.
- Taking over the services from the existing HK & WM Contractor including all records, documents, recording, Packing System, Reporting system and Documents, Log books, etc. complete with a minimum overlap of at least one (1) week. Similarly on completion of the contract, the HK & WM Contractor should arrange to handover all the records and documents and works including training on routines to be followed, etc. to the new agency selected and appointed by the Owner.
- The bidder shall submit the details of proposed deployment of man power to the owner category wise such as House Keeping supervisor, skilled plumber and Housemen etc. as detailed in Volume-II Man power requirement.

### III) Tank Cleaning, Supply of Equipment & Tools (Price bid BoQ No.1.06, 2.06, 3.06)

#### a) Mechanized Tank Cleaning works

| Sl. No. | Item Description | Frequency       |
|---------|------------------|-----------------|
| 1       | Overhead tank    | Once in every 4 |

|   |                                                                |                   |
|---|----------------------------------------------------------------|-------------------|
|   | (each Capacity 10,000 litre) - 6 Nos.                          | months            |
| 2 | Fire Sump at Basement (2 Lakh Capacity)- 1 Nos                 | Once in 12 months |
| 3 | Raw Water sump at Basement (2 Lakh Capacity)-2 Nos             | Once in 12 months |
| 4 | Underground Sump (Sewage & Effluent -Each 10,000 litre) -4 Nos | Once in 12 Months |

**b) Equipment To Be Supplied By Contractor Throughout The Contract Period.**

| Sl. No. | Item Description                                                                                                         | Unit | Quantity |
|---------|--------------------------------------------------------------------------------------------------------------------------|------|----------|
| 1       | Heavyduty Wet and Dry Industrial Vacuum Cleaner Spec.: 60-70 ltrs.                                                       | Nos  | 1        |
| 2       | High Pressure Water Jet Machine                                                                                          | Nos  | 1        |
| 3       | Heavy Duty Industrial scrubber and drier make: Roots Scrub BT 4545 / BT 6050 (Battery Operated Automatic Scrubber Drier) | Nos  | 1        |
| 4       | High speed single disc scrubber                                                                                          | Nos  | 1        |
| 5       | Industrial Trolley 300 kg Heavy duty                                                                                     | Nos  | 2        |
| 6       | Aluminum Telescopic Pole - 30 feet                                                                                       | Nos  | 2        |

**c) Plumbing Tools**

| S.No | Description                            | Unit | Qty |
|------|----------------------------------------|------|-----|
| 1    | Pipe Wrench                            | Nos  | 2   |
| 2    | Adjustable Wrench                      | Nos  | 2   |
| 3    | Adjustable Spanner                     | Nos  | 2   |
| 4    | Combination Pliers                     | Nos  | 2   |
| 5    | Screwdriver set                        | Each | 3   |
| 6    | Measurement Tape                       | Each | 2   |
| 7    | Safety Belt/Rope and other accessories | Lot  | 2   |

**Garden Tools to be Supplied by Contractor throughout the Contract period.**

| S.No | Description                                        | Qty. (Q) |
|------|----------------------------------------------------|----------|
| 1    | Spade for the pose of mixing and soil preparation. | 1 Nos    |

|    |                                                                    |       |
|----|--------------------------------------------------------------------|-------|
| 2  | Crow Bars for the purpose of removing of weeds and soil loosening. | 2 Nos |
| 3  | Lawn mover for the purpose of drying the lawn                      | 1 Nos |
| 4  | Sprayer for the purpose of pesticides spraying                     | 1 Nos |
| 5  | Plant Cutters for the purpose of trimming the trees                | 2 Nos |
| 6  | Garden Scissors for the purpose of trimming the plants             | 3 Nos |
| 7  | Secateurs for the purpose of proofing shrubs                       | 2 Nos |
| 8  | Sickle for the purpose of wild weed removing                       | 2 Nos |
| 9  | Rake for the purpose of clearing of dry leaf and loosening of soil | 2 Nos |
| 10 | Required size hoses for required length (minimum 200 mtr.)         | 1 Nos |
| 11 | Grass cutting machine                                              | 1 Nos |

#### IV) Man Power Requirement:

i. Manpower requirement is estimated as given below:

| Category                  | Shift - I<br>(7 AM to 4 PM) | General Shift<br>(9 AM to 6 PM) | Shift - II<br>(12 PM to 9 PM) | Shift - III<br>(9 PM to 6AM) | Total |
|---------------------------|-----------------------------|---------------------------------|-------------------------------|------------------------------|-------|
| Cleaning Staff (G)        | 9                           | 1                               | 9                             | 2                            | 21    |
| Cleaning Staff (L)        | 9                           | 5                               | 9                             | 0                            | 23    |
| Supervisor- Soft services | 1                           | -                               | 1                             | -                            | 2     |
| Plumber                   | 1                           | 2                               | 1                             | -                            | 4     |
| Gardener                  | 1                           |                                 | 1                             |                              | 2     |
| Total                     |                             |                                 |                               |                              | 52    |

(\*) However, TICEL reserves the right to modify/ change the shift pattern, timing and No. of staff depending upon its needs with quoted rate

ii. The House Keeping Staff/Officer can avail only Two Rest Breaks as given below:

| Rest Breaks | Time                                         | Shift                 |
|-------------|----------------------------------------------|-----------------------|
| Breakfast   | 9 A.M to 9.30 A.M                            | 1 <sup>st</sup> Shift |
| Lunch       | 1.00 PM to 1.30 PM                           |                       |
|             | 1.00 PM to 2.00 PM                           | General Shift         |
|             | 2.00PM to 2.30 PM                            | 2 <sup>nd</sup> Shift |
| Evening     | 5.30 PM to 6.00 PM                           | 2 <sup>nd</sup> Shift |
| Night       | 30 Minutes (2 Break, as per supervisor Inst) | 3 <sup>rd</sup> Shift |

(8 Hour Shift): The above duration of shift includes 8 hours working and one

hour for lunch breakfast/tea etc. (Total 9 Hrs.)

- TICEL reserves the right to increase or decrease the manpower requirement as per LOA **with existing quoted rate.** Intent will be issued before 10 days of commencement of next contract month. If no intent is issued, it is presumed that previous month manpower will be continued.
- The contractor is responsible to deploy the manpower on monthly basis. The payment shall be made on the actual deployment at the quoted rate for each category of cleaning staff/Supervisors. Housekeeping staff should be trained adequately in the particular trade for carrying out the work as per the scope of work at the satisfactory level.

**Scheduled man days on Sunday/National Holidays as below:**

| Category             | Shift-I<br>(7 AM to<br>4 PM)* | General Shift<br>(9AM to<br>6PM)* | Shift-II<br>(12PM to<br>9PM)* | Shift –<br>III (9PM<br>to 6AM)* | Total     |
|----------------------|-------------------------------|-----------------------------------|-------------------------------|---------------------------------|-----------|
| Gents                |                               | 6                                 |                               |                                 | 6         |
| Ladies               |                               | 5                                 |                               |                                 | 5         |
| Supervisor<br>(Soft) |                               | 1                                 |                               |                                 | 1         |
| Plumber              |                               | 1                                 |                               |                                 | 1         |
| <b>Total</b>         |                               |                                   |                               |                                 | <b>13</b> |

However, TICEL reserves the right to modify/change the shift pattern & timing depend upon the needs. The charge for the above labour is included in the quoted price. No extra will be charged.

**iii. Qualification of personnel to be deployed by the Contractor:**

- The Supervisors (Soft Service) should be graduate with minimum 3 years with relevant experience or literate non-graduate with minimum 5 year experience.
- The Housekeeping staff should be literate & should have adequate experience in Housekeeping of building including toilets. Age limit should be between 25 years to 50 Years.
- Plumber should know to operate plumbing and sanitary materials such as EWC, IWC, all valves, pipecock and electrical motors and have the working experience in the multistoried building of IT / Malls / Hotels and having the age limit 25 to 50 years. Plumber should be expertise in all kinds of PVC, CPVC, HDPE, CI, UPVC, Pump operations etc.**
- Gardener should know about Lawn and Garden development and well known to operate the grass cutting machine, and other trees, plant maintenance, pouring fertilizers. Having minimum 5 years' experience and age 25 to 50 years.

The bidder shall submit the details of proposed deployment of manpower to the owner, category wise such as Supervisor, Plumber and Housekeeping staff etc.

- The Successful Bidder should provide shift mobile phone to HK supervisor and the cost shall also be borne by the Bidder.
- The Successful Bidder shall be responsible for the safety and security of all the items under their custody such as furniture, equipment, fixtures, rubber mats, nylon mats, taps, water hosepipes etc. TICEL will recover the cost of any damage to TICEL property from Successful Bidder's Monthly bill.

- The Supervisor (Soft services) should walk through the facility atleast once in all shifts to up keep and achieve the decided level of efficiency of House Keeping, Plumbing and Garden maintenance services in TICEL. In addition, Successful Bidder should visit the site physically once in a week and supervise to carry out the instructions of TICEL.

The Supervisor shall monitor and coordinate all activities related to plumbing, pest control, gardening, and any other maintenance works assigned by TICEL from time to time. The Supervisor shall ensure timely execution of preventive and corrective maintenance activities, maintain preventive maintenance checklists, repair and maintenance records, material requirement registers, and other relevant documentation. All such records and reports shall be submitted to TICEL through the proper channel at the prescribed intervals or as and when required.

