<table>
<thead>
<tr>
<th>Tamilnadu Industrial Development Corporation Ltd (TIDCO)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CHENNAI</td>
<td></td>
</tr>
</tbody>
</table>

TENDER FOR INTERIOR FITOUT RENOVATION AND FURNISHING WORKS INCLUSIVE OF MEP DOWNSTREAM WORKS TO TIDCO OFFICE, THIRD FLOOR, EGMORE, CHENNAI

VOLUME - I

DUE DATE FOR SUBMISSION: ON OR BEFORE 29.10.2020 at 3.00 PM

TO BE SUBMITTED TO:
Tamilnadu Industrial Development Corporation Ltd, 19-A, Rukmani Lakshmipathi Salai
Egmore, Chennai –600 008
Phone: 044-2858 9118; Fax: 044-2855 3729

ARCHITECTS:
M/s QUN INTERIORS PVT LTD
No 8A/83 4th Street, Krishna Avenue,
Abhiramapuram, Chennai - 600018

BID SUBMITTED BY:
M/s ........................................
Address ......................................
........................................

October 2020
TENDER FOR

INTERIOR FIT OUT RENOVATION AND FURNISHING WORKS INCLUSIVE OF MEP DOWNSTREAM WORKS
TO
TIDCO OFFICE, THIRD FLOOR, EGMORE, CHENNAI

Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Particulars</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Tender Notice</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Qualification Criteria</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Important Dates of Tender</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Instruction to bidder / contractor &amp; General Conditions</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Definitions &amp; Interpretations</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Formats:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Articles of Agreement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Proforma Bank Guarantee / Performance Bond</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) Transformation about bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(d) Bankers Solvency Certificate</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Certificates</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Additional Conditions and Commercial terms</td>
<td></td>
</tr>
</tbody>
</table>
TENDER NOTICE

For and on behalf of Tamilnadu Industrial Development Corporation Limited (TIDCO), sealed tenders are invited under “Two Cover System” for the following work from Class-I, State level registered contractors having experience in similar nature of works. Tenders will be received upto **3.00 PM on 29.10.2020** and the same will be opened on the same day at 3.30 PM.

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Approx. value of work</th>
<th>EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior renovation of TIDCO Office, Egmore, Chennai.</td>
<td>Rs.250 Lakhs</td>
<td>Rs.2,50,000/- (payment by Demand Draft in favour of TIDCO, Chennai-8)</td>
</tr>
</tbody>
</table>

The tender document can be downloaded at free of cost from the website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.tidco.com](http://www.tidco.com) or purchased at TIDCO office upon payment of non-refundable fee of Rs.5000/- by way of DD in favour of TIDCO payable at Chennai.

Chairperson and Managing Director
DIPR/ Tender/2020
TIDCO, Chennai-8.
Section-2

Pre - Qualification Criteria:

TIDCO proposes to renovate its office with built up area of around **12000 Sq.ft.** in Chennai, in third floor of existing Building. TIDCO invites techno commercial Bid for Interior Fit-out and Furnishing Works, from experienced contractors who meet the following criteria as on 30.09.2020

a) The Bidder should be a well-established Interior work contractor with minimum five years experience and capability in execution of Interior and related works.

b) Should have an annual turnover of Rs. 150/- Lakhs (Rupees One hundred and Fifty Lakhs) in similar nature of works during any one of the past three financial years. Produce auditor’s certificate.

c) Shall produce Banker’s solvency Certificate of the value of Rs.100 Lakhs, obtained not earlier than three months from the last date for submission of tender.

d) Should have executed interior works of the value of Rs.120 Lakhs in a single work or Rs.60 lakhs each in two works during the past three years. Attach Client’s or consultant’s certificate as evidence.

e) Contractor or his identified Sub-contractor should have the A-Grade Electrical License from Statutory Authorities.

f) There shall not be any litigation against the company threatening the very existence / operation of the company by way of insolvency / liquidation / decree of criminal nature etc. Bidders shall give details of the same in a separate Format elsewhere in this document.

g) Consortium not allowed
## Section-4

### Important Dates of Tender:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Interior renovation of TIDCO Office, Egmore, Chennai.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Completion of works</td>
<td><strong>10 Weeks</strong></td>
</tr>
<tr>
<td>(a) Document Cost</td>
<td>The tender document can be downloaded at free of cost from the website <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and <a href="http://www.tidco.com">www.tidco.com</a> or purchased at TIDCO office upon payment of non-refundable fee of Rs.5000/- by way of DD in favour of TIDCO payable at Chennai.</td>
</tr>
<tr>
<td>(b) Period of Issue</td>
<td>01.10.2020 to 27.10.2020 (during office hours)</td>
</tr>
<tr>
<td>(c) Earnest Money Deposit (EMD)</td>
<td>Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only ) by Demand Draft</td>
</tr>
<tr>
<td>(d) Pre-bid Meeting</td>
<td>11.00 A.M. on 13.10.2020</td>
</tr>
<tr>
<td>(e) Last date for submission of bids</td>
<td>3.00 P.M. on 29.10.2020</td>
</tr>
<tr>
<td>(f) Opening of Technical Bid</td>
<td>3.30 P.M. on 29.10.2020</td>
</tr>
<tr>
<td>(g) Validity of Tender</td>
<td>90 days from the last date of submission of tender</td>
</tr>
</tbody>
</table>

Opening of Price bid shall be intimated separately.

