



**TIDEL PARK LIMITED
TARAMANI, CHENNAI**

**TENDER FOR REMOVING AND REPLACING WATER PIPE
LINE (GI to UPVC) AT 'A' NORTH AND 'A' SOUTH.**

VOLUME – I

Pre-qualifications criteria, Terms & Conditions of Contract & Technical Specifications

DUE DATE FOR SUBMISSION ON OR BEFORE

16.10.2018 AT 3.00 P.M.

Tender No. TIDEL 2018-2019

| FOR OFFICIAL USE | |
|--|-------------------|
| DOCUMENT SL.NO. | |
| NAME OF THE COMPANY TO WHOM ISSUED | |
| DATE OF ISSUE | |
| DETAILS OF COST OF TENDER DOCUMENTS | Demand Draft/Cash |
| a. Amount & Receipt Number | |
| b. Demand Draft No. and Date | |
| c. Name of Bank and Branch | |
| NAME OF OFFICIAL ISSUING TENDER DOCUMENT | |
| SIGNATURE | |
| | |

The Managing Director
TIDEL Park Ltd.
(1st Floor – TIDEL Park)
No.4, Rajiv Gandhi Salai, Taramani
Chennai – 600 113
Ph: 00 91 44 22540500/501, Fax: 00 91 44 22541744
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October 2018

TIDEL PARK LTD

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Section – 1



TIDEL PARK LTD

(An ISO 9001/14001 Company)

CIN No.U74999TN1997PLC039523

No.4, RAJIV GANDHI SALAI, TARAMANI, CHENNAI 600 113

Ph: 044-22540500/01; Fax: 044-2254 1744

Website: www.tidelpark.com - Email: md1@tidelpark.com

TENDER NOTICE FOR REMOVING AND REPLACING WATER PIPE LINE (GI to UPVC) AT 'A' NORTH AND 'A' SOUTH.

TENDER NOTICE NO. TIDEL/2018-2019/06

TIDEL invites Tender from Authorized Agencies for **Removing and Replacing water pipe line GI to UPVC at Block 'A' North & 'A' South.**

Tender document can be purchased on or before 15.10.2018 upto 5.00 P.M. by paying Rs.1,500/- by Cash / DD Plus GST in favour of TIDEL PARK LTD. The Last Date for Submission of Tender is before 3.00 P.M. on 16.10.2018. The Prequalification criteria and Tender details are available in the website www.tidelpark.com

Managing Director

Section – 2

Information about TIDEL PARK:

TIDEL Park Ltd., a JV of TIDCO and ELCOT has constructed a state-of-the-art, Information Technology Park in the State with built up area of 1.28 million sq.ft. in Chennai at a cost of Rs.292 crores which is in operation since July 2000.

TIDEL provides employment opportunities for 15000 IT professionals. The building consists of various Electrical, Mechanical, and communication facilities. The Park has obtained ISO 9001 & ISO 14001 certification. TIDEL is a profit making venture since its inception. TIDEL has also promoted many associate projects which include TIDEL Park Coimbatore Ltd., TICEL Bio Park – I & II, IT Expressway Ltd., Tamil Nadu Road Development Co. Ltd etc.

Section – 3



TIDEL PARK LIMITED

PRE QUALIFICATION CONDITIONS

TIDEL Park Ltd invites Tender from Contractors for **REMOVING AND REPLACING WATER PIPE LINE (GI TO UPVC) AT 'A' North & 'A' South** and who meet the following pre-qualification criteria as on 16.10.2018.

Eligibility for Pre-qualification:

- (a) The Bidder should be a well established and reputed civil contractor with experience of minimum 3 years and capability in similar **civil work and plumbing works**.
- (b) Should have an annual turnover of **Rs.60 lakhs** during any one of the past three financial years from this business.
- (c) Should have carried out atleast one similar size of Civil / Plumbing maintenance Project **during the last three years** in a multi storied building (G + 5 floor).
- (d) The tenderer shall provide the relevant certificate, documents for the above to be qualified for consideration of the tender.

Tender documents can be purchased from the TIDEL PARK office, Chennai, during office hours **on or before 15.10.2018, 05.00 PM** on payment of **Rs.1500/- Plus GST (DD/cash in favour of TIDEL Park Ltd.** payable at Chennai)

TIDEL Park Ltd reserves the right to accept/reject any one / all the tenders without assigning any reason thereof.

The Managing Director
TIDEL Park Ltd
(1st Floor – TIDEL Park)
No.4, Rajiv Gandhi Salai, Taramani
Chennai – 600 113.
Ph: 00 91 44 22540500/501,
Fax: 00 91 44 22541744
E-Mail : md1@tidelpark.com

Section – 4

Tender Important Dates:

- (i) Period of Issue – 24.09.2018 to 15.10.2018 during 10 A.M. to 5 P.M.
- (ii) Pre Bid Meeting – 11.00 A.M. on 03.10.2018
- (iii) Sale of Tender Document – 15.10.2018 up to 05.00 P.M.
- (iv) Last date for Submission of Bids – 3.00 P.M. on 16.10.2018
- (v) Opening of Technical Bid (Vol. I) – 3.30 P.M. on 16.10.2018

Note:

- a. Opening of Price Bid shall be intimated separately.
- b. If tender document is downloaded from the web sites viz. www.tidelpark.com the cost of tender document should be paid along with EMD while submission of bids.
- c. **Tender documents can be purchased from the TIDEL PARK office, Chennai, during office hours.**

Section – 5

GENERAL TERMS & CONDITIONS OF THE CONTRACT / TENDER

1. Sealed Tenders should be addressed to The Managing Director, TIDEL Park Limited, A-Block North Wing, First Floor, No.4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113 and superscribing the name of the tender on the top left hand corner of the cover and sent so as to reach at the above address not later than **3.00 P.M. on 16.10.2018**.

Tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TIDEL Park shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required in the tender documents before the time appointed for tender opening.

Two Cover System:

2. The Tender is of two bid system of pre-qualification cum technical bid and price bid. The Tender document consisting of **Volume – I** pertaining to Conditions of Contract, Special Conditions, Technical Specifications, Scope of Work etc and **Volume – II** pertaining to Price Bid containing Schedule of Quantities shall be submitted. All the enclosures, shall also be enclosed in Volume – I. The two volumes shall be submitted in separate envelopes duly sealed.