- **Successful Bidder's Employees**

i) The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skillful in their tasks. The Successful Bidder should provide necessary uniform to their Housekeeping and Facility Management Services staff at their own cost. The cost of Identity Cards to the staff shall also be borne by the Successful Bidder. The personnel employed by the Successful Bidder shall compulsorily wear uniform prescribed by TICEL while on duty and shall always carry his / her Identity Cards. For new joiners, uniform should be provided within 7 days from the date of joining.

ii) In addition to the above, Supervisor shall co-ordinate and report to the concerned officer and in charge of TICEL

## 7. EQUIPMENT LISTS

Following equipment and machines should be provided by the contractor and stationed and utilized for execution of services for TICEL – under this contract:

| Sl. No | Equipment Type                                                                                              | Qty.  | Function                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------------------|
| 1      | Heavy Duty Wet and Dry Industrial Vacuum cleaner<br>Spec: 60-70 Liters Capacity                             | 1 No. | Wet and Dry Vacuuming for spills, flooding, carpet cleaning, floors, Computers, Telephone etc. |
| 2      | High Pressure Water Jet Machine                                                                             | 1 No. | Toilet Cleaning for Urinals & Commodes                                                         |
| 3      | Heavy Duty Industrial scrubber and drier -Scrub BT 4545/ BT 6050(Battery Operated Automatic Scrubber Drier) | 1 No. | Scrubbing of floors at Grand reception and Atrium area                                         |
| 4      | High Speed Single disc Scrubber                                                                             | 1 No. | Scrubbing of floors at Toilet, Lift Lobby, Heavy footfall area etc.                            |
| 5      | Industrial Trolley 300kg heavy duty                                                                         | 2 Nos | Material transportation and garbage disposal                                                   |
| 6      | Aluminum Telescopic Pole – 30Feet                                                                           | 1 Nos | Glass Cleaning, cob web etc.                                                                   |

**Penalty:** If above equipment and machinery is not provided, penalty will be imposed.

All the Drilling Machines, Plumbing Tools, Tools needed for plumbing to be provided and maintained by the Contractor. In addition, raincoat and torch light and any other hand lamps should be provided by the contractor within the quoted rate.

## **7. GENERAL**

- i) All the checklists and other printed formats to be supplied by the contractor.
- ii) At least one computers to be placed in the allotted location in order to prepare and submit various required records which has to be maintained by contractor.
- iii) An electronic attendance device (face detection / biometric time and attendance system) should be put in use as a backup record for attendance proof.
- iv) Necessary table, seating arrangements to be done at Training centre Hall in Development Center etc. as per the booking.

- v) Floor Carpet to be vacuum cleaned as per TICEL's direction
- vi) Polishing of all brass fire hydrant nozzles.
- vii) Upholstery shampooing of chairs as per the schedule.
- viii) Cleaning of AHU/Electrical rooms as per the schedule

### **WASTE MANAGEMENT**

Maintaining records pertaining to water receipt from various sources like Corporation pipeline, and private water suppliers.

Maintaining records of water level at UG sump and Overhead tanks. Pump operation of (raw water pump and Landscaping pump)

Forecasting of water requirements.

Recording of water meter readings on a daily basis.

Cleaning of Overhead tank once in a 6 months.

Cleaning of Raw water tank, Fire tank and R.O water tank once in Six months.

### **RECHARGE PIT**

Maintaining level records. Pump operation, cleaning once in a month

### **PUMP OPERATION**

Cleaning and removal of sludge once in a month in all the pits (Basements, rainwater recharge pit rainwater Trench). The penalty for not performing the job will be recovered from the bill as decided by TICEL.

### **PPM (Periodic & Preventive Maintenance)**

Regular cleaning and de-scaling of all the shaft lines. (GI, PVC, CI, HDPE) to ensure free flow and avoid any choking.

Cleaning of manholes around the building as per PPM schedule.

Checking of all the fixtures/lines of toilets and replacing required spares wherever required.

Maintaining records of spare purchase, stock in hand and consumption details.

### **QUALIFICATION FOR TECHNICIANS**

|    |         |                                                                                  |
|----|---------|----------------------------------------------------------------------------------|
| 1. | Plumber | ITI with 3 Years' experience (or) 15 years' experience in relevant field and (d) |
|----|---------|----------------------------------------------------------------------------------|

Daily generated waste to be cleared from all the common areas, food court area, garden area, pantry, Training Centre area and occupants' areas at least twice a day. i.e. once in the morning and once in the evening. If the contractor engages service provider for removal of garbage/recycling material, agreement should be submitted before commencement of the contract.

Waste Segregation to be done by the contractor strictly adhering to TNPCB (Tamil Nadu Pollution Control Board)/Corporation of Chennai and solid waste Management Rules 2016 etc.

- (a) Segregate and store the waste generated in three separate streams namely bio-degradable, non-bio-degradable and domestic hazardous waste in suitable bins and hand over segregated waste to authorized waste pickers or waste collectors as per direction or notification by local authorities from time to time.

Wrap securely the used sanitary waste like diapers, sanitary pad etc. in the pouches provided by the manufacturers or brand owners of these products or in a suitable wrapping material as instructed by the local authorities and shall place the same in the bin meant for dry waste or non-biodegradable waste;

- (b) Store separately construction and demolition waste, as and when generated, in premises and dispose of as per construction and demolition Waste management Rule, 2016 and
- (c) Store horticulture waste and garden waste generated from premises separately and dispose of as per the direction of the local body from time to time.
- (d) No waste generated shall be thrown, burnt or buried on street, near open land, open public spaces outside TICEL premises or in drain or water bodies.
- (e) Everyday, garbage is to be collected from the dumping yard and disposed as per TNPCB, Cbe/CCC recommendation to an approved/authorized dumping yard from time to time. (Copy of an approval letter from CCC to be submitted for verification.) The cost of internal transportation of dustbin waste and waste materials from main building to garbage yard is included in the scope and the transportation for this has to be arranged by Lorry daily at their cost morning before 9.00 a.m. and evening before 4.00 p.m. within the quoted rate.
- (f) All the waste generated in the premises should be quantified in category wise and should be disposed as per norms. Records should be maintained for the same.
- (g) The recyclable materials viz; carton box, papers, paper cups etc. to be disposed through authorized waste picker or the authorized recyclers.

#### **SCOPE OF WORK FOR OPERATION OF LAWN AND GARDEN:**

The daily operation and Maintenance and of the landscaping shall include, but not limited to:

- a. Watering of all plants / trees and lawn.

- b. De-weeding and cutting and mowing of lawn Grass cutting with necessary machinery.
- c. Application of cow dung, fertilizers, manure and pesticides as and when required.
- d. Replacing of any plants and trees dying during the maintenance period if any. (not due to natural calamities.)
- e. Collection and disposal of all cutting and pruning waste, fallen leaves, cut lawn, dug up soil, surplus earth and all other organic and inorganic waste at appropriate location earmarked by local bodies outside the TICEL – III campus.
- f. Operation & Maintenance including Frequent cleaning of water cascade, fountain and other water bodies located indoor & outdoor of TICEL premises.
- g. Operation of water fountain and cascade if available.
- h. Periodic changing and rotation of potted plants inside and outside the premises.
- i. Periodic maintenance of the cascade water pumps, fountain water pumps if available, etc.
- j. PPM of irrigation system pumps, panels, motors and submission of necessary checklist and report to the owner.
- k. Attending to break downs in any of the systems, the minimum repair will be borne by the contractor.
- l. Picking the weathered fallen leaves inside the lawn area and visitors' path area and disposing it in a systematic arrangement.
- m. The O&M Contractor shall provide any and all safety equipment required to ensure that its staff is able to carry out the works without risk of injury or death to themselves or any other person within TICEL Bio Park – III or risk of damages to any part of the fabric of the building or installation within the building.
- n. The O&M Contractor shall attend to all complaints regarding the Contractor's performance of the works what may be made by the Owner.
- o. The O&M contractor shall meet all of its liabilities or obligations as an employer under various Indian Government, Tamil Nadu State Government and other statutory authorities.
- p. In carrying out the work the O&M Contractor shall be permitted to make use of water and electricity supplies in the Building provided that at all times the O&M Contractor will ensure that such services are used as efficiently as possible.
- q. The O&M Contractor shall 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.
- r. The O&M Contractor shall be responsible for maintaining all working areas in safe condition and ensuring that all its employees follow appropriate safe work practices.
- s. Any breakdown, loss of material or damage to the landscaping work as a result of negligent activity on the part of the O&M Contractor shall be deemed to be unsatisfactory performance and must be immediately re-instated to the proper condition.
- t. The O&M 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 any government authorities as may be required by Applicable law.
- u. The invoice for each month shall be submitted by the O&M Contractor to the Owner at the latest by the seventh (7<sup>th</sup>) day of the month succeeding the end of the relevant month. After verification and certification of the Invoice by the TICEL Payment will be made within fifteen (15) days of certification.
- v. The O&M Contractor will provide all tools, hose, food feeding any spreading medicines to plants required to enable it to carry out the works. Necessary materials will be provided by TICEL.
- w. The O&M Contractor shall engage minimum daily required labourers for 8 hours working (preferable 9 AM to 6 PM and one hour lunch) on 6 days / week. One

Supervisor once in a week to carryout the above obligation of maintenance work as detailed in the scope of work.