**TIDCO reserves the right to accept / reject anyone / all the tenders without assigning any reason thereof.**

---

The Chairperson and Managing Director  
Tamilnadu Industrial Development Corporation Ltd,  
19-A, Rukmani Lakshmipathi Salai  
Egmore, Chennai –600 008  
Phone: 044-2858 9118; Fax: 044-2855 3729
Section - 5

Instructions to Bidders / Contractors and General Conditions

1. TIDCO Limited invites competitive bids in prescribed Forms in sealed covers from experienced contractors fulfilling the qualification criteria specified herein, for the work of providing Interior works renovation and related MEP down-stream works to their TIDCO’s office in third floor of existing building at CHENNAI.

2. Bid Forms are not transferable. Completed Bid forms shall be delivered to Tamilnadu Industrial Development Corp. Ltd, 19-A, Rukmani Lakshmipathi Salai, Egmore, Chennai -600 008 not later than 15-00 Hours on 29.10.2020 and Technical Bids will be opened on the same day at 15-30 Hours. Bids delivered late for whatever reasons, will not be accepted. Tenders shall be valid for a period of ninety days from the date of opening Price Bids.

3. The work of Providing Interior Works consists of providing False ceilings, flooring, Partitions, Furniture, Internal electrification, Air conditioning, Fire protection, IBMS etc., including rectifying defects and replacing material with new, absolutely free for a maintenance period of one year after the contract period.

4. Work shall be executed as per the drawings, Technical specifications and Bills of Quantities prepared by M/s Qun Interiors Pvt Ltd, Chennai.

5. The contractor shall give a Time schedule for completion of work, including Procurement Plan and Mobilisation Plan of Plant and equipment necessary. Work shall be executed as per the directions of Consultants.

6. Tenders shall be filled in English, written legibly or typewritten. Overwriting should be avoided; Mistakes should be scored and authorised signatory should attest corrected version. Rates should be entered in words and figures and amounts noted against each item and totaled at the end to arrive at total contract value. Bid drawings shall be signed. If there is a discrepancy between words and figures in rates, the lower of the two shall be considered. Tenderer should also refer para11 below while quoting the rates.

7. All pages of the Bid must be initialed by authorised signatory, and authority for signing the Bid must be produced in the case of partnership company, Limited Company.

8. TIDCO discourages bidders to stipulate any additional conditions and are expected to accept the various provisions and conditions in Bid documents. Conditional Bids are liable to be rejected by TIDCO.


b. Cover 2: Original & duplicate copy of Part II (Price Bid)
c. Both covers should be put in one common cover, also sealed, and addressed to TIDCO super scribing the name of work and name of Bidder.

10. **Earnest Money Deposit** The bidders shall enclose EMD. of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in the form of Demand draft on a Scheduled bank in Chennai. Tenders not accompanied with EMD in the approved form as stated herein will be summarily rejected. EMD will be refunded/returned in the case of successful bidder on production of Performance Guarantee.

11. The **Letter of acceptance** of the bid sent to the successful bidder by **TIDCO** shall be construed as a contract binding both the parties. Before the issue of LoA, **TIDCO** reserve their rights to call for negotiations, clarifications and presentations by the contractor.

12. **Date of Commencement of work:** On receipt of letter of acceptance the successful bidder (hereinafter referred to as 'Contractor') shall commence the work within 10 days, and complete the work within ten weeks.

13. **Performance Guarantee:** The contractor shall produce a Bank Guarantee for Performance in Format approved by **TIDCO**, for the value of 5% of the accepted Contract Value as stated in the letter of acceptance within a week of LoA., and the Guarantee shall be valid for the contract period plus 12 months defects liability period with provision for automatic revalidation for a period of six months.

14. The attention of the tenderer is directed to the contract requirements as to the time of beginning work, the rates of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and of proportionate value of work done from time to time as will be indicated by the Architect.

15. **Period of Contract for 10 weeks**

<table>
<thead>
<tr>
<th>Period after date of commencement</th>
<th>Total percentage of work to be completed based on contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3(^{rd}) week</td>
<td>20%</td>
</tr>
<tr>
<td>5(^{th}) week</td>
<td>50%</td>
</tr>
<tr>
<td>8(^{th}) week</td>
<td>80%</td>
</tr>
<tr>
<td>10(^{th}) week</td>
<td>100%</td>
</tr>
</tbody>
</table>

16. **Date of Completion:** The date on which the works have been virtually completed and as certified by Architects.
17. **Defects Liability Period (DLP)**: (--Which shall also be free maintenance period--) shall be twelve months from the date of virtual completion certificate or till all the defects have been rectified and so certified by the Architects, whichever is later.

18. **Liquidated damages**: If work is not completed by the stipulated date of completion, Liquidated damages will be levied subject to the maximum of 5% of the contract value; Architect's opinion whether delay has occurred and their decision to enforce liquidated damages will be binding on both the parties.

19. **Contract Agreement**: The Contractor shall execute an agreement with **TIDCO** in a format approved by **TIDCO** within three weeks of LOA and the following shall be parts of the contract
   i. Part I- Conditions of Contract, Qualifying Criteria and Technical Specifications
   ii. Part II - Bills of Quantities.