Pre Bid Meeting:

3. A Pre bid meeting will be held at TIDEL Park at **11.00 A.M. on 03.10.2018**
4. Tender will not be received after **3.00 P.M. on 16.10.2018** under any circumstances whatsoever.

Opening of Tender:

5. a. Volume – I of the tender will be opened at **3.30 P.M. on 16.10.2018** at Office of the TIDEL PARK LIMITED by The Managing Director or any other Officer designated for this purpose by him in the presence of the Tenderers or their representatives should they choose to be present.

The other volume pertaining to schedule of quantities (Price Bid) shall be opened separately on a date to be fixed by the Owner and intimated to all the Tenderers after preliminary scrutiny of Volume – I of the tender document and appraisal thereof. If need be the Tenderers may be called for discussion before opening Volume– II of the Tender.

- b. Tenders shall remain open for acceptance by the TIDEL Park Limited for a period of three months from the date of opening of the tender Volume-I which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the tender during this period.
- c. The Tenderer must use only the prescribed forms issued by the TIDEL Park Ltd., to fill in the rates.

Conditional Tender not acceptable:

6. TIDEL Park Limited discourages stipulation of additional conditions by the Tenderers, as they are expected to accept the various provisions and conditions in the tender documents. Conditional tenders will not be accepted in any form.

7. Tenderers must sign and affix their seal in all pages of the tender and also Tender Drawings.
8. If the Tenderer desires to submit a covering letter with his tender, he may do so, but the covering letter shall not contain any reference to the amount of his tender or any financial aspect of tender. The covering letter shall be enclosed within the sealed cover containing Volume – I of the tender.
9. TIDEL Park Ltd., have the right to reject any tender that does not comply with the above procedure and stipulations.
10. a) The tender form must be filled in English. If any of the documents is missing, or unsigned, TIDEL Park Ltd., in its discretion may consider the tender invalid.
b) Rates should be quoted both in figures and words in columns specified. In case of discrepancy between the rates quoted in figures and words, the lesser rate quoted either in words or in figures i.e. the rate whichever is less shall prevail. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer and seal affixed. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender invalid and it will be the option of the TIDEL Park Ltd., to accept or reject the tender. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.
c) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract along with the evidence of his / their authorization. Otherwise the TIDEL Park Ltd may reject the tender.

TIDEL reserves the right:

11. TIDEL Park Ltd do not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
12. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or Bank or Insurance guarantee or cheque. Only Crossed Demand Draft for Earnest Money Deposit shall be enclosed in the sealed cover containing Volume – I.

All compensation or other sums of money payable by the Contractor to TIDEL 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 for such adjustment and the contractor fails to make good in cash the amount within 10 days of intimation to do so by TIDEL.

The Contractor shall not assign the contract or any part(s) and portion of the Contract on subcontract except with the written consent of TIDEL. In case of breach of these conditions, TIDEL may serve a Notice in writing to the Contractor / rescinding the Contract whereupon the Performance Bond shall stand forfeited to TIDEL, without prejudice to his other remedies / rights against the Contractor and specifically those of the General Instructions and Notice Inviting Tender.

The Contractor shall carry out all the work strictly in accordance with Documents, details and instructions of the TIDEL's Representative. Any changes desired by TIDEL, the Contractor shall carry out the same without any extra charge. TIDEL's decision in such cases shall be final and binding on the Contractor.

The Schedule of Quantities in respect of each Bill of work is covered in Volume – II. 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 the Owner. 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 added 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.

Tender Preparation Cost:

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 Operations and comprehensive Maintenance Contract already signed by TIDEL with the existing contractor, 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 TIDEL as a basis for any claim for compensation.

The rates quoted in the tender shall include all expenses & charges for completion of job during the Contract period.

Variation in rates & taxes not acceptable:

The rates quoted shall be deemed to be for the finished job of all services as determined at site. No additional rate or claim shall be allowed for the Tenderer's omission to include in his quoted rates for any component covered in the respective description, specification, drawing, etc.

The rates shall also be firm and excluding Taxes if any shall not be subject to exchange variations.

New taxes if any imposed by State or Central Govt., shall be reimbursed by TIDEL after due examination by TIDEL and after production of satisfactory evidence of having paid the taxes by the Contractor.

13. The Contractor should note that unless otherwise stated the tender is on lump sum rate basis and his attention is drawn to the fact that rates for each and every lump sum should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. No claim shall be entertained on this account.
14. Timely performance of the Contract Obligation shall be strictly observed by the Contractor and it shall be reckoned from the date of award. The successful Tenderer shall before commencing work issue Bank / Performance Guarantee exactly in the format as provided by TIDEL. After this, Contractor prepares a detailed work programme and the same should be submitted in advance, which shall be approved by TIDEL. The job shall be done with all due diligence and if the Contractor fails to perform in time, he shall be liable to pay liquidated damages (not as penalty) as defined in the Conditions of Contract. The amount

- of liquidated damages shall however be to the credit of TIDEL Park Ltd through the contractor.
15. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays maybe including delays arising out of modifications to the work entrusted to him or in any other sub-contract connected therewith or delays in awarding for any other reason what so ever and TIDEL shall not be liable for any claim in respect thereof. TIDEL does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
 16. The Successful Tenderer is bound to carry out any item of work necessary for completion of the job even though such item(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 TIDEL whose decision is binding on the Contractor.
 17. 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 TIDEL and no deviation on any account will be permitted.
 18. However, the successful Tenderer shall bear all costs of extending supplies from the source for maintenance purposes to place of work, maintaining the supplies, etc as required, within the quoted rates.
 19. The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep TIDEL fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.

Safety Norms:

20. The Successful Tenderer/Contractor shall mobilize all men and materials required to adhere to the time schedule of various activities and events as per Bar Chart/PERT Chart well in advance.
21. The Contractor shall draw a detailed Schedule of Programme in the form of PERT CHART of the whole work, within a week of the award of work and after Submission of Bank Guarantee to TIDEL for approval.

Place :

Date :

Signature of the Tenderer with Seal

CONDITIONS OF CONTRACT

(DEFINITIONS AND INTERPRETATIONS)

1. **Interpretation clause**

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

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

b) "Contractor"
In the case of a partnership firm : shall mean the Name of all Partners.....
.....
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 In individual / proprietor mean Thiru..... trading the name and style of
.....
having place of Business at and shall include his heirs, successors and legal representatives.