- x. The badminton court and Volley ball court shall be well maintained by the contractor as per requirement and as directed by TICEL

- Note:**
- 1. Also, it is the scope of Housekeeping and Garden Maintenance is to clear all the jungles and unwanted plants should be removed from TICEL 5 acre land.**
  - 2. Always the 5 acre should be neatly maintained. Initially TICEL may clear all the jungle by machinery and handed over to selected contractor. Further maintenance of cleaning is the scope of the contractor. Failing which TICEL may arrange labour will be recovered from the contractor.**

Following materials to be supplied by TICEL as and when required:

1. Organic manure
2. Bio fertilizer
3. DAP
4. Weedicides
5. Pesticides
6. Cow dung

**8. QUARTERLY PERFORMANCE EVALUATION**

| <b>SL. NO</b> | <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Marks</b> | <b>Score</b> | <b>Remarks</b> |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|----------------|
| 1             | Whether the contractor has provided the man power and materials as per contract terms and conditions, timely payment of salaries to all staff on or before the 7th day of every month, fulfilling EPF, ESI remittance on timely, medical insurance covers for eligible staff and other statutory provisions. (Pay slip details and bank account statement of individual employees of the contractor will have to be submitted for verification of TICEL) | 5            |              |                |
| 2             | Whether the contractor has maintained the operating procedures, PPM schedules, clients performance report, water consumption report, sanitary fixtures - failure / missing / damage report, chemical / cleaning material consumption report, waste management disposal report etc.                                                                                                                                                                       | 5            |              |                |
| 3             | Whether the contractor has maintained log books for daily housekeeping and technical activities, equipment running status, deployment sheet, check list and submitted all reports to TICEL periodically.                                                                                                                                                                                                                                                 | 5            |              |                |
| 4             | Whether the contractor has provided the adequate trainings, meetings and technical updates to his employees.                                                                                                                                                                                                                                                                                                                                             | 5            |              |                |
| 5             | Whether the contractor has provided the required basic Tools and Accessories to his technical employees, Personal Protective equipment like shoes, uniforms, other required PPE's, computers and other required office equipment for housekeeping.                                                                                                                                                                                                       | 5            |              |                |
|               | Total                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>25</b>    |              |                |

**Note: -**

- Performance Evaluation will be done by TICEL for every quarter.
- First 3 time performance will be total 75 marks. Out of 75, the contract should score 60 marks. If only the marks 60 and above will be considered for further renewal

## 9. PRE QUALIFICATION CRITERIA

TICEL BIO PARK, Chennai invites Tender for Providing Housekeeping, Plumbing and Garden Maintenance at TICEL Bio Park – I & II @ Chennai.

### Eligibility of Pre-Qualification

#### a) Experience of the Contractor

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of Housekeeping Service 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 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26

#### b) Experience in similar work (Providing Housekeeping Services):

The TENDERER should have satisfactorily completed the Housekeeping Services Works in minimum G+4 Floors (Multi-storied building) having minimum of 3 lakhs sq.ft. single building area

Experience of having successfully completed similar Housekeeping Services Works during the any one of the last 5 years (FY 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26) should be either of the following:-

- i) One similar (Housekeeping Services Works) completed work, costing not less than the amount equal to Rs.110 in any one year.  
or
- ii) Two similar (Housekeeping Services Works) completed works, each costing not less than the amount equal to each Rs.85 lakhs in any one year.  
or
- iii) Three similar (Housekeeping Services Works) completed works, each costing not less than the amount equal to each Rs.55 lakhs in any one year.

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

- c) Should have employed at least 35 housekeeping personnel in a day in HK Services in a single location, continuously for minimum one year in any one of the last 3 years (FY 2023-24, 2024-25 & 2025-26).

#### d) Average Annual Turnover

Average Annual Turnover of minimum Rs.100 Lakhs in HK & WM service by the legal entities /Firm/ Company in any one of the last three Financial Year 2023-24, 2024-25 & 2025-26.

#### e) Banker Solvency

Should produce Banker Solvency for Rs.55 lakhs from Nationalized / Scheduled bank obtained not earlier than 3 months from the last date of submission of Tender.

- f) Consortium of bidders not allowed.

**PRE – QUALIFICATION CRITERIA****a) Experience of the Contractor**

The TENDERER should be a well-established contractor, having experience of minimum 5 years in the field of Housekeeping Service 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 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26.

| IT Details (Enclosures) |  |
|-------------------------|--|
| FY (2021-22)            |  |
| FY (2022-23)            |  |
| FY (2023-24)            |  |
| FY (2024-25)            |  |
| FY (2025-26)            |  |

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

Signature of Tenderer

**PRE-QUALIFICATION CRITERIA (b)****b. DETAILS REQUIRED TO SATISFY THE PRE QUALIFICATION****Experience in similar work (Providing Housekeeping Services:**

The TENDERER should have satisfactorily completed the Housekeeping Services Works in minimum G+4 Floors (Multi-storied building) having minimum of 3 lakhs sq.ft. area

Experience of having successfully completed similar Housekeeping Services Works during the any one of the last 5 years (FY 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26) should be either of the following:-

(1) One similar (Housekeeping Services Works) completed work, costing not less than the amount equal to Rs.110 Lakhs in any one year.

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

Or

(ii) Two similar (Housekeeping Services Works) completed works, each costing not less than the amount equal to each Rs.85 lakhs in any one year.

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

or

- (iii) Three similar (Housekeeping Services Works) completed works, each costing not less than the amount equal to each Rs.55 lakhs in any one year.

| FY                                                                                                                                                       | Work                                                                                                                                                                                  | 1 <sup>st</sup> Work | 2 <sup>nd</sup> work | 3 <sup>rd</sup> work |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|
|                                                                                                                                                          | <ul style="list-style-type: none"> <li>Name of Work:</li> <li>Work value:</li> <li>No. of Floors:</li> <li>Area:</li> <li>Work Order / Agreement:</li> <li>Completion on :</li> </ul> |                      |                      |                      |
|                                                                                                                                                          | <ul style="list-style-type: none"> <li>Name of Work:</li> <li>Work value:</li> <li>No. of Floors:</li> <li>Area:</li> <li>Work Order / Agreement:</li> <li>Completion on :</li> </ul> |                      |                      |                      |
|                                                                                                                                                          | <ul style="list-style-type: none"> <li>Name of Work</li> <li>Work value:</li> <li>No. of Floors:</li> <li>Area:</li> <li>Work Order / Agreement:</li> <li>Completion on :</li> </ul>  |                      |                      |                      |
| Note: Bidder should submit documentary evidence for the above. The documents shall indicate the area of building, number of floors and period of service |                                                                                                                                                                                       |                      |                      |                      |

Signature of Tenderer

**PRE-QUALIFICATION CRITERIA (c)****DETAILS REQUIRED TO SATISFY THE PRE QUALIFICATION**

Should have employed atleast 35 housekeeping personnel in a day in HK Services in a single location, continuously for minimum one year in any one of the last 3 years (FY2023-24, 2024-25 & 2025-26).

|   |    |                                                                                                                                                                                                                                       |  |
|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1 | FY | <ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> <li>• No. of Employees deployed</li> </ul> |  |
| 2 | FY | <ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> <li>• No. of Employees deployed</li> </ul> |  |
| 3 | FY | <ul style="list-style-type: none"> <li>• Name of Work</li> <li>• Work value:</li> <li>• No. of Floors:</li> <li>• Area:</li> <li>• Work Order / Agreement:</li> <li>• Completion on :</li> <li>• No. of Employees deployed</li> </ul> |  |

**PRE-QUALIFICATION CRITERIA****DETAILS REQUIRED TO SATISFY THE PRE QUALIFICATION****Average Annual Turnover**

Average Annual Turnover of minimum Rs.100 Lakhs in HK service by the legal entities /Firm/Company in any one of the last three Financial Year 2023-24, 2024-25 & 2025-26-23.

| Sl No   | Year | Average Annual Turnover | Total |
|---------|------|-------------------------|-------|
| 1       |      |                         |       |
| 2       |      |                         |       |
| 3       |      |                         |       |
| Average |      |                         |       |

Note:

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

**Signature of Tenderer**

**PRE – QUALIFICATION CRITERIA****BANKER’S SOLVENCY CERTIFICATE**

To

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

Dear Sir,

**SOLVENCY CERTIFICATE**

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

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

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

Yours faithfully,  
for ..... Bank

**Bank Officer with designation**

**10.TENDER ACCEPTANCE LETTER**

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

Dear Sir,

Sub: **e-Tender for Providing Housekeeping, Plumbing & Garden Maintenance Service at TICEL Bio Park – I & II @ Chennai – Reg.**

\*\*\*\*\*

**Providing Housekeeping, Plumbing and Garden Maintenance for TICEL Bio Park – I & II @ Chennai for a period of one year.**

A copy of the tender notice is enclosed. I / We M/s \_\_\_\_\_ have submitted a tender for **Providing Housekeeping, Plumbing maintenance & garden maintenance Service for TICEL Bio Park – I & II @ Chennai for a period of one year.**

1. Having examined the scope of work, schedule of quantities etc., relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance, in all respects with the specifications, scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, O&M activities of Various works, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable
2. Scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Scope of Work, O&M activities of various works, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.
3. We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain, binding upon us and may be accepted at any time before expiration of that period.

**MEMORANDUM**

|    |                                                                                                                     |                                                                                                                                                |
|----|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) | a) Outline description of works:                                                                                    | <b>Providing Housekeeping, Plumbing maintenance and Garden Maintenance for TICEL Bio Park – I &amp; II @ Chennai for a period of one year.</b> |
|    | b) Bidder / Contractor will be solely responsible for effective Housekeeping, Plumbing and Garden Maintenance Works |                                                                                                                                                |
|    | c) Earnest money                                                                                                    | Rs.1,50,000 /-                                                                                                                                 |

2) We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.