20. **Rates shall be firm** throughout the contract period and should include, but not limited to the following: cost of all inputs such as all materials; tools and tackles; water and power; and all labour required for finished work and maintenance for one year period after completion of work; all insurance; and all expenses in fulfilling the duties and obligations in respect of this contract.

21. **Item rate contract**: The contract will be an item rate contract and work done will be measured and paid for at rates agreed as per schedule of quantities and as certified by the Architects. No extra on any account whatsoever will be payable other than measured work as aforesaid.

22. During the course of work Consultants may increase or decrease the quantities to any extent and the contractor will not be entitled to any increase in rates or any compensation whatsoever. However the scope and extent of changes that can be ordered by the Owner will be limited to ± 25% of the contract sum and the Interior Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Owner. The Interior Contractor will only be paid for the actual quantity of works done payable at the accepted unit rates.

23. **Assignment or giving on sub-contract**
   The Contractor shall not without the written consent of the Architect/OE assign the whole or any part of the Contract, and shall not without the written consent of the Architect/OE (which consent shall not be unreasonably withheld to the prejudice of the Contractor) be given on sub-contract any portion of the work.

24. **Direct Sub Contractor (DSC)**
There is no bar on the Interior Contractor executing DSC works directly subject to complying with performance criteria as per tender and subject to prior approval of TIDCO.

(a) Specialist works such as False ceiling, Stainless steel column cladding, Access flooring, Dry fixing of Granite cladding and Internal Lighting, covered in the Interior Contract work and any other areas of work identified by the Owner / Consultants shall be got executed by specialist agencies engaged by the Interior Contractor as Direct Sub-Contractors on approval of the Owner after adopting the procedures given below.

(b) Name of the agency for each work shall be proposed within 15 days after issue of LOA with the details of scope, experience, financial standing etc. Such sub-agencies shall be called Direct Sub Contractors. The Owner / Architect / OE will have the right to call for additional information as may be required to assess the capability of Direct Sub Contractors or even to inspect their previous works for fully satisfying themselves on the performance of the Direct Sub Contractors. The Owner, thereafter will convey their approval to the Interior Contractor for selection of Direct Sub Contractors, minimum being one number per trade or in the event of a special need for engaging more than one such specialist, up to a maximum of three in each trade. The Bidder shall engage only such approved Direct Sub Contractor/s. If Owner / Consultants is not satisfied with the capacity and experience of the Direct Sub Contractor proposed by the Interior Contractor, the Owner/Architect shall have the right to nominate an agency / agencies of their choice whom the Interior Contractor shall be bound to engage forthwith. The decision of the Owner / Consultants in identifying and selection of Direct Sub Contractor shall be final and binding on the Interior Contractor. If during execution, the performance of any such Direct Sub Contractor is found to be unsatisfactory, the Owner shall reserve the right to order termination of such Direct Sub Contractor and nominate alternative agency to continue the works. The Interior Contractor shall comply with such instructions promptly and effectively. However In all cases, quoted rates shall remain firm and there shall be no extra cost implication to the Owner.

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

(d) TIDCO / Consultants and his representative shall have right of access to the workshops and other places of the Direct Sub-Contractor.

25. Variations: If any additional or new items are ordered by Architects for execution, then the rates for the additional items shall as far as possible be arrived at from BOQ or derived from the BOQ. If this is not feasible the Contractor shall quote his rates and submit rate analysis with supporting quotations and Vouchers as may be directed by Architects for a fair evaluation and approval by TIDCO. On the actual cost of materials delivered at site and labour charges, 10 % shall be added to arrive at a
final rate. The Twenty per cent addition shall be deemed to include all incidental and connected charges whether direct or indirect, all applicable taxes, duties and levies, all expenses for Infrastructural facilities, amenities, insurance and supervision, and duties and obligations under the contract.

Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Architects the workmen's names) and the materials employed shall be delivered for verification to the Architects or his authorised representative not later than the end of the week following that in which the work has been executed.

26. **The contractor shall observe all local laws, Govt. regulations** as regards his obligations to his employees and Labour, Payment of License fees and consumption charges for water and power or for any other facility payable to the local Utility and/or Govt. authorities. The contractor shall observe safety regulations and take out applicable insurance policies for the work, workmen and third party liability. Attention of bidders is invited to clause 18 below.

27. **Running Account Bills:** Payment to the contractor will be based on Running Account bills which may be submitted every fortnight/month, and will be certified by Architects within Fourteen working days from the date of receipt from the contractor and paid by TIDCO within Thirty working days of receipt of certificate from Architects.

28. **Terms of Interim Payments:**
   i.  65% pro rata on accepted for item on supply and delivery of materials at site.
   ii. 25% pro rata on erection / fixing in position of materials with accessories if any.
   iii. 5% after testing/ commissioning after installation and handing over to clients
   iv. 5% retention money will be released after one year from date of satisfactory handover to TIDCO

29. **Retention Money:** From each bill of the Contractor 5% of the value of work done will be withheld and retained by TIDCO. After Client/Consultants issue a virtual completion certificate, 2 ½ % of the final bill amount will be retained and the balance will be refunded. The money retained in the final bill will be refunded after 12-month Defect Liability Period (also known as free maintenance period) or two months after the last notified defect had been rectified whichever is later

30. **Final Bill** should be submitted by the Contractor within two months of completion of work, which will be certified by Architects within one month of date of receipt from the contractor and will be paid by TIDCO within a month of receipt of certificate from TIDCO.