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

2. Definitions

The Owner : TIDEL PARK LIMITED, CHENNAI

The Contractor : M/s. _____

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 including any building and erections thereon; any other land allotted by TIDEL for the contractor use and any other nearby land that TIDEL may include for beneficial use by Occupants of TIDEL PARK LIMITED.

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

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

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

- (1) In case of Proprietor: At the place of Business
- (2) In case of Partnership: At the place of Business or any member of the firm
- (3) In case of Company: at the Registered Office Address of Corporate Office or Head Office (or)
Last business Address known to the person who gives Notice

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

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

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

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

3. **Contract Document**

The following documents shall constitute the contract document.

- I. Tender Form
- II. Articles of Agreement
- III. General Instructions and Notice Inviting Tender
- IV. General Terms and Conditions of the Contract
- V. Conditions of Contract and Appendix, Schedule Section enclosed herewith
- VI. Specifications
- VII. Schedule of Quantities (Contract bills)
- VIII. Special Conditions
- IX. Suggested Bar Chart / Drawings / PERT / CPM detailed bar chart accepted by TIDEL
- X. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Intent / Award by TIDEL

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

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

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

4. **Type of Contract**

The Contract shall be for the items covered in the schedule of Quantities referred as Price bid Volume – II of Tender Document. The contractor /Nominated sub contractor shall be paid for the actual quantity of work done, as measured / counting at site, at the rates quoted by him in the contract bills.

The contract is for complete supply erection, testing, commissioning and guarantee for one year from the date of handing over of the entire scope in respect of all the works.

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

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

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

5. Schedule of Quantities

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

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

6. Contract Sum

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 TIDEL.

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

7. Contract Bills

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

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

8. Scope, Extent and Intent

Scope:

The general character and the scope of the work is illustrated and defined by the specifications and the schedule of quantities herewith attached by data sheets etc. If the contractor shall find any discrepancy in or divergence between the contract drawings and contract bills he shall immediately give to TIDEL a written notice specifying the discrepancy or divergence and TIDEL shall issue instructions in regard thereto.

Extent:

The contractor shall carryout and completes the work in every respect in accordance with this contract and with the directions of and to the reasonable satisfaction of TIDEL. The owner may in his absolute discretion and from time to time issue further drawings, details and written instructions and written explanations all of which are collectively referred to as TIDEL instructions. All such drawings and instructions shall be consistent with contract document, true developments thereof and reasonably inferable there from.

Intent:

The intention of the document is to include all Labour and Materials, equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract document, true developments thereof and reasonably inferable there from as made clear. Materials of work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standard.

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

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.

TIDEL desires that un-necessary waste of energy shall be avoided. Electrical hand tools like drilling machine will be of 230 volts AC type. ELCB's shall be used wherever power and electrical connections are taken by the Contractor. 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. All electricians should have wiremen's license. Only Standard ladders should be used.

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.

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

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

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

10. **Inspection**

All materials and workmanship shall be subject to inspection, examination, and test by TIDEL at any and all times during the period of contract. TIDEL shall have the right to reject defective material and workmanship or require its correction. Rejected material and workmanship shall be satisfactorily replaced with proper material without additional charge therefore and the Contractor shall promptly segregate and remove the rejected material from the site. If the Contractor fails to proceed at once with the Replacing rejected materials and / or the correction of defective workmanship, TIDEL may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor.

The Contractor shall furnish promptly without additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by TIDEL. To and Fro charges for inspection shall be borne by TIDEL.

11. Defects

The Contractor shall make good at his own cost and to the satisfaction of TIDEL, all defects, or small faults, arising in the opinion of TIDEL from work or materials not being in accordance with the Drawings or Specifications or Schedule of Quantities or the Instructions of TIDEL.

Such defects, faults shall upon directions in writing of TIDEL and within such reasonable time as shall be specified therein be amended and made good by the Contractor, at his own cost unless TIDEL shall decide that he ought to be paid for such amending and making good these defects.

In case of default, TIDEL may employ and pay other agency to amend and make good such defects, faults and all damages loss and expense consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expense shall be recoverable from him by TIDEL, upon the TIDEL's certificate together with any expenses TIDEL may have incurred in connection therewith.

12. Termination

12.1 TIDEL or the TENDERER may terminate the Contract if the other party Causes a fundamental breach of the Contract.

12.2 Termination by TIDEL

a) Default

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

- If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or
- If he abandons the Contract, or
- If he fails to proceed regularly and diligently with the works, or
- If he fails to adhere to the agreed program of schedule, or
- If he fails to comply with the terms and condition of contract documents
- If he refuses or persistently neglects to comply with a written notice from TIDEL or its Representative requiring him to remove and redo / replace at his cost defective work or substandard work or improper materials or goods and by such refusal or neglect the work is materially affected, or
- If he does not furnish Original Bank Guarantee within scheduled time, or
- If the progress of any particular item or items is slow, or
- If he has failed to execute the work in accordance with the terms and conditions of the Contract, or
- If he is persistently or flagrantly neglecting to carry out his obligation under the Contract, or
- If he fails to take steps to employ competent or additional staff and labour or to deploy additional tools and plants & equipments as required for scheduled completion of work.

Then TIDEL or its Representative may give him a notice by registered Speed Post or recorded delivery specifying the default, and if the TENDERER either shall continue such a default for 14 days after receipt of such a notice or does not commence and diligently to remedy such default with 14 days or shall at any time thereafter repeat such a default (whether previously repeated or not) or repudiates the Contract, then TIDEL without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered Speed / Post or recorded delivery forthwith determine the

employment of the TENDERER under this Contract provided that such notice shall not be given unreasonably or vexatiously.

b) Bankruptcy of TENDERER:-

In the event of the TENDERER becoming bankrupt or insolvent, or Making a composition or arrangement with or assignment in favour of his creditors, or Agreeing to carry out the Contract under a committee of inspection of his creditors, or Being a company, having a winding up order made or a resolution for voluntary winding up passed, or a receiver or manager of his business or undertaking duly appointed or possession taken by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the TENDERER under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Owner and the TENDERER, his trustee in bankruptcy, liquidator, receiver or manager as the case may be shall so agree.

c) Corrupt Practice:-

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

If the TENDERER shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with TIDEL, or

For showing or forbearing to show favour or disfavour to any person in relation to this Contract, or any other Contract with TIDEL.

Or if the like acts shall have been done by any person employed by the TENDERER or acting on his behalf whether with or without the knowledge of the TENDERER, or if in relation to this Contract or any other Contract with the Owner the TENDERER or any person employed by him or acting on his behalf shall have committed any offence under the prevention of corruption act, or shall have given any fee or reward the receipt of which is an offence under any Act / Legal Laws.

12.3 Consequences:-

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

The Retention money & Performance Bank Guarantee Amount shall stand forfeited in favour of TIDEL.

The TENDERER shall deliver to TIDEL or its Representative all drawings and other documents made by or for the TENDERER in connection with the Works.

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

The TENDERER shall if so required by TIDEL or its Representative within 14 days of the date of termination assign to TIDEL without payment the benefit of any Agreement for the supply of materials or goods and/or for the execution of any works for the purposes of this Contract but on the terms that a supplier or

Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by TIDEL. In any case TIDEL may pay any supplier or Sub-Contractor for any materials or goods delivered or Works executed for the purpose of the Contract (whether before or after the date of determination), in so far as the price thereof has not already been paid by the TENDERER. Payments made under this paragraph may be deducted from any sum due or to become due to the TENDERER.

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

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

The TENDERER shall allow or pay to TIDEL in the manner hereinafter appearing the amount of any direct loss and/or damage caused to TIDEL by termination. Until after completion of the works under this Clause TIDEL shall not be bound by any provisions of this Contract to make any further payment to the TENDERER, but upon such completion and the verification within a reasonable time of the accounts thereof TIDEL or its Representative shall certify the amount of expense properly incurred by TIDEL and the amount of any direct loss and/or damage caused to TIDEL by determination and if such amounts when added to the monies paid to the TENDERER before the date of determination exceed the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to TIDEL by the TENDERER and vice versa.

12.4 Termination by TENDERER

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

The TENDERER shall deliver to TIDEL or its Representative all drawings and other documents made by or for the TENDERER in connection with the Works. After taking into account amounts previously paid under this Contract the TENDERER shall be paid by TIDEL.

The cost of materials or goods properly ordered for the works for which the TENDERER shall have paid or of which the TENDERER is legally bound to pay, and on such payment by TIDEL materials or goods so paid for shall become the property of TIDEL. The reasonable cost of the removal under this clause, any direct loss and/or damage caused to the TENDERER by the determination shall be borne by Tenderer.

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

Dispute resolution:

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

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

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

13. Insurance

- i) The insurance should be arranged by the contractor at their cost for the value not less than quoted in the price bid, up to the warranty period. The Insurer shall cover all risks including Fire, Burglary, Strikes, Riots, Civil Commotions and Natural Calamities like Floods, Earth Quakes, Explosion etc. before commencing work.
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 negligent act or omission on the part of the Contractor or any sub-Contractor employed by them or any of their employees.
- ii) The liability under this clause shall cover also, inter alia, any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The Contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather.

- iii) The Contractor shall indemnify and keep indemnified the owner and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim.
- iv) The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property of third parties.
- v) The Contractor shall also indemnify and keep indemnified the owner against all claims which may be made against TIDEL, by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall, at his own expense, effect and maintain, until the completion of the contract, with an Insurance Company approved by TIDEL a policy of Insurance in the joint names of TIDEL and the Contractor (name of the former being placed first in the policy) against such risks and deposit such policy or policies before commencement of the works. The minimum limit of the coverage under the Policy shall be Rs.5 lakhs for every accident or occurrence, there being no limit on the number of such accidents or occurrences.
- vi) The Contractor shall also indemnify the owner against all which may be upon TIDEL, 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 TIDEL, 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 TIDEL from time to time during the currency of this contract.
- vii) In default of the Contractor insuring as provided above, TIDEL may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.
- viii) 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.
- ix) The Contractor shall also indemnify and keep indemnified TIDEL 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 there from.
- (x) Without prejudice to the other rights of TIDEL against Contractor in respect of such default, TIDEL 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 TIDEL and which are payable by the Contractor under this clause.
- xi) The Contractor shall, upon settlement by the Insurer of any claim made against the Insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the

Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged from TIDEL.

- xii) The Contractors, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as TIDEL may deem fit.
- xiii) Without prejudice to his liability under this clause, the Contractor shall also cause all sub-Contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to TIDEL such policies. The Contractor shall not permit a sub-Contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-Contractor to take out such a policy of insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said sub-Contractor.

Contractor shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter regarding the required Insurance Policies to be put in place by Contractor. TIDEL reserves the right to examine the policy wording and require evidence that the Policy Premium has been paid to the Insurers and that it shall remain in force, throughout the duration of the Contract.

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

Approval by TIDEL of any insurer or terms of insurance shall not relieve Contractor from any of its obligations, liabilities under or arising from this Contract or generally by law.

TIDEL 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.

The insurance cover for the assets as defined in Tender including installation of equipment and movable & unmovable fixtures thereto, the Contractor / or Sub-contractors shall notify Insurers and TIDEL within fifteen (15) days of any occurrence likely to give rise to a claim under insurance and shall handle all claims negotiations and submit relevant supporting documents to TIDEL for

final settlement to be effected to TIDEL's account. Subsequently Contractor and / or Sub-contractors shall be reimbursed by TIDEL for the claim amount due, as the case shall be.

Place:

Date:

Signature of the Tenderer with Seal

Section – 6

METEOROLOGICAL DETAILS OF THE SITE

Site Details

1. Location : TIDEL Park Ltd
No. 4, Rajiv Gandhi Salai
Taramani
Chennai – 600 113

CHENNAI
Latitude - 13 degree 00' N
Longitude - 80 degree 11' E
Height above MSL – 3 M
2. Temperature : Summer : 42 degree C
Winter : 19 degree C
3. Rainfall - Monthly – Peak
(During NE monsoon – Oct to Dec) : 250 to 300 mm
4. Humidity : Average 74%
Ranges from 58% to 84%
5. Wind Speed : 50 Mtrs/Sec as per IS code 800

TERMS OF REFERENCE (TOR):

Section – 7 Terms of Reference

Scope of Work & Technical Specifications

1. Brief Description:

| Sl. No. | Milestone Activities | Period |
|---------|---|-------------------|
| 1 | Completion Of Shafts 'A' North East Side Terrace to 7 th Floor | 30 Days From LOA |
| 2 | Completion Of Shafts 'A' North East Side 6 th to Basement | 50 Days From LOA |
| 3 | Completion Of Shafts 'A' North West Side Terrace to 7 th Floor | 80 Days From LOA |
| 4 | Completion Of Shafts 'A' North West side From 6 th to Basement | 100 Days From LOA |
| 5 | Completion Of Shafts 'A' South East Side Terrace to 7 th floor | 130 Days From LOA |
| 6 | Completion Of Shafts 'A' South East Side 6 th to Basement | 150 Days From LOA |
| 7 | Completion Of Shafts 'A' South West Side Terrace to | 180 Days From LOA |
| 8 | Completion Of Shafts 'A' South West Side From 6 th to Basement | 200 Days From LOA |

- The remaining 40 days can be utilize to complete the miscellaneous work.
- The above said scope of work must complete within 240 days.

GENERAL

The Scope of work of this contract includes Removing of existing GI pipe, supply and fixing of new UPVC pipe including accessories.

Completion Period

The entire activity of **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South** shall be completed as given in Time of 240 days from the date of issue of Letter of Award and schedules with mile stone given above.

Pipe Line Accessories details

| Sl.No | Item Description | Unit | Qty "A" North | Total Qty for 'A' North & 'A' South |
|-------|--|-------|---------------|-------------------------------------|
| 1 | 4" UPVC Pipe | R.Mtr | 60 | 120 |
| 2 | 4" UPVC TEE | Nos. | 6 | 12 |
| 3 | 4" UPVC Elbow | Nos. | 16 | 32 |
| 4 | 4" UPVC MTA | Nos. | 10 | 20 |
| 5 | 4" UPVC Reducer 4x2.54" UPVC Bush | Nos. | 8 | 16 |
| 6 | 4" UPVC Bush | Nos. | 5 | 10 |
| 7 | 4" UPVC Ball valve | Nos. | 6 | 12 |
| 8 | 4" UPVC Pressure Reducer Valve (Brass) | Nos. | 3 | 6 |
| 9 | 4" UPVC Strainer Valve (CI) | Nos. | 3 | 6 |
| 10 | 2.5" UPVC Pipe | R.Mtr | 600 | 1200 |
| 11 | 2.5" UPVC Elbow | Nos. | 45 | 90 |

| | | | | |
|----|---------------------------|-------|-----|------|
| 12 | 2.5" UPVC Tee | Nos. | 12 | 24 |
| 13 | 2.5" UPVC Coupling | Nos. | 65 | 130 |
| 14 | 2.5" UPVC MTA | Nos. | 17 | 34 |
| 15 | 2.5" UPVC Ball Valve | Nos. | 15 | 30 |
| 16 | 2.5" UPVC Bush | Nos. | 17 | 34 |
| 17 | 1.5" UPVC Pipe | R.Mtr | 660 | 1320 |
| 18 | 1.5" UPVC MTA | Nos. | 17 | 34 |
| 19 | 1.5" UPVC Bush | Nos. | 34 | 68 |
| 20 | 1.5" UPVC Elbow | Nos. | 75 | 150 |
| 21 | 1.5" UPVC TEE | Nos. | 15 | 30 |
| 22 | 1.5" UPVC Coupling | Nos. | 40 | 80 |
| 23 | 1.5" UPVC Ball Valve | Nos. | 32 | 64 |
| 24 | 1.5" UPVC ETA | Nos. | 12 | 24 |
| 25 | 1.5" UPVC Reducer 1.5x3/4 | Nos. | 24 | 48 |
| 26 | 3/4" UPVC Pipe | R.Mtr | 85 | 170 |
| 27 | 3/4" UPVC Elbow | Nos. | 45 | 90 |
| 28 | 3/4" UPVC TEE | Nos. | 17 | 34 |
| 29 | 3/4" UPVC Coupling | Nos. | 35 | 70 |
| 30 | 3/4" UPVC Ball Valve | Nos. | 20 | 40 |
| 31 | 3/4" UPVC MTA | Nos. | 23 | 46 |
| 32 | 3/4" UPVC FTA | Nos. | 23 | 46 |

Quantity specify in the column is approximate only. At the time of quote, the tenderer can visit the site for the correct quantity required.

MAKE: FINOLEX, PRINCE, JINDAL

2. Payment Terms for Removing / Replacing sewage line:

- i. Bill will be paid for the Actual measurement.
- ii. 95 % of running Bill .(Each running Bill will be paid for above five lakhs)
- iii. 5% after defect liability period (DLP-1year).

3. Earnest Money Deposit:

Intending Bidders shall pay as Earnest Money a sum of **Rs.20,000/- (Rupees Twenty Thousand Only) by Demand Draft in favour of TIDEL Park Ltd** payable at Chennai valid for 180 days from the last date of submission of Bid. A Bid which is not accompanied by such a Demand Draft will not be considered. The Earnest Money will be returned to the chosen Bidder without any interest after the successful bidder submits Performance Bank Guarantee.

EMD of unsuccessful bidders will be returned after the successful bidder submits performance bond to TIDEL PARK LTD.

Forfeiture of EMD:

TIDEL PARK LTD reserves the right to terminate the Contract unilaterally at the total cost and risk of the TENDERER and such action would include but not Ltd to forfeiture of all deposits, guarantees etc. furnished in any form.

4. **Performance Bond:**

The Earnest Money Deposit of the successful Bidder shall be returned without any interest by the Owner, on furnishing a Performance Bond within 7 days of LOA in the form of Bank Guarantee from Nationalized Bank Mobilisable in Chennai in the format appended herein for an amount of Rs.2,00,000/- (Rupees: Two Lakh Only), valid till the end of defect liability period of one year from the date of satisfactory handing over of the completed works with further claim period of six months by the successful bidder to the Owner with provision for direct re-validation on demand by the Owner, when so called for, the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of 18 months date of commencement of completion of works or two months after the last notified defect had been rectified, whichever is later. On receipt of Letter of Award (LOA) from the TIDEL Park Ltd of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract with the Owner 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 by TIDEL Park Ltd., of a tender will constitute a binding contract between the TIDEL Park Ltd., and the person / agency submitting the tender whether such formal agreement is or not subsequently executed.

5. **Liquidated Damages Clause:**

Liquidated damages will be levied @ 0.5% of contract value per week for the delay (subject to Standard Force Majeure conditions) and the total shall not exceed 10% of the contract price of the items delayed.

6. **Project Completion Period:**

8 Months (240 Days) from the Date of Issue of LoA.

FORMATS

TIDEL PARK LIMITED

TARAMANI, CHENNAI

TENDER FOR REMOVING / REPLACING PLUMBING

1.0 Tender Information / Enclosures

1. Format – A : Tender Submission
2. Format – B : Articles of Agreement
3. Format – C : Bank Guarantee
4. Format – D : Structure and Organization
5. Format – E : Personnel
6. Format – F : Experience of completed Erection Works
7. Format – G : Experience of Ongoing Works
8. Format – H : Details of Infrastructure & Facilities available for Performing Work/Services
9. Format – I : Certificates
10. Format – J : Letter of Transmittal

Section – 8

FORMAT – A

TENDER SUBMISSION

The MANAGING DIRECTOR
M/s. TIDEL PARK LIMITED
No. 4, Rajiv Gandhi Salai
Taramani, Chennai – 600 113
India

Date:

Dear Sir,

Sub: **TENDER For Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South**

Ref: Tender Notice issued in Newspapers on 24.09.2018 & also in
Website: www.tidelpark.com

A copy of Tender Notice is enclosed in this Tender document.

I / We confirm that M/s. _____
has submitted a Tender for **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South**

1. Having examined the specifications, equipments lists, scope of work, schedule of quantities, general conditions, special conditions 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, 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. Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Contract Document annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **TIDEL Park Limited, Chennai** the amount mentioned in the said contract.
3. I/We have deposited a sum of Rs. _____/- (Rupees _____ Only) as Earnest Money with the TIDEL PARK LIMITED, 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 TIDEL PARK LIMITED, I/we do hereby agree that this sum shall be forfeited by TIDEL Park Limited, Chennai.
4. The lists showing the names of manufacturers of specialized items as required are enclosed.

5. Our Bankers are:

i)

ii)

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

i)

ii)

6. Name of the partner / Director of the Firm authorised to sign :

Or

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

I / We confirm that M/s. _____

Submitted the tender documents with all the particulars / details as per the tender conditions and also if I / We abide all the tender conditions / documents.

Date:

Place:

Yours faithfully,

Signature of Tenderer along with Seal

FORMAT – B

ARTICLES OF AGREEMENT

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

ARTICLES OF AGREEMENT made on this day of2018 between TIDEL PARK LIMITED having its office at First floor, A-Block North, TIDEL Park No-4, Rajiv Gandhi Salai, Taramani, Chennai –600 113 (Hereinafter called "TIDEL" which includes its Successors, Administrator, Executers etc) represented by its Managing Director, B. Elangovan of the one part and

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

WHEREAS the Owner is desirous **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South**

(hereinafter called "the Work") in accordance with Tender No..... (hereinafter "said tender").

AND WHEREAS the contract document provided in the said Tender have been duly signed by TIDEL PARK LIMITED & the Contractor;

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

AND WHEREAS the Contractor has furnished Bank Guarantee for a sum of Rs..... (Rupees) vide No ...drawn ondatedas Performance Bond, valid for entire contract period and such extended period as mentioned in the Contract Document from the date of commencement for due performance of this agreement.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions mentioned herein carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.
2. The Owner will pay the Contractor the said contract amount Rs. (Rupees..... Only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

4. The agreement and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work as detailed in the said Tender in respect of provision for the above mentioned works / systems at TIDEL Park Building complex and its services & Facilities to be paid in accordance to actual service / material performed / delivered and works done at the lumpsum rates contained in the Schedule of Quantities or as provided in the said Conditions.
6. The Owner reserves the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by the Owner on the scope and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Owner. The Contractor will only be paid for the actual services performed and works done payable at the accepted unit rates.
7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work from the date of acceptance / awarded letter issued by TIDEL PARK LTD as provided for in the said conditions and to complete the entire work within the stipulated period or the extended period as granted by the owner.
8. The contractor should have required EA/ESA License to install Digital Energy Meters and should have Insurance Policy to cover their workmen deployed and the associated risk for the assigned work at TIDEL Park for Erection, Commissioning and Testing etc.
9. All payments by Owner under this contract will be made only through Banking Channel at Chennai in Indian Rupees.

10. **Dispute Resolution:**

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

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

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

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

If the Contractor is a partnership or an individual:

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

If the Contractor is a Company:

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

Signature Clause

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

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

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

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

BANK GUARANTEE FORMAT FOR PERFORMANCE BOND

To
TIDEL Park Limited
No. 4, Rajiv Gandhi Salai
Taramani
Chennai – 600 113

In consideration of the TIDEL Park Limited (hereinafter called "TIDEL") awarded the contract to, a company under the Companies Act, 1956 and having its registered office at (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its successors and assigns) as per terms and conditions contained in the contract document of the **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South**

(Tender No. TIDEL/2018–19/___) (hereinafter called the "the said Agreement") which also provides for furnishing Performance Bank Guarantee for the due fulfillment by the said Contractor of the terms and conditions in the said Agreement, by production of a Bank Guarantee for Rs...../- (Rupees Only) for **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South**

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

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

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

We, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of the TIDEL 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 the TIDEL certifies that the

terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor accordingly discharges this guarantee.

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

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

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

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

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

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid upto ----- (for entire contract period plus 6 months) unless this guarantee is extended for further period on demand from TIDEL Park Limited 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 thereafter based on the demand from TIDEL Park Limited.

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

Witness:

For and on behalf of the Bank

Name:

Address:

INFORMATION ABOUT THE BIDDER

1. Name of Applicant firm
2. a Registered Office Address
 - Telegraphic Address
 - Telephone Number
 - E-mail
 - Fax Number
- b. Office address through which this work will be handled and name of officer in-charge and the telephone/ fax numbers/ e-mail id.
- c. Year of establishment and location of Establishment
3. Number of years experience in Civil / Plumbing by Contractor.
4. The applicant firm is
 - a) a Proprietary Firm
 - b) a Firm in Partnership
 - c) a Limited Company or Corporation
 - d) a Group of companies
 - e) firm in joint venture/ tie up with a foreign company
5. Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of Officers.
6. 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.
7. Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)
8. In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)
9. In how many of your works cases of litigation have arisen out of how many works handled in that year?
10. a) Income tax clearance certificate for Organisation / Firm.
b) State Permanent Account number.
11. a) Banker's overdrafts and credit facilities available.

- b) Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or other organization / ISO 9001 Certification.
(Give details including classification licence etc)
 - c) GSTIN :
 - i) All the GSTIN within the State
 - ii) All the GSTIN of other states.
 - d) HSN Code
 - e) Service Accounting Code (SAC)
12. Please give two reference of firms work carried out on Civil / Plumbing
13. Give details of your plans for Sub-Contractors with full details, if any, in terms of percentage of works.
14. Do you have any tie-up with foreign company? If yes, give nature of tie-up, since when and full details of company with name and address. Necessary proofs have to be attached.

Place:

Date :

Signature of Tenderer with Seal

FORMAT – E

PERSONNEL DETAILS OF THE BIDDER

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

A. Details of the Board of Directors

Name of the Director(s)

Organisation

Address

B. Key Technical and Administrative Personnel and Consultants:

1. Individual's Name

2. Qualification

3. Present position of office

4. Professional experience, details of Civil / Plumbing

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 Tenderer with Seal

FORMAT – F

**EXPERIENCE OF COMPLETED Civil / Plumbing
(FOR THE BIDDER)**

| S.No. | Details required | To be filled by the Bidder |
|--------------|---|-------------------------------------|
| 1 | Name of work | |
| 2 | Country and location | |
| 3 | Client's name and address | Name: Address : |
| 4 | Consultants name and address. | Name : Address : |
| 5 | Total tendered cost of work Agreement No. Date | INR..... Agreement No: Date : |
| 6 | Total actual cost of work after completion. | INR |
| 7 | Excess / less in percentage. |% |
| 8 | Explain if Excess / less is higher by 20% of the tendered cost of work. | |
| 9 | Date of commencement | |
| 10 | Period of completion | |
| 11 | Stipulated date of completion | |
| 12 | Actual date of completion | |
| 13 | Extended by the contractor, if any. Reason for non-completion of work in stipulated time limit / extended time limit, if so furnish details | Yes / No |
| 14 | Extension of time granted by the Client, if any. If yes, please specify the reason for extension of time. | Yes / No |
| 15 | Brief description of works including principal features and quantities of main items of the work. | |
| 16 | Name of Contractor's Engineer in-charge of the Project & Qualifications. | Name :Qualification : |
| 17 | Details of specialised work executed under this Contract. | |
| 18 | Details of specialised work executed by their own divisions under the Contract | |

| | | |
|----|---|---|
| 19 | Whether the Programming and planning plan was followed in the form of Pert Chart or Bar Chart? | Yes / No |
| 20 | Whether the Quality Control and Quality Assurance function was carried out? If yes, Please give details and copies of quality formats used in anyone project | Yes / No |
| 21 | Whether the safety measures was followed? If yes, Please give details. | Yes / No |
| 22 | i) Were there any labour strikes?If yes, Please give details. | Yes / No |
| | ii) Whether corrective action taken immediately? | Yes / No |
| 23 | Were there any penalties / fines / stop notice / compensation / liquidated damages imposed during execution of the project? If Yes, Please give amount, details and reason. | Yes / No Amount : Reason : |
| 24 | Whether the contract of the work was terminated? If Yes, furnish the details. | Yes / No Name of the Project : Reason : |
| 25 | Please specify the details of litigation / arbitration cases, if any, pertaining to works completed. If Yes, furnish the details ie. Nature of litigation / arbitration. Please furnish whether the litigation is initiated by the Company or against the Company. | Yes / No |
| 26 | Attach client's certificate, as may be available (Not below the rank of Director or equivalent) | Yes / No |
| 27 | The bidder shall enclose necessary performance certificate obtained from the client / consultant that the Civil work and fabrication works by the bidder are in satisfactory during the period of last 5 years. | Yes / No. |

Place:

Date:

Signature of Tenderer with Seal

**EXPERIENCE OF ONGOING WORKS
(FOR THE BIDDER)**

Give details of **Civil / Plumbing** (satisfying the requirements mentioned in the tender notice) ongoing and performance progress as on the date of submission of Tender document in the following proforma. (Separate form for each work)

| S.No. | Details required | To Be filled by the Bidder |
|--------------|---|---|
| 1 | Name of work | |
| 2 | Country and location | |
| 3 | Client's name and address | Name : Address : |
| 4 | Consultants name and address. | Name : Address : |
| 5 | Total tendered cost of work (Agreement No. and Date) | INR |
| 6 | (a) Brief description of works including principal features and quantities of main items of the work. | |
| 7 | i) Percentage of physical completion | |
| | ii) Amount billed for the work completed. | |
| | iii) Cost of work remaining to be executed as on the date of submission. | |
| | iv) Stipulated date of completion | |
| | v) Anticipated date of completion | |
| 8 | Name of Contractor's Engineer in-charge of the Project & Qualifications. | Name : Qualification: |
| 9 | Details of specialised works under this Contract | |
| 10 | Specialised works being executed by their own divisions | |
| 11.a. | Details of the sub-contracted specialised works by the Bidder | |
| | i) Total value of work sub-contracted. | INR |
| | ii) Trade-wise value of work sub-contracted. | 1.INR..... 2.INR..... 3.INR..... 4.INR |

| | | |
|----|--|----------------------------------|
| | iii) Trade-wise Name of sub-contractors Use separate sheet for details of such sub-contractors experience, capability, testimonial. | 1. 2. 3. 4. |
| 12 | i) Were there any labour strikes? If yes, Please give details. | Yes / No |
| | ii) Whether corrective action taken immediately? | Yes / No |
| 13 | Were there any penalties / fines / stop notice / compensation / liquidated damages imposed? If Yes, Please give amount, details and reason. | Yes / No Amount : Reason : |
| 14 | Please specify the details of litigation / arbitration cases, if any, pertaining to works ongoing. | Yes / No |
| 15 | Attach client's certificate, as may be available (Not below the rank of Director or equivalent) | Yes / No |

Place:

Date:

Signature of Tenderer with Seal

FORMAT – H

Details of Infrastructure & Facilities available with the Bidder with respect to Civil / Plumbing for performance of Work / Services.

Place :

Signature

Date :

Company Seal

FORMAT – J

LETTER OF TRANSMITTAL

Date:

To

The Managing Director
TIDEL Park Limited
A – Block, North
TIDEL Park
No.4 Rajiv Gandhi Salai,
Taramani, Chennai – 600 113

Sir,

Sub: Submission of Tender Application for the work of **Removing and Replacing water pipe line (GI to UPVC) at 'A' North and 'A' South** at Taramani, Chennai.

1. Having examined the details given in the tender Invitation to pre-qualify Bidders for the work referred under subject above we hereby submit the pre-qualification information and relevant documents.
2. We hereby certify that all the statements made and information supplied in the enclosed Formats A to F 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 authorize TIDEL PARK LTD to approach individuals, employers, firms/clients, and corporation to verify our competency and general reputation.
5. We submit in Format – F the certificates in support of our suitability, technical know-how and capability for having successfully completed the works during the last five years.

Please refer checklist below:

Please state whether following enclosures has been enclosed or not.

| Sl. No. | Description of item | Enclosed | Not enclosed |
|----------------|---|-----------------|---------------------|
| 1. | Application in duplicate including Letter of Transmittal and Formats A to F | | |
| 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. | Copies of C.S.T/S.T clearance certificate for the past 3 years and registration certificates. | | |
| 6. | Supporting certificates for technical and financial capability from relevant authorities. | | |
| 7. | List of Board of Directors / Partners. | | |
| 8. | Organization Chart with responsibilities. | | |
| 9. | Details of facilities for performing the services. | | |
| 10. | Details of tie-ups if any, technical, financial with reputed foreign organization. | | |
| 11. | A detailed write-up on any latest method of approach specially devised by the applicant to perform the work to international level. | | |
| 12. | EMD as called for in Tender | | |
| 13. | Service tax registration No. | | |
| 14. | Any other important information. | | |

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

Place:

Date of Submission:

Signature of Tenderer with Seal

**HAND BOOK ON HEALTH AND SAFETY AT WORK
FOR
CONTRACTORS WORKING IN THE PROJECT**

- “Contractors” – shall mean contractor /Bidder/ his Sub-contractors etc who are involved in the performance of the Contract with the Owner.
- “Owner” - shall mean TIDEL Park Limited

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GUIDELINES FOR CONTRACTORS:

SECTION – 1

INTRODUCTION:

This document defines the operations undertaken by Contractors and subcontractors 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 subcontractors 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 ISO14000/OHSH18000 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 subcontractors 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 subcontractors, 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 CONTRACTORS BETWEEN THE OWNER AND CONTRACTORS THAT THEY AND ANY SUB-CONTRACTS, 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 Contracts and sub-Contracts.

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-Contracts) are reporting for work on that site.

SECTION – 2

RULES FOR GENERAL OPERATIONS:

2.1 ACCESS:

Nothing shall be done or omitted to be done by Contractors or Sub-Contractors or their employees to render unsafe or obstruct:

- any means of access to the places at which people are required to work.
- the passage of people and / or vehicles whether on a defined gangway or not, unless permission is obtained from the designated Safety Officer.
- access for emergency apparatus, such as Fire Fighting Equipment.
- Contractors and subcontractors shall nevertheless provide adequate fencing, lighting and warning signs to ensure safety at all times.

2.2 ACCIDENT AND INCIDENT REPORTING:

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

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

2.3 CONTRACTORS AND SUB-CONTRACTORS' TOOLS AND EQUIPMENTS:

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

2.4 HAZARDOUS MATERIALS:

The Contractor must inform the safety officer, 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 subcontractors must inform the safety officer at this premises of all processes producing dust or fumes, and under the conditions as laid down in Sections 14 & 17 of Factories Act 1948, 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.

2.7 **MACHINERY SAFETY:**

Contractors and subcontractors 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 subcontractors, must be of high standards, as the Owner follows ISO 9001/ISO14000 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.

2.8.1 House keeping and hygiene go hand in hand with safe working practices. Contracts and sub-Contracts 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/TIDEL Control Centre.

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 subcontractors working at this premise 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 subcontractors 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 AND EQUIPMENT:

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

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

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

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

2.13 PLANT SERVICES:

Before using plant services such as electricity, permission to do so must be obtained from the appropriate authority, Owners representative/ 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 Contractors or Sub-Contractors'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. Contracts and sub-Contracts 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 by 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 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 Project site.

3.6 **POWERED INDUSTRIAL TRUCKS**

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

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

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

Signature:

Name of the Authorized Person:

Company Name (Contractor). :

Date :

Place :

NOTE:

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

CHECK LIST – 1 FOR CRITERIA -1

- (a) The Bidder should be a well established and reputed civil contractor with experience of minimum 3 years and capability in similar **civil work and plumbing works**.

| S.No. | Name of Clients | Description of Work | Year of Project Work Completion | LOA/PO Attached |
|-------|-----------------|---------------------|---------------------------------|-----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CHECK LIST – 2 FOR CRITERIA -2

(b) Should have an annual turnover of **Rs.60 lakhs** during any one of the past three financial years from this business.

| S.No. | Financial Year | By Sales Values in Profit & Loss Account sheet (More than 60 Lakhs) | Certified by Chartered Account | Remarks |
|-------|----------------|---|--------------------------------|---------|
| 1 | FY 2015-2016 | | | |
| 2 | FY 2016-2017 | | | |
| 3 | FY 2017-2018 | | | |

CHECK LIST – 3 FOR CRITERIA -3

(c) Should have carried out at least one similar size of Civil / Plumbing maintenance Project **during the last three years** in a multi-storied building (G + 5 floors).

| S.No. | Name of Client / Project Name | Description of Work | Amount of Work done | LOA/PO Attached |
|-------|-------------------------------|---------------------|---------------------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4. | | | | |

EMD attached - Yes / No

All pages signed and sealed - Yes / No

Pre-Bid Minutes attached - Yes / No