3) Should this tender be accepted, I/we hereby agree to abide by and fulfill the

terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to TICEL Bio Park – I & II @ Chennai the amount mentioned in the said contract.

- 4) I/We have deposited a sum of Rs. 1,50,000 /- through online as earnest money with TICEL Bio Park – I & II @ Chennai, which amount shall not bear any interest. Should I/we fail to execute the contract when called upon to do so, immediately after the issue of Letter of award by TICEL Bio Park, I/we do hereby agree that this sum shall be forfeited by me/us to TICEL Bio Park.
- 5) All schedules necessary in connection with the job are enclosed as required.
- 6) Our bankers are:
- i)
  - ii)

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

- i)
- ii)

Name of the partner / Director of the firm authorized to sign:

**or**

Name of person having Power of:  
Attorney to sign the contract.  
(Certified true copy of the Power of  
Attorney should be attached)

Yours faithfully,

Signature of Tenderer  
along with Seal of the Tenderer

**WITNESSES**

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

## 11. FORM OF PERFORMANCE GUARANTEE

1. In consideration of TICEL Bio Park – I & II @ Chennai (hereinafter called "TICEL,") having agreed to allow M/s. .... (hereinafter called "Providing **Housekeeping, Plumbing maintenance and Garden Maintenance** for TICEL Bio Park – I & II @ Chennai for a period of one year") from the demand under the terms and conditions of an Agreement No. . . . . for *Providing Housekeeping, Plumbing and Garden Maintenance Services* (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Rs. . . . . (Rupees. . . . .

. . . . only). We the ..... (Name of the Bank) having our Head Office at . . . . . and having branch at . . . . . referred to as "the Bank" at the request of M/s. .... do hereby undertake to pay to TICEL, an amount not exceeding Rs. .... on demand by TICEL.

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

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

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

5. We . . . . . (Name of the Bank) . . . . . branch further agree with TICEL, that TICEL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by TICEL, against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of TICEL, or any indulgence by TICEL, to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

9. This guarantee shall be valid upto the full contract period with additional irrevocable period of six months from the date of completion of job and due fulfillment of the contract i.e for a total period of Three and half years. Notwithstanding anything contained herein before our liability against this guarantee is restricted to Rs.. . . . . (Rupees..... only) and it will remain in force till . . . . .) unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before . . . . . of . . . . . ( . . . . .) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Notwithstanding anything contained herein:

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

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

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before \_\_\_\_\_ or within the period extended after----- based on the demand from TICEL.

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

Witness

:

Name

:

Address

:

For and on behalf of the Bank

**12. ARTICLES OF AGREEMENT**

(FORMAT)

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

ARTICLES OF AGREEMENT made on this ..... day of ..... 2026 between TICEL BIO PARK Ltd. having its registered office at No.5, CSIR Road, Taramani, Chennai – 600 113 (Hereinafter called "TICEL") of the one part and

.....  
.....of the other part whose registered office is situated at  
.....(Hereinafter called "The Contractor")

WHEREAS TICEL is desirous of availing the services of M/s. .... for **Housekeeping, Plumbing maintenance and Garden Maintenance**, Mechanized Cleaning of sumps and tanks, Rental charges for equipments for cleaning and for equipments for Lawn and Garden Maintenance ..... (hereinafter called "the Work") at its TICEL Bio Park – I & II @ Chennai and has caused documents and details of Skilled manpower to be deployed along with description of work to be done.

The Contractor has informed that the Contractor is sufficiently equipped to carry out and possess extensive experience in the field of *Providing Housekeeping, Plumbing and Garden Maintenance Services* in accordance with the terms and conditions prescribed in this regard.

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

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

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

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

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

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

2. TICEL will pay the Contractor, the said contract amount of Rs. .... (Rupees..... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The agreement and documents mentioned herein shall form the basis of this Contract.
4. This Contract is to carry out the work in respect of provision of Providing Housekeeping, Plumbing and Garden Maintenance Services to TICEL BIO PARK – I & II @ CHENNAI and its services & Facilities to be paid for according to actual services performed and works done at the lump sum rates contained in the Vol.II or as provided in the said Conditions.
5. TICEL shall afford every reasonable facility for carrying out of all works relating to the provision of Housekeeping Services in the manner laid down in the said Conditions till the completion of the contract.
6. TICEL reserves to itself the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by TICEL on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by TICEL. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
7. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 10 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
8. All payments by TICEL under this contract will be made only at Chennai in Indian Rupees and shall be within 14 days from submission of interim bills (monthly) including period of certification subject to bills being in complete shape and format to be mutually agreed.

The final payment will be made within a period 3 months after completion of contract and due verification of final bill with all necessary supporting documentation such as handing over of documents, Maintenance during the contract period, material handed over by TICEL etc.

9. All disputes, differences or claims of any kind whatsoever arising out of or relating to, this agreement, or its validity, construction, breach or performance between the parties to the Agreement shall be finally settled through Arbitration. However the parties shall first endeavour to settle the same amicably in a spirit of co-operation. The arbitration shall be governed by the Arbitration & Conciliation Act 1996 of India as amended up to date. The arbitrator shall be appointed by the Managing Director of the Company and Company shall ensure that the Arbitrator shall satisfy the norms of independence as provided in Arbitration & Conciliation Act 1996 and any amendment thereon. The arbitration hearing and all proceedings in connection therewith shall take place in Chennai and the language of the arbitration shall be English.

10. Except as above, all matters arising under this agreement shall be subject to the exclusive jurisdiction of the Courts at Chennai only.
11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.
12. All correspondences and notices shall be sent by both the parties to the following addresses only, unless any change has been specifically intimated by any of the party through 'Registered Post with Acknowledgement Due' (RPAD).

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

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

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

**If the Contractor is a Company:**

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

**Signature Clause:**

For and on behalf of the  
TICEL BIO PARK Ltd.

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

For and on behalf of the  
CONTRACTOR

Name :  
Designation :  
Address :

**WITNESSES:**

1. Signature :  
Name :  
Occupation :  
Address :

2. Signature :  
Name :  
Occupation :  
Address :

1. Signature :  
Name :  
Occupation :  
Address :

2. Signature :  
Name :  
Occupation :  
Address :

### **13. SPECIAL CONDITIONS**

#### **1.0 Material Acceptance**

- 1.1** Contractor shall not procure any material for use in services unless he shall take prior approval from the Owner. Contractor shall present specifications of materials to be used in works for Owner's approval before placing the order. **Contractors shall use only "Eco friendly chemicals/materials" for execution of the works.**

#### **2.0 Inspection by Owner**

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

#### **3.0 Water and Electricity etc.**

##### **3.1 Water**

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

##### **3.2 Electricity**

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

- 3.3 Others** – Replacement of items such as plumbing and sanitary fittings, replacement shall be paid to the contractor by TICEL, repairs items provided due authorization / proof of replacement etc. are produced.

#### **4.0 Temporary Works**

- 4.1** Contractor shall carry out all temporary works with prior approval necessary for the completion of services and shall remove them and clear the area as soon as the services are complete and keep the removed materials, accounting the same and should be properly stored as directed by owner within quoted rate.

#### **5.0 Restricted Area**

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

**6.0 Hazardous Area**

- 6.1 The work area in and around the Operating Units such as Service building, TES Tanks, Cable tunnel, Fire Fighting Pump room, DG area, Auxiliary AC pump room, and Sewage collection well, UG sumps, Fuel Storage Tank, LPG bank (meant for food court) Double Alkali F.G.D System, Electrical Shafts, electrical cable/communication cable/waterline trenches etc. etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by with the safety rules / regulations and fulfillment of ISO standards. If Contractor shall experience unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle Contractor to reimbursement of additional costs.

**7.0 Superintendence**

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

**8.0 Progress of Services**

- 8.1 Contractor shall submit to Owner, a daily Progress Report detailing the accomplishments of the previous day in line with the Master Maintenance Schedule and breakdown details and the remedial action taken and proposed if the services shall be lagging behind schedule. Access to Contractors works shall be granted to Owner or their representative at any time for the purpose of ascertaining progress.

**9.0 Scaffolding**

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

**10.0 Test Areas for Inspection**

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

**11.0 Cleaning Up**

- 11.1 Contractor shall maintain a high standard of Housekeeping around the entire premises and shall provide all covers, screens etc. necessary to protect adjoining areas not affected by the works.

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

**12.0 Working Hours**

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

**13.0 Adequacy of Contractor's Staff**

- 13.1** It is understood that the service activities are to be performed with utmost diligence and expediency so as to maintain the highest standards of HK services. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times.
- 13.2** If, at any time, during the currency of the Contract, Contractor's staffing, in the opinion of Owner, is inadequate to meet the requirements of Contract services, Owner may so notify Contractor, who shall thereupon take immediate steps to increase its staff at site. Contractor shall effect such increases within a period of maximum Seven Days following the procedure outlined elsewhere in the contract agreement. If within the specified period Contractor does not or fails to increase the staff as required, Owner may itself or through other parties hire additional staff to supplement that of Contractor at the cost fixed by the owner to be deducted from the payment of Contractor.
- 13.3** Failure of Contractor to comply with the instructions of Owner may be grounds for determination by Owner that Contractor is not proceeding with the performance of services with due diligence to ensure fulfillment of contractual requirements.