31. **Insurance:** The Contractor shall take out Insurance policies for, a) the work, b) Workmen's Compensation, and c) Third party insurance for Rs.5 lakhs per person, per occurrence and the number of occurrences unlimited, and produce the policies to TIDCO. Transit insurance as found necessary for the contractor’s own materials should be arranged by the
contractor himself. All Insurance premiums to be paid for covering risks shall be deemed to be included in quoted rates. The contractor shall indemnify TIDCO against all claims arising out of this contract.

32. **Rate of Interest for monies retained by TIDCO:** NIL

33. **Water and Power:** TIDCO will make available rent free office space for running Contractor office. Electricity and water used for the Contract operations for the entire building will be given free of cost. TIDCO will make available open space in adjoining premises for storage / workshop facilities if need be, on a case to case basis. For tendering purpose, the cost of construction of storage / workshop facilities, if need be on a case to case basis in the open space need not be included in the quoted rates.

34. **Decisions:** To prevent disputes and litigations, it shall be accepted as an inseparable part of the contract that in matters regarding materials and workmanship, removal of improper work, interpretation of contract, drawings and specifications, mode of procedure and carrying out the work, defects to be remedied, delay and extension of time, addition, deletion, increase or decrease in quantities, and certificates (except payment certificates) the decisions of Architects/ TIDCO shall be final.

35. **Arbitration:** If the Contractor is dissatisfied with the decision of Architects on any matter or question or dispute of any kind (except any of the decisions on excepted matters mentioned in Cl.21 above,) or withholding of any payment certificate to which the contractor may claim to be entitled then, and in any such case either party may seek settlement through Arbitration proceedings in accordance with Laws in force. The governing law of agreement and any arbitration pursuant to it shall be the laws of India. Further disagreement with the Arbitration may be proceeded in a court of Law of India and the dispute shall be deemed to have arisen in Chennai.

36. **Coordination of work:** The successful bidder shall cooperate with all other agencies engaged on separate contracts in the project, meet their agents and Architects and plan his work.

37. **Extension of Time :**
Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall within 15 days give written notice of the cause of the delay to the Architects, and if in the opinion of the Architects, the completion of the Work is likely to be or has been delayed beyond the date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause; By force majeure (earthquake riot and inclement weather. (Inclement weather only heavy downpour ) or By reason of civil commotion, or by reason of the Contractor’s inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour, goods or materials as are essential to the proper carrying out of the works, then the Architects shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architects to proceed with the work. The Contractor is not eligible for any monetary compensation whatsoever due to extension of time granted to him.
38. **Determination of Contract**

**By Client:**

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

a) If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

b) If he fails to proceed regularly and diligently with the works, or

c) if he refuses or persistently neglects to comply with a written notice from the Architects requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, then the Architects may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then TIDCO without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

d) If the contractor becomes bankrupt and results in closure of business or winding up or involved in Court litigations threatening the continuation of business then the contract may be terminated by TIDCO and action taken as stipulated in Note 2. At the end of Information sheet in Sec.2.b, unless the contract is reinstated by TIDCO and TIDCO agrees with the Trustee in bankruptcy, liquidator, receiver, or manager as the case may be.

**By the Contractor:**

a) If TIDCO does not pay the contractor within the period of honouring the certificates mentioned in Clause preceding this ,and continues default even after 7 days after receiving notice from the Contractor stating the notice of determination under this clause will be served if payment is not received within seven days from receipt thereof, or

b) If TIDCO interferes with or obstructs the issue of certificate due under t

c) If the whole or substantially the whole of uncompleted works is suspended for a period of more than one month,

Then the Contractor may thereupon by notice by registered Post or recorded delivery to TIDCO forthwith determine the contract.
Upon such determination, the respective rights and liabilities of the Contractor and TIDCO shall be as follows, that is to say:

The Contractor shall with all reasonable diligence, despatch in such manner and with such precautions as will prevent injury, death or damage of the clauses in respect for which before the date of determination he was liable to indemnify TIDCO under clause 17 above of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub-Contractors to do the same but subject always to the provisions of this clause.

After taking into account amounts previously paid under this Contract the Contractor shall be paid by TIDCO:

The total value of the works completed at the date of determination.

The total value of work begun and executed but not completed at the date of determination the value being ascertained in accordance with the bill of quantities.

The reasonable cost of the removal under this clause.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of TIDCO by reason of payment in interim bills, until payment of all monies due to the Contractor from TIDCO.

39. Protection to work and Cleaning
   The contractor shall preserve and protect his work and keep the working places and surroundings neat and tidy. On completion he shall remove all debris, clear the gutters/drain free of dirt and dead plants and handover in a tidy condition to the satisfaction of Architects and at no extra cost to TIDCO.

40. Scaffolding, Staging, Guardrails
   The Contractor shall provide scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

41. House Keeping
   The Contractor shall be required to maintain the site and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken once on daily basis. The Contractor shall nominate the Safety Officer to be responsible for housekeeping.
42. Bidders shall note that the cost of visiting the site, preparation of bid, attending meetings for providing and obtaining clarifications, discussions or presentations will not be reimbursed by TIDCO under any circumstances.