**14.0 Conditions of Performance****14.1 Contractor confirms and assures that:**

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

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

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

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

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

- 14.2 Owner has discussed and agreed with Contractor as per the Contract, the general basis for execution of services, Contractor shall provide procedures for Owner approval in accordance with Annexure 'A' which shall be based upon good working practice in order to maintain the services/equipment at a high level of efficiency and to provide safe working conditions. If any question arises between Contractor and Owner regarding particular work procedure followed or proposed to be followed by Contractor, Contractor must justify to Owner the soundness of such procedure and shall obtain Owner's written approval before the same may be affected. Provision or otherwise of such approval shall not relieve Contractor of any of its obligations under this Contract.

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

- 14.3 Contractor shall notify the Owner as soon as Contractor knows of any difficulty in performing the services. If, at any time during the performance of the services, Contractor's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its performance. If Contractor does not improve its performance to meet the approved and accepted schedule, Owner may require an increase in overtime working hours, an increase in the number of Manpower and Equipment, Plant, tools etc. all without **any additional payment by Owner to Contractor**. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligations to achieve the performance required by Contract.
- 14.4 If Contractor fails to perform any of the services then Owner has the undisputable right to claim damages and hire a third party to perform such services, and the incurred amount i.e. the additional amount payable to the third party by virtue of assigning services until expiry date of Contract shall be recovered from any monies due to Contractor under the Contract.
- 14.5 In the event that Contractor fails to progress the services in accordance with accepted Schedule of work and thereby incurs Owner in additional cost and / or expense through the re-Organization and / or re-scheduling of dependent third party claims in consequence thereof, then to the extent that Contractor is at fault, Contractor shall reimburse all such direct and verifiable costs and expenses to Owner and Owner may deduct such sums from the value of any invoice submitted by Contractor or from any sums due or owing which may become due or owing to Contractor.

## **15.0 Variations in Scope of Work**

- 15.1 Additional and modification works shall be subject to the provisions made under this contract Agreement.
- 15.2 Additional and modification works related to scope of services.  
Owner may frequently have some additional works, modifications etc at site related to the Scope of Services to be carried out. Owner has the right to make use of Manpower, materials, Equipment, Tools & Vehicles made available at site by the Contractor, for carrying out the additional services. Contractor shall carry out such additional works without any additional charges to Owner. TICEL may increase and decrease the area. Payment will be made on basis of area.

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

## **16. Labour**

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

All the proposed staff / personnel shall possess high standard of Integrity, have no affiliation with any political parties or trade unions. This has to be followed during the entire contract period.

- 16.2 Contractor shall in its dealing with the personnel for the time being employed on or in connection with the Agreement have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by Owner
17. Contractor shall administer any National Labour on employment on terms and conditions not less favorable than those established for equivalent sites or locations within India.
- 17.1. Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhood of the site against the same.
- 17.2. Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to Owner. If any dispute arises between the contract labour/labour/ employees and Contractor agency, the owner will not be responsible in any manner. The HK & WM Contractor" shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The HK & WM Contractor agrees that it shall be liable for all consequences for the delay caused or loss / damages suffered by the Owner due to the stoppage / strike by the HK & WM Contractor. TICEL shall recover the cost incurred due to this from the HK & WM Contractor's running account bills.
- Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, lose or damage to any personnel or to property of Contractor, Owner or of a third party, report such occurrence to the competent authority whenever such a report is required by law.

- 17.3 No sub-contract is allowed for works within the scope of this contract. If in any case, sub-contracting is needed for any work of specialised nature, prior written approval of TICEL shall be obtained by the Contractor. In such case, Contractor shall be responsible for the observance of all provisions of this Article by any Sub-contractor employed by it.
- 17.4 Owner shall be at liberty to object to and require Contractor to remove forthwith from the site any person employed by Contractor in or about execution or performance of services who in the opinion of Owner has committed a misconduct or whose employment is otherwise considered to be undesirable. Contractor without the written permission of Owner shall not again employ such person upon services at any circumstances.

## **18. Contractor's Working Hours**

- 18.1 Normal daily working hours for Contractor's personnel for every shift with One hour break included is as below:

|                       |   |                              |
|-----------------------|---|------------------------------|
| 1 <sup>st</sup> Shift | : | 7 AM to 4 PM                 |
| 2 <sup>nd</sup> shift | : | 12 PM to 9 PM                |
| 3 <sup>rd</sup> Shift | : | 9 PM to 6 AM                 |
| 4 <sup>th</sup> Shift | : | General Shift – 9 AM to 6 PM |

Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis. In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law, Shop and Establishment Act etc.

- 18.2 Persons working on shift basis will follow the weekly shift schedule to be prepared by Contractor and approved by Owner. Contractor shall arrange to provide at his cost relievers for its Shift Personnel.
- 18.3 Contractor will have to work after normal working hours and on Sundays / Holidays to fulfill its obligation of services. Overtime if any for such work shall be to Contractor's account deemed to have been included in the rates quoted.
- 18.4 After normal daily working hours and on Sundays / holidays, Contractor is required to maintain 25% of manpower as an emergency standby team capable of handling any crisis which may arise with materials, Equipment, Tools and Vehicles at site. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work of the services with full mobilization as required at site and as and when directed by Owner's Representative(s) without any extra cost to Owner.

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

- 18.5 Each Shift Working Hours will be 9 hours Pattern (8 hours plus 1 hour Break). Round the clock coverage should be there throughout the year including Sundays and Government Holidays.

**TICEL will not pay extra for the Housekeeping Cleaning Staff who are working on Government Holidays, National Holidays and Sundays, it is deemed to have been included in the rates quoted by the Contractor.**

**16. Declaration:**

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

**a) Age – Limit:**

Age – Limit for Officers / Staff employed by the Contractor is 20 to 50 years

**16.1 Conflict of Interest:**

Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services.

Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to Owner's detriment.

**CO-ORDINATION PROCEDURE**

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

**1.0 Communication**

1.1 English language will be used for all purposes.

- i) All written communication shall be done at site level directly between Owner and HK contractor. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.
- ii) Notwithstanding any other provision under this Contract Agreement, hand delivery will be an approved means of exchange of letters.
- iii) HK contractor shall prepare and issue Minutes of all Meetings and shall be responsible for obtaining approval of these minutes from Owner prior to release within two (2) working days of the meeting.

**2.0 Site Instructions**

- 2.1 Instructions shall be confirmed, in writing, using a numbered site instruction, and signed by Owner. HK contractor is required to sign one copy of each instruction as confirmation of its receipt.
- 2.2 Should HK contractor consider that he has received any instruction or order which has involved it in cost outside the Scope of Services covered by the Agreement, HK contractor must within forty eight (48) hours communicate in writing full details of its justification to Owner complete with break up for cost details, for consideration.

**3.0 Reports and Services Records**

- 3.1 HK contractor is required to prepare and submit to Owner various routine and special reports relating to the performance of the services.
- 3.2
  - i) HK contractor is required to submit daily reports of all activities.
  - ii) A set of "Formats" currently in use for the Records of Performance of the Scope of Services is listed as Annexure 'C'.

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

4.0 The following report should be submitting on regular basis:

- i) Check list for common area, rest room, client modules etc.
- ii) Deployment sheet as per TICEL requirement/ agency supplied and location with House keeping staff, supervisor name.
- iii) Water supply from private sources and corporation water supply with pumping rate, consumption, and availability
- iv) PPM schedule for daily, monthly, quarterly, half yearly and annually
- v) Missing / failure/damage report of all the equipment/ sanitary fixtures/ doors and all other items includes in HK works.
- vi) Waste management: daily garbage collection and removal of garbage quantity on daily basis

#### 5.0 **Permits / Permissions**

##### **Security Passes**

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

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

|                                                      |                     |                    |      |      |           |
|------------------------------------------------------|---------------------|--------------------|------|------|-----------|
| NAME OF THE OFFICE                                   |                     | DATE:              |      |      |           |
|                                                      |                     |                    |      |      |           |
| LOCATION                                             |                     |                    |      |      |           |
|                                                      | STATUS              | REMARKS            |      |      |           |
| HOUSE KEEPING JOBS INCLUDING<br>TOILET/ Common Areas |                     | PERFORMANCE RATING |      |      |           |
|                                                      |                     | POOR               | FAIR | GOOD | EXCELLENT |
|                                                      |                     |                    |      |      |           |
| SUPERVISOR                                           | CLIENT<br>SIGNATURE |                    |      |      |           |

Page **83** of **117**

**TICEL BIO PARK – I & II @ CHENNAI**  
**REST ROOM CHECK LIST**

|                                              | Toilet Location: |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         | Date:   |         |  |
|----------------------------------------------|------------------|---------|---------|---------|----------|----------|----------|-------------|---------|------------|---------|---------|---------|---------|---------|---------|---------|---------|--|
| Description/<br>Timings                      | 6<br>am          | 7<br>am | 8<br>am | 9<br>am | 10<br>am | 11<br>am | 12<br>pm | 12.30<br>pm | 1<br>pm | 1.30<br>pm | 2<br>pm | 3<br>pm | 4<br>pm | 5<br>pm | 6<br>pm | 7<br>pm | 8<br>pm | 9<br>pm |  |
| Floors                                       |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Walls                                        |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Wash Basins                                  |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Mirrors                                      |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Taps                                         |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Soap Box                                     |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Doors                                        |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Toilet W.C.'s                                |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Health Faucet                                |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Urinal Basins                                |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Cobwebs                                      |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Paper<br>Dispensers                          |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Toilet Fittings<br>& Fixtures                |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Hand Dryers                                  |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Vents                                        |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Light Fixtures                               |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| CONSUMBALES                                  |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Liquid Soap                                  |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Toilet Rolls                                 |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Urinal<br>Pad/Cakes/<br>Naptha Balls         |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Tissues Papers                               |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| Bins                                         |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| SIGNATURE OF<br>SUPERVISOR                   |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |
| SIGNATURE OF<br>PROPERTY<br>ASST.<br>MANAGER |                  |         |         |         |          |          |          |             |         |            |         |         |         |         |         |         |         |         |  |

ANNEXURE-“D”

| TICEL BIO PARK – I & II @ CHENNAI – HOUSE KEEPING MANPOWER DEPLOYMENT |          |              |                   |               |                |                    |
|-----------------------------------------------------------------------|----------|--------------|-------------------|---------------|----------------|--------------------|
| DATE:                                                                 |          |              |                   |               |                |                    |
| FLOOR                                                                 | LOCATION | NO. OF GENTS | NAME OF HOUSE MAN | NO. OF LADIES | NAME OF LADIES | NAME OF SUPERVISOR |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |
|                                                                       |          |              |                   |               |                |                    |

**ANNEXURE – "E"**

**TICEL BIO PARK – I & II @ CHENNAI**  
**HOUSEKEEPING ATTENDANCE REPORT**  
**(TIMINGS: 7 AM to 7 PM)**

**DATE:**

| S.NO | DESIGNATION               | REQUIREMENT AS PER<br>TICEL LOA |        |       | ACTUAL  |        |  |
|------|---------------------------|---------------------------------|--------|-------|---------|--------|--|
|      |                           |                                 |        |       | PRESENT | ABSENT |  |
|      |                           |                                 | LADIES | GENTS | LADIES  | GENTS  |  |
| 1    | Cleaning Staff            |                                 |        |       |         |        |  |
| 2    | Civil Supervisor          |                                 |        |       |         |        |  |
| 3    | Supervisor (Soft Service) |                                 |        |       |         |        |  |
| 4    | Plumber                   |                                 |        |       |         |        |  |
| 5    | Gardener                  |                                 |        |       |         |        |  |
|      |                           |                                 |        |       |         |        |  |
|      | <b>TOTAL</b>              |                                 |        |       |         |        |  |

**AUTHORISED SIGNATORY****SHIFT I/C TICEL****TICEL**

**ANNEXURE –'F'****BILL PROCESSING FORMAT**

| <b>MANPOWER DEPLOYMENT:</b>                           |                                                                |                                                    |                                                      |                                             |                         |
|-------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------|---------------------------------------------|-------------------------|
| <b>Designation</b>                                    | <b>To be supplied per day (Nos.) (As per LoA &amp; intent)</b> | <b>To be supplied man days for the month (Nos)</b> | <b>Actual deployed man days for the month (Nos.)</b> | <b>Actual Rate per person per day (Rs.)</b> | <b>Total Amount Rs.</b> |
|                                                       | <b>(2)</b>                                                     | <b>(3) = (2 X (*) + (**))</b>                      | <b>(4)</b>                                           | <b>(5) = (***)</b>                          | <b>(6) = (4) X (5)</b>  |
| Civil Supervisor                                      |                                                                |                                                    |                                                      |                                             |                         |
| Supervisors (Soft Service)                            |                                                                |                                                    |                                                      |                                             |                         |
| Cleaning Staff                                        |                                                                |                                                    |                                                      |                                             |                         |
| Plumbers                                              |                                                                |                                                    |                                                      |                                             |                         |
| <b>Total</b>                                          |                                                                |                                                    |                                                      |                                             |                         |
| Total for Labour Cost                                 |                                                                |                                                    |                                                      |                                             | Rs.                     |
| Total Amount                                          |                                                                |                                                    |                                                      |                                             | Rs                      |
| Less: TDS as applicable                               |                                                                |                                                    |                                                      |                                             | Rs                      |
| Less: Penalty for non-performance as per tender terms |                                                                |                                                    |                                                      |                                             | Rs                      |
| Total Deduction                                       |                                                                |                                                    |                                                      |                                             | Rs                      |
| Net Payable Amount                                    |                                                                |                                                    |                                                      |                                             | Rs                      |

**(#) May vary with the intent placed by TICEL 10 days before the commencement of contract month.**

**(\*) No. of days in the month less Sunday & Holidays**

**(\*\*) Scheduled mandays on Sundays and Holidays in the month**

**(\*\*\*) Monthly package rate quoted / no. of working days in the month + (no. of Sundays / Holidays in the month \* % of mandays on Sunday / Holidays for the category.**

**14. FORMATS****Tender Information/Enclosures**

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

**FORMAT – A****STRUCTURE OF ORGANISATION OF THE BIDDER**

|    |                                                                                                                                                                                                                     |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Name of Applicant firm                                                                                                                                                                                              |  |
| 2. | Registered Office Address Postal                                                                                                                                                                                    |  |
| a  | Address<br>Telephone Number E-mail<br>Fax Number                                                                                                                                                                    |  |
| b. | Office address through which this work will be handled and name of officer in-charge and the telephone/ fax numbers/ e-mail id.                                                                                     |  |
| c. | Year of establishment and location of Establishment                                                                                                                                                                 |  |
| 3. | Number of years experience in House Keeping Facility Management services by Contractor.                                                                                                                             |  |
| 4. | The applicant firm is<br>a) Proprietary Firm<br>b) a Firm in Partnership<br>c) a Limited Company or Corporation<br>d) a Group of companies<br>e) a firm in joint venture/ tie up with a foreign company             |  |
| 5  | In case of company, please enclose Memorandum and Articles of Association along with Certificate of Incorporation and certificate of commencement of business                                                       |  |
| 6  | In case of Firm, registered under the partnership act 1932 please enclose details of partners along with certificate of registrations, details of their business and partnership deed etc., duly attested by notary |  |
| 7. | Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of Officers.                                                                              |  |

|    |                                                                                                                                                                                                                                                       |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 8  | Bank of the company (please enclose self- attested photocopy)<br>Bank and Branch Name<br>Account No<br>Account Type MICR<br>Code<br>IFSC code                                                                                                         |  |
| 9  | PAN of the Bidder (Please enclose self attested photocopy of PAN)                                                                                                                                                                                     |  |
| 10 | GST Number of the Bidder (Please enclose self attested photocopy of Service Tax/ GST Registration Certificate issued by relevant authorities)                                                                                                         |  |
| 11 | PF Registration of the Bidder (Please enclosed self attested photocopy)                                                                                                                                                                               |  |
| 12 | ESI Registration of the bidder (Please enclose self attested photocopy)                                                                                                                                                                               |  |
| 13 | IT Return for the last 3 Financial years (Please enclose self attested photocopy)                                                                                                                                                                     |  |
| 14 | Has the Bidder's contract with any organization ever been terminated due to poor performance (if so, give name of work and reasons for not completing work)                                                                                           |  |
| 15 | Has the Bidder's Security Deposit for any contract has ever been forfeited (if so, give name of work and reasons for not completing work)                                                                                                             |  |
| 16 | Has the Bidder suffered insolvency/bankruptcy in the last five years? (Yes/ No)                                                                                                                                                                       |  |
| 17 | Has the Bidders been terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings. (if so, give name of work and reasons for not completing work) |  |
| 18 | Is the Bidder's net worth negative? (Yes/ No)                                                                                                                                                                                                         |  |
| 19 | Were you ever required to suspend work for a period of more than 3 months? If yes, give the name of work and reasons thereof.                                                                                                                         |  |
| 20 | Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)                                                                                                                                 |  |
| 21 | In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)                                                                                                                      |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 22  | In how many of your works cases of litigation have arisen out of how many works handled in that year?                                                                                                                                                                                                                                                                                                            |  |
|     | a) Income tax clearance certificate for Organization / Firm.                                                                                                                                                                                                                                                                                                                                                     |  |
|     | b) State Permanent Account number.                                                                                                                                                                                                                                                                                                                                                                               |  |
|     | Adequate and satisfactory evidence to take up the work in House Keeping with reference to the requirements as mentioned in the tender notice. Enclose Annual report / Balance sheet and P & L statements for the past five years.                                                                                                                                                                                |  |
|     | Banker's overdrafts and credit facilities available.                                                                                                                                                                                                                                                                                                                                                             |  |
|     | Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or other organization, /ISO 9001 Certification<br>(Give details including classification license etc.)                                                                                                                                                                                                            |  |
|     | d) Sales tax Registration no:<br>TNGST CST<br>e) GST of any other state<br>f) Service tax registration No:-<br>g) Others (Specify)                                                                                                                                                                                                                                                                               |  |
| 23  | Please give two references of firms (Engineers, Architects or top Officials of client Organizations) for whom you may have carried out <b>Housekeeping Services</b> from whom TICEL BIO PARK – I & II @ CHENNAI, can verify directly about the ability, competence or capability of your organization. Preferably attach certificates duly signed by the top officials of the organizations in their letterhead. |  |
| 24. | Give details of your plans for Sub-Contractors with full details, if any, in terms of percentage of works.                                                                                                                                                                                                                                                                                                       |  |

|    |                                                                                                                                                                                   |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 25 | Do you have any tie-up with foreign company? If yes, give nature of tie-up, since when and full details of company with name and address.<br>Necessary proofs have to be attached |  |
| 26 | Copy of license under Contract Labour Act 1970 (Form No: XXVI) of the clients satisfying the Pre Qualification Criteria (Please enclose self attested photocopy)                  |  |

Place:

Date:

**Signature of Applicant with seal**

Note:

1. The Details as required to be submitted with supporting documents for each criteria mentioned at each row.

2. Bids with alterations/ Corrections shall be attested by the Bidder.

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

I/We\_\_\_\_\_do hereby declare that I/We have not been penalized for poor quality of work during the last five years.