43. Submission of bid shall mean that the contractors have visited the site and thoroughly understood all the details given or implied in the bid documents supplied by TIDCO, accept TIDCO’s decisions on prequalification and the bid and waive their rights to question the decision of TIDCO.

44. If the bidders need any clarifications of the bid document they should communicate to TIDCO with copy to Consultants, at least ten days before the date of submission of tender. Clarifications will be given at a Pre-bid meeting to be convened if necessary or communicated to all bidders. Request for clarifications later than the date as aforesaid will not be complied with. Such communications, request and clarifications will become part of contract agreement.

45. Only Courts in Chennai will have jurisdiction over this contract.

46. TIDCO reserves the right to accept or reject any of the applications for pre-qualification without assigning any reason therefor and reserves the right to increase or decrease the scope of work as deemed necessary. The decision on qualifying bidders will be final and binding. TIDCO reserves the right to qualify any bidder or to reject any application or to cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever. Only the price bids of pre-qualified bidders will be opened for consideration.

47. TIDCO reserves the right to split and award the works to any Bidder/Bidders based on competitive offer, and the bidders shall not withdraw their price bid/s on this account which shall amount to breach of tender conditions and their earnest money will be forfeited. The quoted rates shall remain firm and no extra claim or compensation on account of splitting or deleting or increasing or decreasing the scope of the works will be entertained by TIDCO.

48. **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 TIDCO, if any, 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 TIDCO as a basis for any claim for compensation.

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

50. **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.

51. **Evaluation Method:**
   a. **First Stage:** Cover 1 containing the EMD will be opened. If the EMD is not submitted or is deficient, TIDCO reserves the right to reject the bid and no further evaluation of that bid will be done.
   b. **Second Stage:** If the EMD submitted is acceptable, evaluation of the technical Bid cover will be opened whether substantive response has come form the bidders to the basic prequalification criteria and information called for in Information sheet and whether supporting documents are enclosed or not.
   c. **Third cover and Final Stage:** The Price Bid of only those bidders who have been prequalified will be opened and only the bidder who has complied with all tender conditions, BOQ in full and who is the lowest in price bid will be chosen as the lowest bidder subject nevertheless to the rights of TIDCO to call for clarifications and negotiations with the Lowest Bidder before the award of work and to split the work among two or more contractors.

52. 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.

53. 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 TIDCO. After this, Contractor prepares a detailed work programme and the same should be submitted in advance, which shall be approved by TIDCO. 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 TIDCO through the contractor.

54. 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 TIDCO shall not be liable for any claim in respect thereof. TIDCO does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

55. 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 TIDCO whose decision is binding on the Contractor.

56. 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 TIDCO and no deviation on any account will be permitted.

57. 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.

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

Safety Norms:

59. 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.

60. 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 TIDCO for approval.

Place:

Date: Signature of the Tenderer with Seal
Section - 6

CONDITIONS OF CONTRACT

(DEFINITIONS AND INTERPRETATIONS)

1. Interpretation clause

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

<table>
<thead>
<tr>
<th>a) &quot;Owner&quot;</th>
<th>Shall mean TIDCO, CHENNAI and shall include its assigns and successors.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) &quot;Contractor&quot;</td>
<td>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.</td>
</tr>
<tr>
<td>In the case of a partnership firm</td>
<td></td>
</tr>
<tr>
<td>In the case of an individual / proprietor</td>
<td>mean Thiru.................................. trading the name and style of ................................................................. having place of Business at .......................... and shall include his heirs, successors and legal representatives.</td>
</tr>
<tr>
<td>In the case of company</td>
<td>Shall mean................................................................. company a company incorporated under the act dated ........... 1956/2013 and having its registered office at .......................... and shall include its successors and permitted assigns.</td>
</tr>
</tbody>
</table>

2. Definitions

i. The Owner : TIDCO, CHENNAI

ii. The Contractor : M/s. ______________________________

iii. 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.

iv. "The Site" shall mean the site of the contract work / job including any building and erections thereon; any other land allotted by TIDCO for the contractor use
v. “Contractor” shall mean the specialist agencies whom TIDCO has selected and appointed for the specified works, who execute their respective works for TIDCO as a Contractor with TIDCO. The Sub-contractors have, as part of their respective contract, responsibility towards Owner for the specified works for specified periods as per their respective contracts.

vi. The term "Sub-Contractor", as employed herein, includes those having a direct contract with the Contractors and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked. 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.

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

a. In case of Proprietor: At the place of Business
b. In case of Partnership: At the place of Business or any member of the firm.
c. 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

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

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

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

xi. 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 TIDCO can take over project for the use it was intended.

3. **Contract Document**

i. 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 TIDCO

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 TIDCO

ii. 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 TIDCO in writing.

iii. 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.

iv. 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

i. 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.

ii. 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.

iii. 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.

iv. The schedule of quantities shall be read together with technical specifications and drawings as well as special conditions of contract.
v. Any variation either addition or deletion in any of the items required by the TIDCO during execution of work will be based on the unit rates quoted.

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

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

   ii. TIDCO 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.

   iii. All staff working at heights shall use safety belts, helmets and standard platforms with 42” height railing. All the staff working shall as far as possible wear shoes. All electricians should have wiremen’s license. Only Standard ladders should be used.

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

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

   vi. If correct manual handling is not used, it can result in 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.

   vii. 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 TIDCO.

ii. **Inspection**

   i. All materials and workmanship shall be subject to inspection, examination, and test by TIDCO at any and all times during the period of contract. TIDCO 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, TIDCO may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the Contractor.
ii. 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 TIDCO. To and Fro charges for inspection shall be borne by TIDCO.

7. Defects

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

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

iii. In case of default, TIDCO 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 TIDCO, upon the TIDCO’s certificate together with any expenses TIDCO may have incurred in connection therewith.

8. Termination

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

8.2 Termination by TIDCO

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

i. If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or

ii. If he abandons the Contract, or

iii. If he fails to proceed regularly and diligently with the works, or

iv. If he fails to adhere to the agreed program of schedule, or

v. If he fails to comply with the terms and condition of contract documents.

vi. If he refuses or persistently neglects to comply with a written notice from TIDCO 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

vii. If he does not furnish Original Bank Guarantee within scheduled time, or

viii. If the progress of any particular item or items is slow, or
ix. If he has failed to execute the work in accordance with the terms and conditions of the Contract, or

x. If he is persistently or flagrantly neglecting to carry out his obligation under the Contract, or

xi. 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.

xii. Then TIDCO 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 TIDCO 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:-
   i. 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: -
   i. TIDCO shall be entitled to terminate the employment of the TENDERER under this Contract

   ii. 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 TIDCO, or For showing or forbearing to show favour or disfavor to any person in relation to this Contract, or any other Contract with TIDCO.

   iii. 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.

8.3 Consequences:

i. 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 TIDCO and TENDERER.

ii. The Retention money & Performance Bank Guarantee Amount shall stand forfeited in favor of TIDCO.

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

iv. TIDCO 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.

v. The TENDERER shall if so required by TIDCO or its Representative within 14 days of the date of termination assign to TIDCO 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 TIDCO. In any case TIDCO 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.

vi. The TENDERER shall as and when required in writing by TIDCO 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 TIDCO 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.

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

viii. The TENDERER shall allow or pay to TIDCO in the manner hereinafter appearing the amount of any direct loss and/or damage caused to TIDCO by termination. Until after completion of the works under this Clause
TIDCO 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 TIDCO or its Representative shall certify the amount of expense properly incurred by TIDCO and the amount of any direct loss and/or damage caused to TIDCO 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 TIDCO by the TENDERER and vice versa.

8.4 Termination by TENDERER

i. Without prejudice to any other rights and remedies which the TENDERER may possess, if TIDCO does not pay to the TENDERER the amount due on any certificate not disputed by TIDCO, 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 TIDCO 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.

ii. The TENDERER shall deliver to TIDCO 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 TIDCO.

iii. 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 TIDCO materials or goods so paid for shall become the property of TIDCO. 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.

iv. 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 TIDCO until payment of all monies due to the TENDERER from TIDCO.

8.5 Dispute resolution:

i. 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.

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

9. **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.

ii. 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 Contract or any sub-Contractor employed by them or any of their employees.

iii. 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.

iv. 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.
v. 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.

vi. The Contractor shall also indemnify and keep indemnified the owner against all claims which may be made against TIDCO, 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 TIDCO a policy of Insurance in the joint names of TIDCO 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.

vii. The Contractor shall also indemnify the owner against all which may be upon TIDCO, 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 TIDCO, 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 TIDCO from time to time during the currency of this contract.

viii. In default of the Contractor insuring as provided above, TIDCO may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.

ix. 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.

x. The Contractor shall also indemnify and keep indemnified TIDCO 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.

xi. Without prejudice to the other rights of TIDCO against Contractor in respect of such default, TIDCO 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 TIDCO and which are payable by the Contractor under this clause.

xii. 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
rebuiding or repairing of the materials or goods destroyed or damaged
from TIDCO.

xiii. The Contractors, in case of re-building or reinstatement after fire, shall be
entitled to such extension of time for completion as TIDCO may deem fit.

xiv. 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 TIDCO 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.

xv. 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. TIDCO 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.

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

xvii. Approval by TIDCO 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.

xviii. TIDCO 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.

xix. 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 TIDCO 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 TIDCO for final settlement to be effected to
TIDCO's account. Subsequently Contractor and / or Sub-contractors shall
be reimbursed by TIDCO for the claim amount due, as the case shall be.
Section - 7

FORMATS

Tamilnadu Industrial Development Corporation Limited
Chennai

TENDER FOR INTERIOR FITOUT RENOVATION AND FURNISHING WORKS
INCLUSIVE OF MEP DOWNSTREAM WORKS

1.0 Tender Information / Enclosures

1. Format – A : Articles of Agreement

2. Format – B : Proforma Bank guarantee / Earnest Money
   Proforma Bank Guarantee/ Performance Bond

3. Format – C : Structure and Organization


5. Format – E : Certificates

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 TIDCO. On approval, the same shall have to be executed in Rs.100/- Non Judicial Stamp Paper)

ARTICLES OF AGREEMENT made on this ……. day of ………2020 between Tamilnadu Industrial Development Corporation Ltd, having its office at 19-A, Rukmani Lakshmipathi Salai Egmore, Chennai –600 008 (Hereinafter called "TIDCO" which includes its Successors, Administrator, Executers etc) represented by its Chairperson and Managing Director 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 INTERIOR FITOUT RENOVATION AND FURNISHING WORKS INCLUSIVE OF MEP DOWNSTREAM WORKS (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 TIDCO & 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”) & TIDCO has awarded to M/s.……….. as the ……………………… Contractor for such services with effect from ……………….

AND WHEREAS the Contractor has furnished Bank Guarantee for a sum of Rs……………… (Rupees ………………………………………..) vide No …drawn on …dated ……..as 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 TIDCO Building and its services & Facilities to be paid in accordance to actual service / material performed / delivered and works done at the lump sum 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 TIDCO 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 towards ______________ and should have Insurance Policy to cover their workmen deployed and the associated risk for the assigned work at TIDCO 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. Except as in the circumstances/manner below, all disputes and differences of any kind whatsoever arising out of or in connection with the agreement shall be deemed to have arisen at Chennai and only courts in Chennai shall have jurisdiction to resolve the same.

11. **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 cooperation.

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.

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

If the Contractor is a partnership or an individual:

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

If the Contractor is a Company:

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

<table>
<thead>
<tr>
<th>SIGNED AND DELIVERED by the Owner TIDCO by hand of its Managing Director:</th>
<th>SIGNED AND DELIVERED by the Contractor M/s. ................................ by hand of its ..............................:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name and Designation:</td>
<td>Name and Designation:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>

**WITNESSES:**

1. Signature:  
   Occupation:  
   Address:  

2. Signature:  
   Occupation:  
   Address:  

---

**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

1. In consideration of the Tamilnadu Industrial Development Corporation Ltd (hereinafter called “TIDCO,”) having agreed to allow M/s. ……………………… (Hereinafter called “the said Interior Contractor(s)”) from the demand under the terms and conditions of an Agreement No. . . . . . . . . . . . . . For the work of Providing Interior Renovation work of TIDCO office (hereinafter called “the said Agreement” for furnishing Performance Bond for the due fulfillment by the said Interior Contractor of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Rs. . . . . . . . . . . . . . (Rupees . . . . . . . . only). We, the . . . . . . . . . . . . . . . . . . . . . . . . . . . (Name of the Bank) having our Head Office at . . . . . . . . . . . . . and having branch at . . . . . . . . . . . . . . referred to as “the Bank” at the request of M/s. ….. . . . . . . . . . . . . . Interior Contractor(S) do hereby undertake to pay to TIDCO, an amount not exceeding Rs.. . . . . on demand by TIDCO,.

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

3. We undertake to pay to the TIDCO, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the Interior Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.

4. We . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of TIDCO, 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 TIDCO, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Interior Contractor(s) accordingly discharges this guarantee.

5. We . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . branch further agree with TIDCO, that TIDCO, 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 Interior Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by TIDCO, against the said Interior Contractor(s) and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Interior
Contractor(s) or for any forbearance act or omission on the part of the TIDCO, or any indulgence by the TIDCO, to the said Interior Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid up to _______. unless this guarantees extended for further period on demand from TIDCO without referring to Contractor.

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

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

Witness : For and on behalf of the Bank

Name :

[[Address : }}}}

Page 34 of 44
Dated the        day of          .......... for (Name of the Bank) Branch.

(In a Stamp Paper of ........../-)

AFFIDAVIT

We have submitted Bank Guarantee for the work . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

We also indemnify TIDCO, against any losses arising out of non-encashment of the Bank Guarantee if any.

Notary Public Signature            Signature of the **Interior Contractor**
**Format – C**

**Information Sheet**

**STRUCTURE AND ORGANISATION, REGISTRATION AS CONTRACTOR, PREVIOUS EXPERIENCE ETC.**

Bidders should fill up Information sheet. If information is NIL it should be stated as ‘NIL’ or no such case. If a query is not applicable to the bidders, it should be stated as ‘not applicable.’

<table>
<thead>
<tr>
<th>1.</th>
<th>Name of Bidder Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Registered Office Address</td>
</tr>
<tr>
<td></td>
<td>Telephone Number</td>
</tr>
<tr>
<td></td>
<td>Web site / E-mail No.</td>
</tr>
<tr>
<td></td>
<td>Fax Number</td>
</tr>
<tr>
<td>3.</td>
<td>Year of establishment and No. of years experience</td>
</tr>
<tr>
<td>4.</td>
<td>Branches in India</td>
</tr>
<tr>
<td>5.</td>
<td>Give detail including classification, if registered with any Government / Local Bodies / Municipal or other organisation.</td>
</tr>
<tr>
<td>6.</td>
<td>Registration with TNEB : Appropriate class of License to execute the type and value of this work. Details. (Regn..of the Contractor or his Electrical Subcontractor with name of Subcontractor )</td>
</tr>
<tr>
<td>7.</td>
<td>Income Tax Registration no. and Sales tax Registration no; Service Tax Registration No..</td>
</tr>
<tr>
<td>8.</td>
<td>Adequate and satisfactory evidence to indicate financial capacity of the organisation to undertake the said work of providing Interior works , with names of Bankers and their addresses.</td>
</tr>
<tr>
<td>10.</td>
<td>Current Solvency certificate for Rs ......Lakhs or letter of support from your Bankers.</td>
</tr>
</tbody>
</table>
11. Banker’s overdrafts and credit facilities available.

12. Details of previous experience, at least three works one of which should satisfy the qualifying criteria in Sec 2a.ii
Name of Work, location and for whom, and cost of work. Enclose certificates either from Client or the Consultant for the work and photographs of completed works.

13. Bidder to enclose Organisation Chart and a list of employees, with their qualifications, Age, years of professional experience and experience in your company (Enclose separately.)

14. Curriculum Vitae of two key personnel to be in charge of this work at site.(Enclose separately)

15. Are you a Recipient of any Award in appreciation of your work?

16. Any special information, which you may like to provide.

17. Are there any litigation **against** the company?
State Yes / No

18. Does any litigation threaten the very existence of company (such as Insolvency / Winding up/ or criminal decree etc.). Give Details.

**Note:**

1. **TIDCO** or his authorised representatives reserves the right to verify any part of the information furnished by the bidder in the above statements without any prejudice to the terms and conditions of the Contract. The bidder is deemed to have given his consent for the right of verification by **TIDCO** when the bidder submits the above statements.

2. If it comes to the notice of the Client that the bidder has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the bidder, **TIDCO** reserves the right to nullify the pre-qualification and to disqualify the bidder. If such information becomes available to **TIDCO** prior to issue of Letter of Intent, the bidder will be disqualified and will not be considered for award of work, even though the bidder is L1. If such information comes to the knowledge of **TIDCO** after the award of work, **TIDCO** reserves the right to terminate the Contract unilaterally at the total cost and risk of the bidder and such action would include
but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. **TIDCO** will also reserve the right to recover any Retention Money, Mobilisation Advance paid by invoking of Bank Guarantees submitted, including invoking of the Performance Bond.

3. The entire work executed up to the stage of such termination including materials procured and materials ordered but awaiting delivery will be taken over by **TIDCO** and adjusted towards any payment due, as per contract conditions. **TIDCO** can thereafter arrange for a bidding process for completion of the balance portions, for which any additional financial burden to be met by **TIDCO** will also be recovered from the accounts due from the Bidder, who has been terminated.

**Signature of the Bidder**
Format – D

BANKER’S SOLVENCY CERTIFICATE

To
The Chairperson and Managing Director,
Tamilnadu Industrial Development Corporation Ltd,
19-A, Rukmani Lakshmipathi Salai
Egmore, Chennai –600 008

Dear Sir,

SOLVENCY CERTIFICATE

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

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

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

Yours faithfully,

for ........................................Bank

Bank Officer with designation
Format – E

CERTIFICATES

a) PREQUALIFICATION CRITERIA

Details to be furnished to establish Pre-Qualification criteria of the following:

i. The Bidder should be a well-established Interior company/contractor with minimum five years’ experience and capability in execution of Interior and related works. Supporting Documents such as Annual report, Clients completion certificates for at least one Interior project executed in each years should be furnished as per the prescribed Format – 1.

ii. Should have an annual turnover of Rs._______ Crore during any of the past three financial years. as per Format No.1

<table>
<thead>
<tr>
<th>S.NO</th>
<th>Particulars</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annual Turn over of the company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Annual Turnover from Interior work</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>List of Major Interior works completed and value during each year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>c)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The following Documentary evidences required to establish the above P.Q. Criteria.

a) Annual report / Income Tax return to establish the Annual Turnover of the company for the last 3 years since .........

b) Memorandum / Articles of the company.

c) Auditor certificates to establish annual turnover for Interior works during the Last 5 (five) years.
Enclose Certificates in support of suitability, technical know-how and capability for having successfully completed similar nature of works in the last five years. Also furnish the following details of the enclosed certificates.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Works</th>
<th>Period of Execution of work</th>
<th>Name of Client / Owner.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
**SAFETY MEASURES:**

**Compliance of Safety Code:**

i. The Contractor shall strictly comply with the provision of safety code and safety rules appended hereto. The Contractor shall keep the Employer fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.

**Safety Code and Safety Rules**

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

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

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

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

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

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

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

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

x. Those engaged in welding works should be provided with welder's protective eye-shields and gloves. All persons at site shall wear shoes and protective safety helmets approved for construction sites.

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

xii. Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
xiii. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

xiv. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

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

**B) SAFETY RULES TO BE FOLLOWED BY THE CONTRACTOR DURING EXECUTION OF WORK:**

i. All the staff working at site will wear helmets.

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

iii. 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.

iv. Electrical hand tools like drilling machine will be of 220 volts type.

v. ELCB’s will be used wherever power & electrical connections are taken by the Contract.

vi. Fire fighting portable extinguishers will be used and located at appropriate locations.

vii. All staff working at heights will use safety belts and standard platforms with one metre height railing.

viii. All the staff working will as far as possible wear shoes.

ix. All electricians will have wiremen's licence.

x. Standard ladders will be used, non standard ladders will not be permitted.

xi. Inflammable materials like Petrol, Kerosene, Wax etc., will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided.

xii. Each Contractor will keep a well furnished FIRST AID box with easy accessibility. Respiratory protective equipment should be available with the Contractor.

xiii. Welding mechanics and electricians will wear rubber gloves.
xiv. Personal protecting equipment like Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc., should be used and available in Contractor's stores.

xv. Use of asbestos to be prevented.

xvi. 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.

xvii. All scaffolding will be of steel and double stage.

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

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

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

* * * * * * *