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

I/We \_\_\_\_\_ hereby declare that I/We have not been terminated / disqualified for any reasons by the Promoter Companies (TIDEL & TIDCO) and its subsidiary company and by any other Govt. Public Sector undertakings.

**FORMAT – B****PERSONNEL DETAILS OF THE BIDDER**

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

|    |                                                                                               |  |
|----|-----------------------------------------------------------------------------------------------|--|
| A. | Details of the Board of Directors                                                             |  |
|    | Name of the Director(s)                                                                       |  |
|    | Organization                                                                                  |  |
|    | Address                                                                                       |  |
| B. | Key Technical and Administrative Personnel and Consultants:                                   |  |
|    | 1) Individual's Name                                                                          |  |
|    | 2) Qualification                                                                              |  |
|    | 3) Present position of office                                                                 |  |
|    | 4) Professional experience and details of <b>Housekeeping Management Services</b> carried out |  |
|    | 5) Years with the applicant                                                                   |  |
|    | 6) Language known                                                                             |  |
|    | 7) Additional information                                                                     |  |
| C. | Details of Service Personnel to take care of various services.                                |  |

Place:

Date:

Signature of Applicant with seal

**FORMAT – C****EXPERIENCE CERTIFICATE  
(On Client's Letter Head)**

This is to certify that M/s. \_\_\_\_\_ (Company's Name) having its office at \_\_\_\_\_ (Address of Company) is working / had worked from \_\_\_\_\_ (DD/MM/YYYY) to \_\_\_\_\_ (DD/MM/YYYY) with us (Central Government/State Government/PSU's/DMRC/Private Limited Companies/Limited companies/Educational Institutions) for the provision of Housekeeping, Plumbing and Garden Maintenance Services at the location \_\_\_\_\_.

It is also informed we have \_\_\_\_\_ No. of Housekeeping Services Personnels deployed by M/s. \_\_\_\_\_ (Company's Name) to maintain \_\_\_\_\_ Sq. Ft area and the building has \_\_\_\_\_ No. of Floors above the ground and \_\_\_\_\_ No of basement. The performance of M/s. \_\_\_\_\_ during the period is/was \_\_\_\_\_ (Good/Satisfactory/poor). M/s. \_\_\_\_\_ has been paid Rs. \_\_\_\_\_ for the period from \_\_\_\_\_ (DD/MM/YYYY) to \_\_\_\_\_ (DD/MM/YYYY). (Authorized Signatory) \_\_\_\_\_ Name of Authorized Signatory \_\_\_\_\_ Designation of Authorized Signatory \_\_\_\_\_

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

I/We \_\_\_\_\_ do hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be found by the acts of my/our duly constituted attorney. I/We further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award of license. TICEL will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever. Seal (Signature of the Bidder).

**FORMAT –D****Experience of ongoing projects**

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

**FORMAT – E****CERTIFICATES**

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

**FORMAT – F****LETTER OF TRANSMITTAL**

To:  
**The Managing Director**  
TICEL Bio Park  
No.5, CSIR Road,  
Taramani,  
Chennai-600113  
Sir,

**Sub: Submission of pre-qualification application for the work of Providing Housekeeping, Plumbing Maintenance and Garden Maintenance for TICEL Bio Park – I & II @ Chennai for a period of one year for “TICEL BIO PARK – I & II @ CHENNAI”**

\*\*\*\*\*

1. Having examined the details given in the tender Invitation to pre-qualify Bidders for the work referred under subject above we hereby submit the pre-qualification information and relevant documents.
2. We hereby certify that all the statements made and information supplied in the enclosed Formats A to G and accompanying statements are true and correct.
3. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. We submit the requisite certified solvency certificate and authorize TICEL BIO PARK – I & II @ CHENNAI to approach the Bank issuing the solvency certificate to verify the correctness thereof. We authorize TICEL PARK LTD. to approach individuals, employers, firms/clients, and corporation to verify our competency and general reputation.
5. We also submit a detailed description of our latest methods of performing the services as required in the Clause 8.1(i) of the Pre-qualification documents.
6. We submit in Format – G the certificates in support of our suitability, technical know-how and capability for having successfully completed the works during the last three years.

**Enclosures [refer items marked with (\*)]  
Please refer checklist below:**

Please state whether following enclosures has been enclosed or not.

| <b>Sl. No</b> | <b>Description of Item</b>                                                                                                           | <b>Enclosed</b> | <b>Not Enclosed</b> |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|
| 1             | Application in duplicate including Letter of Transmittal and Formats A to E and Annexures F to G                                     |                 |                     |
| 2             | PAN Number and Copies of I.T. clearance certificate                                                                                  |                 |                     |
| 3             | Certificate of Registration from any Government/Public Bodies                                                                        |                 |                     |
| 4             | Copies of Audited Balance Sheet and P & L Statement for the past 5 years                                                             |                 |                     |
| 5             | Solvency certificate from Bankers                                                                                                    |                 |                     |
| 6             | Copies of C.S.T./S.T clearance certificate for the past 3 years and registration certificates                                        |                 |                     |
| 7             | Supporting certificates for technical and financial capability from relevant authorities                                             |                 |                     |
| 8             | List of Board of Directors/ Partners                                                                                                 |                 |                     |
| 9             | Organization chart with responsibilities                                                                                             |                 |                     |
| 10            | Details of facilities for performing the services                                                                                    |                 |                     |
| 11            | Details of the tie-ups if any, technical financial with reputed foreign organization                                                 |                 |                     |
| 12            | A detailed write – up on any latest method of approach specially devised by the applicant to perform the work to international level |                 |                     |

|    |                                 |  |  |
|----|---------------------------------|--|--|
| 13 | EMD as called for in Tender     |  |  |
| 14 | Any other important information |  |  |

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

**Place:**

**Date of Submission**

**Signature of Tenderer with Seal**

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

To  
TICEL Bio Park  
No.5, CSIR Road,Taramani,  
Chennai-600113  
Dear Sir,

**Sub: Confirmation of Insurance Policies Contract / Agreement No  
for Providing Housekeeping, Plumbing Maintenance and Garden  
Maintenance for TICEL Bio Park – I & II @ Chennai for a period of one year.**

---

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

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

Corporate or Company Seal\_\_\_\_\_

Authorized Signature

Name of Contractor

By: \_\_\_\_\_

Title

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

|   |                                                                                                                                                                                                                   |        |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1 | Do you satisfy requirement of Clause 8a<br>Details to be furnished                                                                                                                                                | Yes/No |
| 2 | Do you satisfy requirement of Clause 8b<br>Details to be furnished.                                                                                                                                               | Yes/No |
| 3 | Do you satisfy requirement of Clause 8c<br>Details to be furnished.                                                                                                                                               | Yes/No |
| 4 | Do you satisfy requirement of Clause 8d<br><br>Solvency Certificate for a value of Rs.27 lakhs from nationalized / scheduled bank obtained not earlier than 3 months from the last date for submission of Tender. | Yes/No |
| 5 | Do you enclose necessary documentary<br><br>Evidence for items 1 to 4 above.                                                                                                                                      | Yes/No |

**Place:****Date:****Signature of Tenderer with seal**

**FORMAT - I**

**Memo**

**Address**

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

With reference to tender No.....dt....., you have been appointed as Providing Housekeeping, Plumbing Maintenance and Garden Maintenance contractor to carry out the relevant work as provided in the said tender as per the terms and conditions contained in the said tender, agreement, contract document etc. In this regard it has been observed that you are not complying with the following conditions of tender/agreement/LoA/etc.....-

-----  
-----  
-----  
-----  
-----  
-----  
-----

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

FOR TICEL BIO PARK – I & II @ CHENNAI

**MD or any person authorized by MD**

FORMAT J

Show Cause Notice

Address

Sub: Show cause Notice- Reg  
Ref: Our Memo dated.....  
-----

With reference totender No.....dt....., you have been appointed as **Providing Housekeeping, Plumbing Maintenance and Garden Maintenance** contractor to carry out the relevant work as provided in the said tender as per the terms and conditions contained in the said tender, agreement, contract document etc. However, you are not complying with the following conditions of tender/agreement/LoA etc. or you are making following defaults. ....  
.....  
-----  
-----  
-----  
-----

----- In this regard we have already sent memo dt----- . However, you have not rectified above said non-compliance/default. You are directed to give reasons and explanation within 14 days as to why the action should not be taken against you for termination of the contract under the provisions of contract documents for not complying with above said conditions/for making above default.

FOR TICEL BIO PARK Ltd.  
  
**MD or any person authorized by MD**

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

"Contractor" - Shall mean HK contractor

"Owner" - Shall mean TICEL Bio Park @ Chennai

**TABLE OF CONTENTS SECTION****1. INTRODUCTION****2. RULES FOR GENERAL OPERATIONS**

- 2.1 Access
- 2.2 Accident Reporting
- 2.3 Contracts & Sub-Contracts Tools & Equipments.
- 2.4 Hazardous Materials
- 2.5 Dust and Fume Control
- 2.6 Fire Hazards and Precaution
- 2.7 Machinery Safety
- 2.8 House-keeping / Hygiene
- 2.9 Noise
- 2.10 Overhead Working
- 2.11 Working at Height
- 2.12 Safety Clothes and Equipment
- 2.13 Plant Services
- 2.14 Supervision
- 2.15 Warning signs and Notices

**3. TOOLS**

- 3.1 Electrically Driven Portable Tools
- 3.2 Compressed Air Tools
- 3.3 Percussion Cartridge Tools
- 3.4 Hoisting and Lifting.
- 3.5 Movement of Plant and Machinery
- 3.6 Powered Industrial Trucks

## **SECTION – 1**

### **INTRODUCTION:**

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

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

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

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

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

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

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

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

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

## **SECTION 2**

### **RULES FOR GENERAL OPERATIONS:**

#### **2.1 ACCESS:**

- Nothing shall be done or omitted to be done by Contractors or Sub-Contractors or their employees to render unsafe or obstruct:  
any means of access to the places at which people are required to work.

- the passage of people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated safety officer - access for emergency apparatus, such as firefighting equipment
- Contractors and sub-Contractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times
- While carrying out maintenance works, necessary signages to be provided at the respective locations.

## **2.2 ACCIDENT AND INCIDENT REPORTING:**

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

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

## **2.3 CONTRACTORS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:**

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

## **2.4 HAZARDOUS MATERIALS:**

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

## **2.5 DUST AND FUME CONTROL:**

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

## **2.6 FIRE HAZARDS AND PRECAUTIONS:**

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

## **2.7 MACHINERY SAFETY:**

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

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

**2.8. HOUSE-KEEPING:**

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

- 2.8.1 Housekeeping and hygiene go hand in hand with safe working practices. Contractors and sub-Contractors must leave work areas in a clean, tidy and safe condition at the end of each working period.
- 2.8.2 Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition noticed during their operations shall be intimated immediately to the Helpdesk of the housekeeping agency/TCC.
- 2.8.3 Contamination of any product (by drill swept sawdust, oil, salient, paints and materials etc.) must be avoided at all costs, and the officers of the Owner are empowered to stop any activity, which could result in contamination.

**2.9. NOISE:**

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

**2.10. OVERHEAD WORKING:**

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

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

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

**2.11 WORKING AT HEIGHT:**

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

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

Roof working must be properly supervised.

**2.12 SAFETY CLOTHES / UNIFORM AND EQUIPMENT:**

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

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

Uniform and PPE materials should be provided for all the House Keeping Staff.

Green colour reflector jackets shall be provided for Technical team in addition to uniform.

Head Mask, hand gloves and necessary tools should provide for food court house keeping staff

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

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

**2.13 PLANT SERVICES:**

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

**2.14 SUPERVISION:**

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

**2.15 WARNING SIGNS AND NOTICES:**

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

## SECTION – 3 TOOLS

### **3.1 ELECTRICALLY DRIVEN PORTABLE TOOLS:**

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

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

Make-shift connections are prohibited.

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

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

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

### **3.2 COMPRESSED AIR TOOLS**

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

### **3.3 PERCUSSION CARTRIDGE TOOLS**

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

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

### **3.4 HOISTING AND LIFTING:**

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

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

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

### **3.5 MOVEMENT OF PLANT AND MACHINERY**

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

### **3.6 POWERED INDUSTRIAL TRUCKS**

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

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

## **SECTION – 4**

### **GUIDELINES FOR CONTRACTORS AND SUB- CONTRACTORS**

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

12. Care to be taken against contamination of any product of paint, oil, etc.
13. All injuries must be reported to the Ambulance Authority or to Security officer/staff who shall all be trained in First Aid.

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

Signature:

Name of the Authorized Person:

Company Name (Contractor):

Date:

Place:

**NOTE:**

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

### 16. Conditions of BOQ

- 1) The rate quoted includes all expenses, cost of Manpower, and any holidays NH / FH, tools & equipments etc., including overheads and profits and cleaning equipment and other equipment for the lumpsum prices quoted in the Bill of Quantities. The quoted price to be exclusive of GST and all other taxes as the same. The Total rate quoted for all Three-year services will be considered for the purpose of deciding the L1 bidder.
- 2) The rate should be inclusive of 25% of manpower during holidays/Sundays  
(as per the schedule mentioned)
- 3) The rate shall include all statutory payments, payable to the contractor workman i.e., Minimum wages notified by TN Government, ESI, PF, Bonus etc., and any other statutory taxes and levies notified by the government from time to time and will remain fixed throughout the contract period and for extended period.
- 4) Computation of Manpower cost:

|                  |                                                                                                                                             |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Basic Rate       | as per minimum wages for shops and establishment act w.e.f. April 2025                                                                      |
| Leave salary     | to be considered for 24 days (12 days national holidays plus 12 days casual leave) on Basic plus DA                                         |
| PF               | 13% on Basic plus DA plus Leave Salary.                                                                                                     |
| ESI / Insurance  | 3.25% on Basic plus DA<br>(ESI to be covered for the eligible staff and staff who are exempted from ESI are to be covered under insurance). |
| Bonus            | 8.33% on Basic plus DA plus Leave Salary                                                                                                    |
| Uniform          | 2% on Basic plus DA plus Leave Salary                                                                                                       |
| Other Allowances | Covers all other costs                                                                                                                      |

- 5) Service charges should not be less than 5% of the total cost.
- 6) From manpower cost, service charges to be provided.
- 7) If the quoted rate offered by the tenderer is unreasonably high, TICEL shall adopt the bench mark of the rates quoted by the other tenderer for the same items and arrive suitably. TICEL's decision on this will be final and binding on the Tenderer for the items of this price bid.
- 8) Single point responsibility for Housekeeping services of TICEL Bio Park – I & II @ Chennai in the manner as stated herein and described elsewhere in the tender documents and as per specifications and as directed by the Owner.
9. Day to day basis in respect of:

- (i) Common areas at all levels inside the buildings including lift lobbies at various floors including areas within spaces leased out to Occupants and also the utility areas within i.e. toilets, AHU rooms, electrical rooms, all service shafts, UG sump, STP and Security Cabins, garbage yard, fuel

tank area, gas bunk, food court etc.

- (ii) Leased out Commercial areas / Modules / Development Centre.
- (iii) Kitchen and pantry.
- (iv) Waste removal from food court etc.
- (v) Entire areas inside TICEL
- (vi) Restricted areas like sub-station, TES Tank area, Fuel Oil Storage etc. open terrace including room, wall and staircase in terrace.
- (vii) Underground water storage tanks, pump room, sewage collection well, trenches, overhead tank etc. including operating pumps, water recycling plant and related works
- (viii) Roads, drains, and pavements, parking area, etc.
- (ix) Repair to plumbing, sanitary and electrical etc.
- (x) Garbage and waste collection as frequently as necessary, handling, temporary storage and disposal as per local regulations, including kitchen and pantry waste. (This shall be done without inconveniencing the Owner & the Occupants and without leaving behind unsightly or unhygienic marks.)
- (xi) Maintain fittings and fixtures including luminaries, water bodies, handrails, special features, signage and graphics, waste bins, cigarette disposal units, potted plants, cascade, water fountains etc.
- (xii) Periodic (weekly, monthly, quarterly etc.) maintenance/Housekeeping activities like minor civil/plumbing/sanitary/electrical works, painting and polishing etc.
- (xiii) Undertaking protective measures after ascertaining weather conditions/reports Sanitary services in all toilets and as related areas.
- (xiv) Lawn and Garden Maintenance
- (xv) Plumbing work of operation of sanitary fittings pumps operation, rectifying repair works and fault identification.

Any other specific service not listed above, but which are part of the category of service as per the title heading as per International Best Practice.

- 10 All workers should be given one day week off on rotational basis. Manpower rate includes scheduled man days on Sundays / National holidays and week off to ensure 24 x 7 operations.
- 11 Service charges quoted by the bidder should include all expenditure on providing the resources / managerial / supervisory / administrative services by all means to get the work done through the deployed HK & WM staff.

**17. Insurance**

1. The Contractor 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 of omission on the part of the Contractor or any sub-Contractor employed by them or any of their employees.
2. The Contractor shall indemnify and keep indemnified the Employer 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.
3. The Contractor shall also indemnify the employer against all which may be upon the Employer, 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 Contractor or of any Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract, with an insurance Company, approved by the Employer, a Policy of Insurance against such risks (with a limit of liability of not less than Rs 2.00 ( two ) lakhs per occurrence) and deposit such policy or policies with the Employer from time to time during the currency of this contract.
4. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.
5. The Contractor 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.

The Contractor shall also indemnify and keep indemnified the Employer against all and any cost, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damages or compensation arising therefrom.

6. Without prejudice to the other rights of the Employer against Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
7. Contractor shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter – Annexure regarding the required Insurance Policies to be put in place by Contractor. TICEL 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.
8. All deductions or liabilities in excess of the indemnities provided under the insurance arranged by Contractor / Sub-contractor and / or TICEL shall be for the account of and paid by Contractor and his Sub-contractors.

TICEL shall not accept any responsibility whatsoever for any loss of or damage to any property or personal effects belonging to Contractor's employees or to those of Sub-contractors employed by them.

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

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

Dear Sir,

**Sub: Confirmation of Insurance Policies Contract / Agreement No.  
..... for Providing Housekeeping, Plumbing Maintenance and  
Garden Maintenance at TICEL BIO PARK – I & II @ CHENNAI**  
-----

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's Group and
- ..... being included / named as an additional insured in the capacity of principal which are endorsed to the insurance policy(ies).

Corporate or Company Seal

\_\_\_\_\_  
Authorized Signature

Name of Contractor

By:

Title: