

	<p align="center">TIDEL PARK COIMBATORE LTD.</p> <p align="center">(A JV of TIDCO, ELCOT, TIDEL & STPI)</p>
<p align="center">INFORMATION TECHNOLOGY PARK BUILDING COMPLEX AT ELCOSEZ, COIMBATORE – 641 014</p>	
<p align="center">VOLUME – I</p> <p align="center">Technical Bid</p> <p align="center">(Technical Bid - Conditions Of Contract, Special Conditions, Scope of Work & Pre-Qualification)</p>	
<p align="center">TENDER FOR FAÇADE CLEANING AND MAINTENANCE OF FAÇADE ACCESS EQUIPMENTS</p>	
<p align="center">Tender No: TPCL/O&M/2018/01</p>	
<p align="center">Due Date for Submission: On or before 24.5.2018 before 3.00 p.m.</p>	
<p>TO BE SUBMITTED TO:</p> <p align="center">THE COMMITTEE OF DIRECTORS (OPERATIONS) TIDEL Park Coimbatore Ltd. ELCOSEZ, Aerodrome Post, Coimbatore - 641 014 CIN.NO:U45209TN2007PLC064060 Phone: 0422-2513604, Fax: 0422-2513609 E.mai: tpcl@tidelpark-coimbatore.com, Website: www.tidelpark-coimbatore.com</p>	
<p>TENDER SUBMITTED BY:</p>	
<p>Name of the Company</p>	
<p>Name of the Authorized Person</p>	
<p>Signature of the Authorized person</p>	
<p>Date</p>	
<p>Phone No.</p>	
<p align="center">MAY 2018</p>	

TIDEL PARK COIMBATORE LTD.
ELCOSEZ, AERODROME POST, COIMBATORE – 641 014

Tender Notice No. TPCL/O&M/2018/01

Volume – I

**TENDER FOR FAÇADE CLEANING AND MAINTENANCE OF FAÇADE ACCESS
EQUIPMENTS**
(CONDITIONS OF CONTRACT, PRE-QUALIFICATION CRITERIA AND SCOPE OF WORK)

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I-TENDER NOTICE

**Tender Notice has been released in dailies in The Hindu and Daily
Thanthi on 3.5.2018 and copy is reproduced below:**



TIDEL PARK COIMBATORE LTD. (TPCL)
 (A JV of TIDCO, ELCOT, TIDEL & STPI)
 CIN No.U45209TN2007PLC064060
 ELCOSEZ, Aerodrome Post, Coimbatore - 641 014.
 Ph: 0422-2513604, Fax: 0422-2513609
 Web:www.tidelpark-coimbatore.com / E-mail: tpcl@tidelpark-coimbatore.com

**TENDER FOR FAÇADE CLEANING AND
MAINTENANCE OF FAÇADE ACCESS EQUIPMENTS**
Tender No: TPCL/O&M/2018/01

TPCL invites Sealed Tenders for Façade Cleaning and Maintenance of Façade Access Equipments of IT Park. Please visit our website for Tender Document, terms and conditions, scope of work etc. The Sealed Tender should reach TPCL **before 3.00 p.m. on 24-05-2018**. TPCL reserves right to accept / reject any one / all tenders without assigning any reason thereof.

DIPR/1713/TENDER/2018 **COMMITTEE OF DIRECTORS (OPERATIONS)**

TIDEL Park Coimbatore Ltd. invites sealed Tender from experienced agencies for Façade Cleaning And Maintenance of Façade Access Equipments of IT Park for 3 years. Please visit our website for prequalification criteria, Terms of contract etc. Tender document can be purchased by payment of Rs.1,770/- from **03-05-2018 to 24-05-2018**. If the tender document is downloaded from the web site, Rs.1,770/- towards document fee should be paid along with EMD while submission of bids. Those who download the tender documents from website are advised to inform the same by e-mail to tpcl@tidelpark-coimbatore.com for record before submission.

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

The Committee of Directors (Operations)
TIDEL Park Coimbatore Ltd.
ELCOSEZ, Aerodrome Post
Coimbatore – 641 014
Tel: 0422-2513604 / Fax: 0422-2513609
Email: tpcl@tidelpark-coimbatore.com
Website: www.tidelpark-coimbatore.com

II – Contract Data

Tender No.	TPCL/O&M/2018/01
Name of the Work	Façade Cleaning and Maintenance of Façade Access Equipments of IT Park
Cost of Tender Document	Rs.1,770/- (Rupees One Thousand Seven Hundred and Seventy only) (Those who download the tender documents from website have to pay cost by Demand Draft in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalized or Scheduled Bank).
Earnest Money Deposit Amount	Rs.23,000/- (Rupees Twenty Three Thousand only) by Demand Draft drawn in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalized or Scheduled Bank.
Bank Guarantee	10% on the highest annual contract value valid upto the full contract period with additional irrevocable period of six months i.e for a total period of Three and Half Years.
Solvency certificate	Rs.5 Lakhs obtained not earlier than three months from the date of submission of tender.
Contract Period	3 Years from __._.2018 To __._.2021
Issue of Tender Document	Begins on 03-05-2018 & will close on 24-05-2018 (Issue / Sale during working hours on all working days except on Saturday/Sunday and Holiday).
Place of sale /issue of Tender document	TIDEL Park Coimbatore Ltd., ELCOSEZ, Civil Aerodrome Post, Coimbatore 641 014, TAMIL NADU. Tender document can also be downloaded from website: www.tidelpark-coimbatore.com
Date, Time & Venue of Pre-bid Meeting	16-05-2018 at 3.00 PM @ TIDEL Park Coimbatore Ltd., I Floor, ELCOSEZ, Coimbatore – 641 014.
Last date & time of Submission of Tender	24-05-2018 / 3.00 P.M.
Date & time of Opening of Tender (Technical Bid)	24-05-2018 / 4.00 P.M.
Tender Validity	90 Days from the date of opening of Price Bid.

Tender document can be downloaded from the web site viz; www.tidelpark-coimbatore.com. Those who download the tender documents from website should submit tender document along with tender document fee of Rs.1,770/- by Demand Draft in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore from any Nationalized or Scheduled Banks. Tenders without demand draft for Tender Document fee & EMD will be summarily rejected.

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

III. PRE QUALIFICATION CONDITIONS

TIDEL PARK COIMBATORE LTD. invites Tender for Façade Cleaning and Maintenance of Façade Access Equipments of IT Park and who meet the following pre-qualification criteria as on 31.03.2017.

Eligibility for Pre – Qualification

- a) Annual Turnover of minimum Rs.5 Lakhs (including the façade services turnover) of Firm/Company in any one of the last three Financial Years from 2015-16 to 2017-18.
- b) Bidder should have carried out similar job in multistoried building of minimum One (1) lakh Sq. Ft. (Ground plus 3 Floors) for a continuous period of one year in any one of the last three financial years. (2015-16 to 2017-18)
- c) Bidder should produce Bankers solvency certificate for Rs.5 Lakhs obtained not earlier than 3 months form the last date from the submission of the tender.

IV. GENERAL TERMS & CONDITIONS OF THE TENDER
FAÇADE CLEANING AND MAINTENANCE OF FAÇADE ACCESS EQUIPMENTS FOR
THREE YEARS

1. Tender Notice has been issued by TIDEL PARK COIMBATORE LTD. for inviting sealed Tenders from the eligible legal entities / firms / companies for Façade Cleaning And Maintenance of Façade Access Equipments of IT Park FOR THREE YEARS
2. Sealed Tenders should be addressed to The **Committee of Directors (Operations), TIDEL PARK COIMBATORE LTD.** ELCOSEZ, AERODROME POST, COIMBATORE – 641 014 and superscribing the name of the tender on the top left hand corner of the cover and sent so as to reach TPCL office at Coimbatore not later than **24.05.2018 at 3.00 P.M.**
3. The tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TPCL shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required in the tender documents.

Two Cover System:

4. The tender is of two bid system, pre-qualification cum technical bid and price bid. The tender document consisting of **Volume – I** pertaining to Pre-qualification cum technical bid containing Pre-Qualification, General terms & Conditions, Conditions of Contract, Special Conditions, Technical Specifications etc. and **Volume – II** pertaining to Price Bid containing Schedule of Quantities they shall be submitted **in duplicate**. The two volumes shall be submitted in a separate cover.
5. The two volumes with all enclosures shall be submitted in duplicate in separate envelopes duly sealed and superscribing the name of work and tender volume number. Copies of both the volumes of tender document shall be marked 'Original', and 'Duplicate'. Should there be any discrepancies in filling / write-up among the two copies of the tender documents, the copy marked 'Original' shall be given effect and the other one is subject to amendment as per 'Original'.
6. TIDEL Park Coimbatore Ltd will adopt a comprehensive methodology for evaluating the tenders received for the said works. The Tenderer who submits the lowest bid without any conditions and who confirms to the tender conditions in totality without any deviation and accepts to complete the said works will be given the highest preference, subject to there being no disproportionately low rates quoted by the lowest Tenderer for any of the items.
7. Where TIDEL Park Coimbatore Ltd. finds that the lowest Tenderer, inspite of being the lowest in the overall price bid, has quoted disproportionately low rates under any of the items listed above or otherwise, TIDEL Park Coimbatore Ltd. will reserve the right to discuss / negotiate with the lowest Tenderer towards rationalizing of the quoted rates for such items either in comparison with the estimated rates or with the rates of other Tenderers. Likewise, TIDEL Park Coimbatore Ltd reserves the right to discuss / negotiate with the lowest Tenderer towards achieving conformity with the tender conditions. The Tenderers. should note that TIDEL Park Coimbatore Ltd. reserves the right to reject any conditional tenders and the decision of TIDEL Park Coimbatore Ltd on such matters shall be final & binding on the Tenderers.

8. The tenderer shall inspect the site and obtain required details for proper execution of work successfully. The responsibility for obtaining all such data / details rests with the tenderer and no claim or extra rates at a later date will be entertained by Owner due to the failure of the tenderer to make sufficient investigation prior to tendering.

Pre Bid Meeting:

9. A Pre Bid Meeting will be held at TPCL at **16.05.2018 3.00 P.M.**
10. **The companies / contractors who have downloaded the document from the web site should pay document fee of Rs.1,770/- by DD in favour of TIDEL Park Coimbatore Ltd. payable at Coimbatore along with EMD while submission of bids. Those who download the tender documents from website are advised to inform the same by e-mail to tpcl@tidelpark-coimbatore.com for record before submission. Clarifications of the Pre-Bid Meeting shall be put up in the website. Bidders are required to enclose the duly signed minutes as part of the tender document.**

Tender Opening:

11. Volume – I of the tender pertaining to Pre-qualification cum Technical Bid will be opened on **24.05.2018** at **4.00 P.M.** at Office of the TIDEL PARK COIMBATORE LTD. ELCOSEZ, Aerodrome Post, Coimbatore – 641 014, by any Officer / Committee designated for this purpose by Committee of Directors (Operations) in the presence of the Owners representatives and the tenderers or their representatives. If the date of receipt and opening of tender is declared as holiday by Government due to unavoidable circumstances, immediate next working day will be the last date for the receipt of tender and opening of Volume-I (Technical Bid).
12. Volume II (Price Bid)- of tender of those tenderers who fulfill the PQ criteria only will be opened. Price Bid shall be opened separately on a date to be fixed by TPCL and intimated to all the eligible tenderers after preliminary scrutiny of Volume – I of the tender document and appraisal thereof. If required, the tenderers may be called for discussions before opening Volume– II of the tender. The Price Bids of the eligible tenderers will be evaluated and based on this, the tenders will be decided.
13. Tenders shall remain open for acceptance by TPCL for a period of three months from the date of opening of the tender Volume-II (price bid) which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this or extended period.
14. The tenderer must use only the prescribed forms issued by TIDEL PARK COIMBATORE LTD. to fill in the rates.

Conditional Tender not acceptable:

15. Receipt and opening of tender on the last date does not entitle bidders to pre qualify automatically and will be pre qualified only based on the evaluation of the technical details submitted by bidders with reference to pre qualification conditions.
16. If the tenderer desires to submit a covering letter with his tender, he may do so, but the covering letter shall not contain any reference to the amount of his tender or any financial aspect of tender. The covering letter shall be enclosed within the sealed cover containing Volume – I (Pre-qualification cum technical bid) of the tender.

Crossed Demand Draft for Earnest Money Deposit shall also be enclosed in the sealed cover containing Volume - I. All the documents connected with the offer shall be duly signed and seal be affixed by the tenderer. The tender shall be submitted to the **Committee of Directors (Operations), TIDEL PARK COIMBATORE LTD.** Coimbatore in a sealed cover with the name of work superscribed, by the due date and time at the address given in Clause-I.

17. TIDEL PARK COIMBATORE LTD. discourages stipulation of any conditions by the tenderers, as they are expected to accept the various provisions and conditions in the tender documents. Conditional tenders will not be accepted in any form.
18. If the sealed tenders are sent by post or courier service, the tenderers shall ensure that the tenders are posted or despatched sufficiently in time so that the tenders are received by TIDEL PARK COIMBATORE LTD. within the stipulated date and time. The cover shall be addressed to the **Committee of Directors (Operations), TIDEL Park Coimbatore Ltd**, ELCOSEZ, Aerodrome Post, Coimbatore – 641 014. TPCL will not be responsible for delay in post or courier. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office. TPCL shall not accept responsibility for late receipt of tenders sent by post or courier service.
 - a) The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned, TIDEL PARK COIMBATORE LTD. in its discretion may consider the tender invalid.
 - b) Rates should be quoted both in figures and words in columns specified. In case of discrepancy between the rates quoted in figures and words, the rates quoted in words shall prevail for the correct amount. All erasures and alterations made while filling the tender must be attested by initials of the tenderer and seal affixed. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender invalid and it will be the option of TIDEL PARK COIMBATORE LTD. to accept or reject the tender. No unsolicited advice of any change in rate or conditions after the opening of the tender will be entertained.
 - c) Each page of the tender document should be signed by the person or persons under the stamp & seal while submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions, etc., as laid down. Tender documents not so signed will be rejected. Any additions / deletions / corrections / omissions / modifications/clarifications in the tender document will be intimated to the tenderer at the time of pre-bid meeting which will also form part of the tender document.
 - d) TPCL reserves the right to reject the unsigned document or may opt to seek additional information/signed copy for the document.
 - e) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract.
19. TIDEL PARK COIMBATORE LTD. has the right to reject any tender that does not comply with the above procedure and stipulations.

TPCL Reserves the right

20. TIDEL PARK COIMBATORE LTD. does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
21. TIDEL PARK COIMBATORE LTD. reserve the right to increase or decrease the scope of work and may split the scope of work and award the works to one or more agencies and as deemed necessary by TIDEL PARK COIMBATORE LTD. decision of TIDEL PARK COIMBATORE LTD. is final and binding.
22. Intending tenderers shall pay as earnest money a sum of **Rs.23,000/- (Rupees Twenty Three Thousand only)** by a crossed demand draft drawn on a Nationalized/Scheduled Bank in favour of TIDEL PARK COIMBATORE LTD payable at Coimbatore. A tender which is not accompanied by such a demand draft will not be considered and deemed to be rejected. The earnest money will be returned to the unsuccessful tenderer without any interest, after finalization of contract with the successful tenderer,

The EMD will be forfeited if the bidder;

- (i) Fails or refuses to execute the agreed contract/agreement within 10 days from the date of LOA.
 - (ii) Seeks for modification to the agreed terms and condition in the tender after submission of bid
 - (iii) Withdraws within validity period
 - (iv) Tries to influence in bid evaluation or false information provided for prequalification
 - (v) Undue delay in submission of performance guarantee
23. Under no circumstances, EMD (Earnest Money Deposit) will be accepted in the form of fixed deposit receipts or Bank Guarantee or cheque.
 24. The Earnest Money Deposit of the successful tenderer shall be returned without any interest by TIDEL PARK COIMBATORE LTD. Coimbatore on furnishing a performance bond in the form of Bank Guarantee in approved format enclosed for an amount of 10% of the highest annual contract value. The Bank Guarantee shall be valid up to the full contract period with additional revocable period of six months (ie.42 Months validity) from the date of completion of the job and due fulfillment of the contract.
 25. On receipt of Letter of Award (LOA) from TIDEL PARK COIMBATORE LTD., the successful tenderer shall be bound to implement the contract with TPCL and sign an agreement in accordance with the draft agreement, within 10 days from the date of LOA, and the Schedule of Conditions but the written acceptance in the form of Letter of Intent by TIDEL PARK COIMBATORE LTD. will constitute a binding contract between TIDEL PARK COIMBATORE LTD. and the person/agency submitting the tender.
 26. Any compensation or other sums of money payable by the Contractor to TPCL under the terms of this Contract may be adjusted/deducted either from payment of amount due or by call of performance guarantee if the amount due is not sufficient for such adjustment and the contractor fails to make good in cash the amount within 10 days of intimation to do so by TPCL.

27. The Contractor shall not assign the Contract to any Sub-Contractor. No portion of the Contract shall be given on subcontract except with the written consent of TPCL. In case of breach of these conditions, TPCL may serve a Notice in writing to the Contractor / rescinding the Contract whereupon the Performance Bond shall stand forfeited to TPCL, without prejudice to his other remedies/rights against the Contractor.
28. A Schedule of Quantities in respect of each Bill of work is covered in Volume – II. The Schedule of Quantities is liable to alterations, omissions, deductions or additions in the scope of work and items of work at the discretion of by TPCL. Each tender should contain not only the rates but also the value of each item of work entered in the amount column and all the items should be totaled in order to show the aggregate value of the entire tender. The value of each item worked out shall be rounded off to a nearest rupee ignoring paise below fifty.
29. **Performance Guarantee:** Successful Tenderer on receipt of LOA should pay to TPCL 10% of the highest annual contract value as performance security in the form of Bank Guarantee issued by a Nationalized Bank within 7 days from the receipt of LOA in approved format enclosed in the Annexure. The Bank Guarantee shall be **valid upto the full contract period with additional irrevocable period of six months** from the date of completion of the job and due fulfillment of the contract, i.e for a total period of Three and Half years.
30. The amount covered by performance bond/bank guarantee of the successful tenderer will be forfeited if the agency fails to comply with any of the conditions of the contract. This performance guarantee will be returned back to the successful tenderer after completion of contract period of 3 years, without any interest. Whenever the validity of Bank Guarantee is required to be extended, the contractor should complete this activity within 10 days of receipt of such request from Owner.
31. The Successful Tenderer/Contractor shall mobilize all men, materials, equipments and consumables required to adhere to the time schedule of various activities within 10 days from the date of LOA and also sign the agreement in the prescribed format after producing performance bank guarantee.

Tender Preparation Cost:

32. 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 Cleaning and Maintenance Contract already signed by Owner with the existing contractor, nature of plant and machinery as well as services being installed and the availability of 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 the Owner as a basis for any claim for compensation.

33. Taxes and Duties:

Taxes are exempted since the project is in SEZ (Special Economic Zone)

However, the statutory payment for taxes and levies such as Income Tax (TDS), surcharges, other taxes, if any, etc., will be deducted from bills at applicable rates prevailing from time to time.

Variation in rates & taxes:

34. The rates quoted in the tender shall include all charges for completion of job during the Contract period. The rate includes TN Government minimum wages, statutory benefits i.e ESI, PF, bonus, Holiday, EL Wages, Safety appliance.
35. The quoted price should be inclusive of GST but the same is exempted since the project is in SEZ (Special Economic Zone). The total rate quoted for three years of services will be considered for the purpose of deciding the competitive tender.
36. While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation there for shall be considered for any reason whatsoever.
37. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Façade Cleaning and Maintenance of Façade Access Equipments of TIDEL Park Building & Facilities, to be paid for according to the actual services performed and works done at the rates contained in the Schedule of Quantities or as provided in the said Conditions.
38. The successful tenderer is bound to carry out any related and connected work necessary for proper performance of the job even though such work(s) is or are not specifically mentioned or included in the item of work. No claim in this respect shall be entertained unless considered beyond the scope of the agreement by the TPCL whose decision is final & binding on the Contractor.
39. 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 TPCL and no deviation on any account will be permitted.
40. Supply of water and electricity required for performance of Façade Cleaning and Maintenance of Façade Access Equipments shall be made available free of charge by TPCL. However the successful tenderer shall bear all costs of extending supplies from the source of maintenance purposes to place of work, maintaining the supplies, etc as required within the quoted rates.
41. While making the tender, the tenderer should keep his rates firm till the completion of the job/end of the contract period and no price variation shall be considered for any reason whatsoever, except variation caused due to statutory changes such as minimum wages act etc., resulting in more than 15% variation on minimum wages against proof of such payment, provided the quoted price is specifically provided with the details of amounts considered at the prevailing rates and conditions, while tendering the quote.

42. The Contractor shall strictly comply with the provision of safety code and safety manual annexed hereto. The Contractor shall keep the Owner fully indemnified against any claims or liabilities arising out of Contractor's lapse in safety practices.
43. The amount covered by Performance Bond Bank Guarantee of the successful tenderer will be forfeited if the Contractor fails to comply with any of the condition of the Contract.
44. The successful tenderer/Contractor shall mobilize all men / women required for timely performance of the cleaning services involving various activities within 15 days from the date of LOA.

**VIII. CONDITIONS OF CONTRACT
(DEFINITIONS AND INTERPRETATIONS)**

1. Interpretation clause

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

- a) "Owner"
LTD., : shall mean TIDEL PARK COIMBATORE
COIMBATORE and shall include its assigns
and successors.

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

- In the case of : mean Mr..... trading
In individual / proprietor the name and style of
.....
having place of Business at
..... and shall
include his heirs, successors and legal
representatives.

- In the case of : 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.

2. Definitions

- i) The contract document consists of the Articles of Agreement, General Instructions and Notice Inviting Tender, Conditions of the Contract, Special Conditions, Scope of work and Schedule of quantities, Tender Form & Tender documents including all modifications thereof incorporated in the document before the execution. These form the contract.

The Owner : TIDEL PARK COIMBATORE LTD., COIMBATORE

The Contractor : M/s. _____

- ii) 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.
- iii) "The Site" shall mean the site of the contract work / job including any building and erections thereon; any other land allotted by TPCL for the contractor use and any other nearby land that TPCL may include for beneficial use by Occupants of TIDEL PARK COIMBATORE LTD.
- iv) "Contractor" shall mean the specialist agencies whom TPCL has selected and appointed for the specified works, who execute their respective works for TPCL as a Contractor with TPCL. 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.
- v) 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. Anyone doing work on a piece rate basis shall be deemed a Sub-Contractor. The Term "Sub-Contractor" shall also include such specialist agencies selected by the Owner in future and nominated to the Contractor as Sub-Contractor under an overall and single point responsibility assigned to the contractor to get the contract successfully completed.
- vi) Written notice shall be deemed to have been duly served if delivered in person or by Speed / Registered Post or by Courier at the following Address:
 - (1) **In case of Proprietor:** At the place of Business
 - (2) **In case of Partnership:** At the place of Business or any member of the firm
 - (3) **In case of Company:** at the Registered Office Address or Corporate Office or Head Office

(or)
Last business Address known to the person who gives Notice
- vii) The term "Work" of the Contractor includes labour or material or both and other applicable items.
- viii) All time limits stated in the contract document are of the essence of the contract.
- ix) The law of the place of work shall govern the job under this contract.

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

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

3. Solvency Certificate:

The Tenderer shall produce Banker's Solvency Certificate of value Rs.5,00,000/- (Rupees Five Lakhs only) obtained not earlier than three months from the last date i.e 3.2.2018 of Submission of Tender.

4. Contract Document

The following documents shall constitute the contract document:

- I. Tender Notice
- II. General Terms & Condition of the Contract / Tender
- III. Conditions of Contract.
- IV. Special Conditions
- V. Scope of work
- VI. Schedule of Quantities
- VII. Various Formats as referred under this Contract.
- VIII. Letters and documents including the covering letter of the tenderer, minutes of meeting, if any, post tender and the letter of Award by the Owner.

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

The Contract Document shall remain in the custody of the Owner, so as to be available at all reasonable times for the inspection of the Contractor.

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

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

5. Type of Contract

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Façade Cleaning and Maintenance of Façade Access Equipments of TIDEL Park Building and its Facilities, to be paid for according to the actual services performed and works done at the lumpsum rates contained in the Schedule of Quantities or as provided in the said Conditions.

6. Schedule of Quantities

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

7. Contract Sum/ Contract Price

The Contract sum or Contract price shall be the total amount quoted by the successful tenderer and accepted value of the work as mentioned in the letter of acceptance of TPCL.

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

8. Contract Bills

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

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

9. Scope, Extent and Intent

9.1 Scope:

The building is G+4 storied structure having the following features:

	Sq.m.
Structural Glazing with Double / Single Glass	7,195
Spider Glazing with fin assembly and support system	190
Aluminium composite panels	10,190
Glass canopy with articulated bolts	120
Granite Cladding on the External Surface	1,215
Aluminium Louvers on the Structural Glazing	810
Total Area approximately	19,720

Structural Glazing, Aluminum Composite Panel, Granite, Louvers & Canopy areas are to be cleaned with suitable cleaning materials like TASKI product, which do not have any adverse effect on the façade. Offers are required for four successive cleaning (quarterly basis) and is subject to satisfactory performance of previous round of cleaned. The present scope is for four round of cleaning per year.

The Facade Cleaning System works are to be carried out and maintained on a round the clock, full time basis for the specified period to a high international standard. The details about the scope of work are more fully described elsewhere in this document, but, in brief, the Owner expects the Contractor to take a single point and full responsibility of Façade Cleaning and Maintenance of Façade Access Equipments of IT Park covered by this contract. The Owner's objective is that Contractor does not perceive this as a short term or a one-time contract but as an exercise in Asset value maximization and Asset Life Prolongation.

TPCL requires a single point responsibility for the Contractor in controlling and managing in respect of the works / system covered by this contract during the entire contract period. TPCL is looking for imposing / charging Liquidated Damages on the Contract in terms of one day's O&M charges in case of failure of any utility / service for each occurrence, for each day of delay as agreed by the Contractor herein.

The bidders are expected to price the attached bills of quantities with workable and sustainable rates, which shall remain firm for the full duration of the contract. No price change will be admitted due to a lack of understanding of the contractual conditions or inadequate study of the present conditions of contract or improper understanding of the level of plant and machinery installed in the building complex or improper assessment of manpower, spares, equipment, supervision or any other reasons whatsoever.

The bills of quantities are divided into several sections. The rates quoted for each section shall be self sustainable and correct reflective of the Scope envisaged. The Owner reserves the right to add or delete from the Scope of work, items as he may deem fit. The successful bidder cannot make any claim on account of such changes. The work is for Façade Cleaning and Maintenance of Façade Access Equipments under single point responsibility and shall be with modern systems and services of International Quality, integrating all functions necessary to support the daily operations to high-tech operations and maintenance smoothly, deploying competent, trained and experienced work force under a well structured system and using modern management techniques including hardware and software support. Maintenance of equipment and building shall be ensured as 'Life Time Care' with planned preventive maintenance schedule, procedures, self-audit and continuous improvement, precisely determining most appropriate type and level of services. Also provide adequately for transport, insurance, uniforms etc. for all O & M staff.

9.2 Cleaning Cycle:

Cleaning Cycle - 3 Months once average i.e 4 cleaning per year, The contract is required to complete one round of cleaning within maximum period of 20 days effective from 10 days from the date of issue of LOA by TPCL.

Offers are required to be made as lumpsum for four cycle of cleaning per year for a total period of three years including costs of all manpower, equipment & consumable materials as per enclosed schedule of rates (Part-II). In addition, any cleaning is required on a priority basis to meet the special requirement, which shall be carried out within the Quoted rate.

Schedule for Cleaning Cycle

Cleaning Cycle	Cleaning commencement date	Time frame
1 st Cycle	10 days from the date of issue of LOA	Each cycle of cleaning to be completed within maximum period of 20 days time effective from commencement date
2 nd Cycle	Jun 2018	
3 rd Cycle	Sep 2018	
4 th Cycle	Dec 2018	
5 th Cycle	Mar 2019	
6 th Cycle	Jun 2019	
7 th Cycle	Sep 2019	
8 th Cycle	Dec 2019	
9 th Cycle	Mar 2020	
10 th Cycle	Jun 2020	
11 th Cycle	Sep 2020	
12 th Cycle	Dec 2020	

Note: TPCL has the right to revise the cleaning schedule to accommodate changes in conditions affecting the work. Bidder shall adjust its operation / maintenance to conform to all such cleaning schedule changes and agrees to make no claim for acceleration or delay.

10. Extent:

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

11. Intent:

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

12. Place of Work

Visit: Before tendering, the Contractor shall have visited and examined the place of work and satisfied and understood himself as to the correct requirement of the work / job and the facilities for obtaining any special articles called for in the tender / Contract Document and shall have obtained generally his own information on all matters affecting performance of the job. No extra charge / claims made in consequence of any misunderstanding or incorrect information on any of these points will be allowed nor entertained. Should the Contractor after visiting the place of work, find any discrepancies, omissions, ambiguities or conflicts in or among the tender / Contract Document, or be in doubt as to their meaning, he shall bring the questions to the Owner's attention, not later than 5 (five) working days before the date of the Pre-bid Meeting.

13. Possession:

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

Electricity and water used for the Contract Façade Cleaning and Maintenance of Façade Access Equipments will be given free of cost. TPCL will make available open space in adjoining premises for storage / workshop facilities if need be, on a case to case basis.

14. Access for Owner to the Works:

The Owner and his authorised representatives shall at all reasonable times have access to the Works and to the workshops or other places of the Contractor where work is being prepared for the Contract.

15. Owner's Representative:

Owner's Representative shall mean the person authorised by the Owner and acting under the orders of the Owner to inspect the works, the successful bidder shall afford the Owner's Representative every facility and assistance for inspecting and checking the works and materials.

The Contract will be administered by the Representative of TPCL. He will be the final authority in all matters concerning the administration of the Contract and his decision will be final and binding on all parties.

16. Arrangement of Execution of Work

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

17. 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) TPCL desires that un-necessary waste of energy shall be avoided. Electrical hand tools like drilling machine will be of 230 volts AC type. All electricians should have wiremen's license. Welding mechanics and electricians should wear rubber gloves and protective goggles.
- iii) All staff working at heights shall use safety belts, helmets and standard platforms with 42" height railing. All the staff working shall as far as possible wear shoes. Only Standard ladders should be used.
- iv) Inflammable/explosive materials like Petrol, diesel, Kerosene, Wax, etc will not be allowed to be stored at site stores. Crackers/Explosives will not be allowed inside the premises at any cost.

- v) Personal protective equipment like Gloves, Safety Belt, Safety Helmet, shoes etc. should be used and available in Contractor's stores.
- vi) If correct manual handling is not used, it can result in injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling. All scaffolding will be of steel and double stage.
- vii) Contractor to ensure that all equipment/tools brought on to the premises have recently been checked and are in good condition and that all personnel using the equipment and tools have been trained in their safe use. Contractor to ensure that whilst on site premises, he will comply with all health and safety rules as required by TPCL.

18. Hand book on health and safety at work

The CONTRACTORS to do work in the project shall follow the guidelines given in the handbook on health and safety at work appended herewith for execution.

19. Payment to local bodies/Authorities

All payments to local bodies/authorities towards ESI, PF, Insurance etc. and for adhering to Contract Labour Laws shall be borne by the CONTRACTOR within his quoted rates. The respective existing contractor will be paying the above payments up to their contract period. Beyond these periods, the new CONTRACTOR is responsible for the above statutory payments for the entire contract period. Certificate of self declaration of compliance of Statutory Terms like PF, ESI, GST along with Labour Laws along with Form 36B and ECR and Proof of Payments to be attached in the bills submitted by the contractor.

20. Statutory obligations, notices, fees and charges

The CONTRACTOR shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act or Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected.

CONTRACTOR shall pay and indemnify TPCL against liability in respect of any fees or charges, legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the work.

21. Royalties and patent rights

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

22. Licenses and Permits for Materials under Government control

Licenses and Permits for all materials under Government control shall be obtained by CONTRACTOR through/ with the intimation of the Owner, the CONTRACTOR shall include in his tender all transport charges and other expenses likely to be incurred to bring the materials to the Site.

23. Assignment or giving on sub-contract

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

24. Variations

The term "Variation" as used in these conditions shall mean any additional services not within the scope of service required to be performed during the currency of the contract.

The Owner may issue instructions requiring a variation and sanction in writing any variation made by the CONTRACTOR. No such variation required by the Owner or subsequently sanctioned by him shall in any way vitiate this contract.

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

25. Fluctuations

The CONTRACTOR shall not claim any extras for fluctuation of price and the Contract Price shall not be subject to any rise or fall of prices and shall be firm throughout the tenure of the contract, except the variation as provided, if any, the "variation in rates and taxes".

26. Materials and Workmanship

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

27. Inspection

All materials and workmanship shall be subject to inspection, examination, and test by the Owner at any and all times during the period of contract. The Owner shall have the right to reject defective material and workmanship or require its correction. Rejected material and workmanship shall be satisfactorily replaced with proper material & services without additional charge there for and the CONTRACTOR shall promptly segregate and remove the rejected material from the site. If the CONTRACTOR fails to proceed at once with the replacement of rejected materials and / or the correction of defective workmanship, the Owner may by contract or otherwise replace such materials and/or correct such workmanship and charge the cost thereof to the CONTRACTOR, or may terminate after giving reasonable notice to the CONTRACTOR to proceed further with the work.

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 the Owner.

28. Deficient Services and Rejection

- i) CONTRACTOR shall, if required by Owner, search for the cause of any malfunction, defect or deficiency in the services and, if the same shall be found to be within the scope of CONTRACTOR's remedial responsibility as aforesaid, the cost of the services carried out by CONTRACTOR in searching shall be borne by CONTRACTOR.
- ii) CONTRACTOR's failure to perform any of his obligations under this contract documents shall (without prejudice to any other rights which Owner shall have in the matter) result in Owner making demand under the Performance Bank Guarantee and / or any monies in its possession.
- iii) Adequate precautions shall be needed by the Contractor so that damage to other works like breaking of Glass, Air Conditioner outdoor units and pipes, LED panels, Signage, Domestic/Rain Water pipes, FPS pipes etc and other property of TPCL are not damaged. In case of any damage to TPCL's property/premises for which contractor is accountable, the contractor shall also take full responsibility and compensate TPCL for any loss/damage/break-down caused to the installations due to negligence of his workers.
- iv) In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequent police investigation report shall be submitted to TPCL for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

29. Liquidated Damages (not as penalty) for non-performance

- a. The time period allowed for carrying out the work as per cleaning schedule in the contract shall be strictly observed. The work shall continue throughout the stipulated period of contract to be proceed with due diligence by the contractor (time will be the essence of the contract). If contractor fails to carry out the services in strict conformity with the approved and accepted schedule, then unless such failure is due to Force Majeure, the contractor shall pay to Owner as liquidated damages (not as penalty) an amount equal to 0.5% of the total contract value for every week that the work remain incomplete as per cleaning schedule plus the expenses and charges incurred by the owner in rectifying and performing the defaulted service, whether by its own mean or by third parties. The contractor agrees that the amount prescribed is a genuine pre-estimate of losses that will be suffered by the owner.
- b. For delay and / or unsatisfactory performance of the services, covered under this Contract, TPCL has the right to claim and charge liquidated damages (not as penalty) to contractor for its failure in the mobilization or performance of the services as above.
- c. Owner shall at the beginning of every month assess the work performance of Contractor during the previous month. For any shortfalls observed in the work performance due to any reasons whatsoever, Owner shall evaluate the Man power, equipment, tools and vehicles that would have been required to accomplish the work performance and calculate the deduction amount in terms of Man power, Equipment, Tools and Vehicles mobilisation. In any case

the minimum amount to be deducted will not be less than 0.25% of the total contract value.

- c. Normally services will have to be completed by CONTRACTOR as per the work completion programme notified by TPCL's representative. CONTRACTOR shall attend any urgent services immediately. In case of failure to attend to such services within an agreed time limit, then TPCL's Representative shall have the right to deduct for the damages at an amount equal to 0.25% of the contract value of the particular package until rectification and restoration of service plus the cost of the job to be completed by TPCL through a third party. CONTRACTOR shall be informed of the damages and the action taken accordingly. The damages claimed by TPCL are not subject to negotiation by CONTRACTOR.
- d. TPCL's representative reserves the right to execute such delayed services through third parties and deduct from CONTRACTOR the cost of these services together with 10% of this cost for the damages, without any consent of CONTRACTOR, who shall be notified in writing of the measures taken in every case, after giving due notice and Contractor continues to fail to carryout rectifications/execution of services.
- e. TPCL shall have the right without prejudice to any other method of recovery to deduct the amount of such damages from any monies due or which may become due to CONTRACTOR. All liquidated damages (not as penalty) clauses shall have no upper limit of deductions for damages.
- f. Payment or deduction of such damages shall not relieve the CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this Contract. The period of failure to carry out and all matters of delay, unsatisfactory performance of the services mentioned in several clauses above shall be as determined and judged by TPCL whose decision shall be final and binding on the CONTRACTOR.

30. Contract sum:

In consideration of performing the services in full conformity with the contract, Owner shall pay to the contractor the contract sum as specified in the bill of in the manner set forth in sub articles below in full and final remuneration.

31. Payment:

Payment for Façade Cleaning and Maintenance of Façade Access Equipments will be made to the contractor after checking and certification by TPCL upon completion of each cycle of cleaning within 14 days from the date of submission of Invoice completed in all respects subject to fulfilling other terms and conditions of TPCL.

32. Invoicing:

The contractor shall submit to the TPCL detailed invoices in respect of the services performed at the end of each month in arrears. The invoice shall be submitted in one (1) original, clearly stamped "Original" and another one copy as duplicate. The Invoices shall be

- (i) To bear reference to this agreement
- (ii) Certificate of compliance as per Para 19 of condition of contract(Payment to Local Bodies / Authorities)

Bills with all necessary supporting documents should be submitted within 10 days after completion of the month.

- i) To be supported by all documentation with proof of statutory payment details (PF, ESI, Insurance, Payment of Wages, Manpower deployment, etc) to enable TPCL to review and accept. The contractor shall maintain and submit wage records, work commencement / completion certificate, etc for bill clearance. The Contractor should submit attendance / salary disbursement register for the workmen engaged by the 25th day of the subsequent month. The Contractor shall, whenever required by TPCL any governmental authority authorized under the statutes, produce for inspection all forms, registers and other documents, required to be maintained under various statutes.”
- ii) Clearly state the reason for which the payments are required. Payment shall be made to the Contractor at monthly intervals. Upon receipt of each Invoice, with all relevant enclosures complete in all respect in accordance with Tender Terms. TPCL shall approve the said Invoice and the payment shall be made to the Contractor within fourteen (14) days from the receipt of correct invoice by the TPCL subject to the bills being in the complete shape and in the accepted format. Without waiver or limitation of any of its rights under this contract or law, the Owner shall be entitled to deduct from any monies payable to the Contractor under the contract and all amounts due from the Contractor to TPCL. However, all payments under the contract shall be made only after the receipt of the performance bank guarantee required under this contract.
- iii) Daily equipment usage list should be submitted along with the invoice.
- iv) Performance report from the clients should be produced along with the invoice.

33. Insurance:

- i) The CONTRACTOR shall keep TPCL, its servants or agents indemnified against claims, actions or proceedings brought or instituted against TPCL, its servants or agents by any of his employees or any other third party employed by the Contractor in connection with relating to, or arising out of the performance of the services under the Contract.
- ii) CONTRACTOR shall indemnify TPCL against any liability for any accident, death or injury to Owner's servants or agents or against any loss of or damage to any property belonging to Owner, its servants or agents which shall arise out of the performance of the services under this Agreement and against all costs, claims, demands and damages involved therewith.
- iii) Without limitation to CONTRACTOR's obligations and responsibilities during the whole period of the Contract, from commencement until the issue of the Completion Certificate, CONTRACTOR shall obtain and maintain in respect of employees not covered by ESI, in the joint names of Owner and CONTRACTOR Workmen's Compensation Employer's Liability Insurance (with a limit of liability of not less than Rs.2.00 (Two) lakhs per occurrence), a Motor Vehicle Third Party and Passenger Liability Insurance which shall provide an unlimited indemnity for death of or injury to persons and the equivalent of not less than Rs. 5 (five) lakhs for loss of or damage to property, and an insurance for its plant, equipment and property whether owned, hired, or leased to their full value against all loss of or damage from whatever cause arising and shall cause the Insurers or Underwriters thereof to waive rights of subrogation against Owner, its subsidiaries and all other Companies in Owner's group.
- iv) CONTRACTOR has to ensure safety of all personnel employed by his. Requisite accident/insurance coverage of each person is to be provided. TPCL shall have no liability towards any accident/incident.
- v) CONTRACTOR shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter – FORMAT 'J' regarding the required Insurance Policies to be put in place by CONTRACTOR. Owner reserves the right to examine the policy wording and require submittal of evidence that the Policy Premium has been paid to the Insurers, and that it shall remain in force, throughout the duration of the Contract.
- vi) All deductions or liabilities in excess of the indemnities provided under the insurance arranged by CONTRACTOR / Sub-contractor and / or Owner shall be for the account of and paid by CONTRACTOR and his Sub-contractors.
- vii) Owner 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 him.
- viii) In the case of Owners own insurance cover of their assets including installation of equipment and movable & immovable fixtures thereto, the CONTRACTOR / or Sub-contractors shall notify Insurers and Owner within fifteen (15) days of any occurrence likely to give rise to a claim under Owner's

insurance and shall handle all claims negotiations and submit relevant supporting documents to the Insurers directly in co-ordination with Owner and for final settlement to be effected to Owner's account. Subsequently CONTRACTOR and / or Sub-contractors shall be reimbursed by Owner for the claim amount due, as the case shall be.

34. Bankruptcy of CONTRACTOR:

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

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

35. Determination by the Owner

Default:

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

If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or If he fails to proceed regularly and diligently with the works, or If he refuses or persistently neglects to comply with a written notice from the Owner requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, or If he fails to comply with the provision of clause 28.

Then the Owner 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 the Owner without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the CONTRACTOR under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

36. Labour

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

The labour (supervisor, technicians and workers – full time and part time) indicated in the bill of quantities is an essential term of contract. TPCL shall be entitled at all times to inspect or calculate the actual manpower deployed in TPCL. If during such inspection or calculation, TPCL discovers that the agreed minimum manpower has not been deployed, then the Owner shall be entitled to deduct proportionate amount from the lumpsum quoted for the deployment of the manpower. This right of the Owner shall be without prejudice to any other right of the Owner available under this Contract on such matters.

37. Protection of trees and shrubs

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

38. Guarantee

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

39. Antiquities

All fossils and other objects of interest or value, which may be found at the site or in excavating the same during the progress of the work, shall become the property of the Owner. The CONTRACTOR shall carefully take out and preserve all such objects and shall immediately or as soon as convenient may be after the discovery of such articles deliver the same into the possession of the Owner un-cleaned and as excavated.

40. Disputes:

“Arbitration”

On any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof, the parties shall first endeavour to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not earlier than 3 months give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The dispute or difference shall be referred to the Sole Arbitration of the Chairman of TPCL or his nominee including any officer of TPCL nominated by him and

the contractor shall not raise an objection to such Arbitration on the ground that the Arbitrator is an officer of TPCL and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this Agreement”.

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

41. Protection and cleaning

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

42. Cleaning Materials

Chemicals/Consumables brand shall be of Divercy India Limited/Bayer India Ltd., (formerly Hindustan Unilever)

43. Furnish separately the manpower proposed to be deployed for period wise as per cleaning cycle proposed and covering the external façade.

44. Methodology for cleaning and cleaning agent and consumables compactable with external facade finishes on the glass, ACP and other materials details shall be provided before commencement of work.

45. TPCL will not provide any man power or cleaning chemicals or cleaning equipments for cleaning work and any other related work to cleaning Facade

46. All rules and regulations of Labour Department, Contract Labour Laws, Provident Fund and ESI and connected laws are to be complied with by the contractor within the quoted rates.

47. Withdrawal of Contract Services in between the Contract Period

If the CONTRACTOR withdraws O&M of Façade Cleaning System provided to the owner before the completion of three years period, CONTRACTOR has to issue 3 month notice, terminate the contract and has to pay two months labour bill as penalty. Performance Bank Guarantee given by the CONTRACTOR will be revoked by TPCL.

Place:

Date:

Signature of the Tenderer / Contractor With seal

FORMATS

TENDER FOR FAÇADE CLEANING AND MAINTENANCE OF FAÇADE ACCESS EQUIPMENTS

1.0 Tender Information / Enclosures

1. Format – A : Tender Submission
2. Format – B : Articles of Agreement
3. Format – C : Bank Guarantee
4. Format – D : Information about the Bidder
5. Format – E : Personnel
6. Format – F : Experience of completed Façade Cleaning Work
7. Format – G : Experience of Ongoing Works
8. Format – H : Details of Infrastructure & Facilities available for Performing Work/Services
9. Format – I : Certificates

FORMAT – A**IV. TENDER FORM**

To
The Committee of Directors (Operations)
M/s. TIDEL Park Coimbatore Ltd.
ELCOSEZ
Aerodrome Post
Coimbatore - 641 014

Dear Sir,

Sub: Tender for Façade Cleaning and Maintenance of Façade Access Equipments – Reg.

Ref: Tender Notice issued in Newspapers on **03.05.2018** & also in Website: www.tidelpark-coimbatore.com

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**FAÇADE CLEANING AND MAINTENANCE OF FAÇADE ACCESS EQUIPMENTS**

TIDEL Park Coimbatore Ltd., a state-of-the-art Multistoreyed Building with built up area of 1.7 Million Sq.ft. located in Vilankurichi Village, ELCOT IT-SEZ at Coimbatore, provides quality business space for 12,000 IT Professionals. The building consists of various Electrical, Mechanical and Communicaiton facilities. Sealed Tenders are invited for the following works from reputed contractors who meet the eligibility criteria as detailed below:

A copy of the tender notice is enclosed. I / We M/s \_\_\_\_\_  
\_\_\_\_\_ have submitted a tender for **Façade Cleaning and Maintenance of Façade Access Equipments.**

1. Having examined the scope of work, schedule of quantities etc., relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the job specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/we hereby offer to undertake the job specified in the said memorandum for the duration specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance, in all respects with the specifications, scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, O&M activities of Various works, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable
2. Scope of work and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Scope of Work, O&M activities of various works, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable



Format - A

**MEMORANDUM**

- 1) a ) Outline description of works: **Façade Cleaning and Maintenance of Façade Access Equipments**
- b) Bidder / Contractor will be solely responsible for effective O&M of Façade Cleaning System
- c) Earnest money Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) by Crossed Demand Draft in favour of TIDEL PARK COIMBATORE LTD., payable at Coimbatore from any Nationalized or Scheduled Bank.
- d) Period of Contract Contract period commences from \_\_.2018 and period of contract shall be for three years upto \_\_.2021, based on issue of Letter of Award/signing of agreement.
- 2) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to **TIDEL PARK COIMBATORE LTD., Coimbatore** the amount mentioned in the said contract.
- 3) I/We have deposited a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as earnest money with TIDEL PARK COIMBATORE LTD., which amount shall not bear any interest. Should I/we fail to execute the contract when called upon to do so, immediately after the issue of Letter of award by TIDEL PARK COIMBATORE LTD., I/we do hereby agree that this sum shall be forfeited by me/us to TIDEL PARK COIMBATORE LTD., Coimbatore.
- 4) All schedules necessary in connection with the job are enclosed as required.
- 5) Our bankers are:
- i)
- ii)

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

- i)
- ii)

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

**or**

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

Yours faithfully,

Signature of Tenderer  
along with Seal of the Tenderer

**WITNESSES**

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

**Format - B**

**ARTICLES OF AGREEMENT**

(FORMAT)

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

ARTICLES OF AGREEMENT made on this ..... day of ..... 2017 between TIDEL PARK COIMBATORE LTD. having its registered office at First floor, No-4, Rajiv Gandhi Salai, Taramani, Chennai-600 113 (Hereinafter called "the Owner") of the one part and ..... of the other part whose registered office is situated at .....(Hereinafter called "The Contractor")

WHEREAS the Owner is desirous of availing the services of Façade Cleaning and Maintenance of Façade Access Equipments for IT Park in ELCOSEZ, Coimbatore and its services and facilities at Coimbatore (hereinafter called "the Work") and has caused documents and Schedule of Quantities showing and describing the work to be done.

AND WHEREAS the Contractor has represented that the Contractor is sufficiently equipped to carry out and posses extensive experience in the field of Façade Cleaning and Maintenance of Façade Access Equipments in accordance with the terms and conditions prescribed in this regard.

AND WHEREAS the said documents numbered as per list attached to the tender document covering conditions, the specifications and the Schedule of Quantities initiated by TIDEL PARK COIMBATORE LTD. have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has furnished Bank Guarantee for a sum of Rs..... (Rupees .....) as Performance Bond, valid for entire contract period with additional irrevocable period of six months from the date of commencement for due performance of this agreement.

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 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 annexed carry out and complete the job shown upon the Contract Document and described by or referred to in the Contract Bills and in the said Conditions.

2. The Owner will pay the Contractor the said contract amount of Rs. .... (Rupees..... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The 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 in respect of O&M of Façade Cleaning System for the above mentioned works / systems at TIDEL PARK COIMBATORE LTD. and its services & Facilities to be paid for according to actual services performed and works done at the lumpsum rates contained in the Schedule of Quantities or as provided in the said Conditions.
6. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the provision of Façade Cleaning and Maintenance of Façade Access Equipments of IT Park in the manner laid down in the said Conditions till the completion of the contract.
7. The Owner reserves to itself the right of altering the Documents and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. There shall be changes ordered by 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.
8. Timely performance of the contract obligation shall be considered as the essence of the Contract and the Contractor hereby agrees to commence the work within 10 days from LoA as provided for in the said Conditions and to perform the job during and within the stipulated contract period.
9. All payments by the Owner under this contract will be made only at Coimbatore in Indian Rupees and shall be within 14 days from submission of interim bills (monthly) including period of checking and certification subject to bills being in complete shape and format to be mutually agreed.

- 10. The final payment will be made within a period of three months after completion of contract and due verification of final bill with all necessary supporting documentation such as handing over of documents, Maintenance during the contract period, material handed over by TPCL etc.
- 11. On any dispute or difference whatsoever arising between the parties out of or relating to the meaning, scope, operation or effect of this Contract or the validity or the breach thereof, the parties shall first endeavor to settle the same amicably in a spirit of co-operation. If the dispute cannot be amicably settled either party shall, as soon as practicable, but not earlier than 3 months give to the other party notice in writing of the existence of such dispute or difference, specifying the nature and the point at issue and the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The dispute or difference shall be referred to the Sole Arbitration of the Chairman of TIDEL PARK COIMBATORE LTD. or his nominee including any officer of TIDEL PARK COIMBATORE LTD. nominated by him and the contractor shall not raise an objection to such Arbitration on the ground that the Arbitrator is an officer of TIDEL PARK COIMBATORE LTD. and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this Agreement”.

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

- 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 common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first herein above written.

**Signature Clause:**

For and on behalf of the  
TIDEL PARK COIMBATORE LTD.

Name :

Designation :

Address : TIDEL PARK COIMBATORE LTD.  
ELCOSEZ, Aerodrome Post  
Coimbatore – 641 014

For and on behalf of the  
CONTRACTOR

Name :

Designation :

Address :

**WITNESSES :**

1. Signature :  
Name :  
Occupation :  
Address :

1. Signature :  
Name :  
Occupation :  
Address :

2. Signature :  
Name :  
Occupation :  
Address :

2. Signature :  
Name :  
Occupation :  
Address :

**FORMAT – C****FORM OF PERFORMANCE GUARANTEE**

1. In consideration of the TIDELPARK Coimbatore Ltd. (hereinafter called "TPCL,") having agreed to allow M/s. .... (hereinafter called "the said **Façade Cleaning and Maintenance of Façade Access Equipments of IT Park**" from the demand under the terms and conditions of an Agreement No. . . . . for House Keeping & Waste Management Services- at Information Technology Park at Vilankurichi Special Economic zone, Coimbatore, (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said **Façade Cleaning And Maintenance of Façade Access Equipments Contractor(s)**" of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for Rs.. . . . . (Rupees.. . . . only). We the . . . . .(Name of the Bank) having our Head Office at . . . . . and having branch at . . . . .referred to as "the Bank" at the request of M/s. .... **Façade Cleaning and Maintenance of Façade Access Equipments Contractor(s)**" do hereby undertake to pay to TPCL, an amount not exceeding Rs.. . . . . on demand by TPCL.

2. We . . . . . (Name of the Bank) . . . . . branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from TPCL, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said **Façade Cleaning And Maintenance of Façade Access Equipments 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 TPCL, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the **Façade Cleaning And Maintenance of Façade Access Equipments 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 there under.

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

5. We . . . . . (Name of the Bank) . . . . . branch further agree with TPCL, that TPCL, 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 **Façade Cleaning And Maintenance of Façade Access Equipments Contractor(s)** from time to time or to postpone for any time or from

time to time any of the powers exercisable by TPCL, against the said **Façade Cleaning and Maintenance of Façade Access Equipments 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 **Façade Cleaning and Maintenance of Façade Access Equipments Contractor(s)** or for any forbearance act or omission on the part of the TPCL, or any indulgence by the TPCL, to the said **Façade Cleaning and Maintenance of Façade Access Equipments 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 **Façade Cleaning and Maintenance of Façade Access Equipments Contractor(s)**

7. We hereby waive the necessity of your demanding the **Façade Cleaning and Maintenance of Façade Access Equipments Contractor(s)** 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 TPCL, in writing.

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

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid upto\_\_\_\_\_. unless this guarantees extended for further period on demand from TPCL 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 TPCL.

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 :



**FORMAT – D****INFORMATION ABOUT THE BIDDER**

|      |                                                                                                                                                                                                         |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.   | Name of Applicant firm                                                                                                                                                                                  |  |
| 2. a | Registered Office Address<br>Telegraphic Address<br>Telephone Number<br>E-mail<br>Fax Number                                                                                                            |  |
| b.   | Office address through which this work will be handled and name of officer in-charge and the telephone/ fax numbers/ e-mail id.                                                                         |  |
| c.   | Year of establishment and location of Establishment                                                                                                                                                     |  |
| 3.   | Number of years experience in Façade Cleaning by Contractor.                                                                                                                                            |  |
| 4.   | The applicant firm is<br>a) a Proprietary Firm<br>b) a Firm in Partnership<br>c) a Limited Company or Corporation<br>d) a Group of companies<br>e) firm in joint venture/ tie up with a foreign company |  |
| 5.   | Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of Officers.                                                                  |  |
| 6.   | Were you ever required to suspend work for a period of more than 3 months? If yes, give the name of work and reasons thereof.                                                                           |  |
| 7.   | Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)                                                                                   |  |
| 8.   | In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)                                                                        |  |
| 9.   | In how many of your works cases of litigation have arisen out of how many works handled in that year?                                                                                                   |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10. | a) Income tax clearance certificate for Organisation / Firm.                                                                                                                                                                                                                                                                                                                                                                 |  |
|     | b) State Permanent Account number.                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 11. | <p>a) Banker's overdrafts and credit facilities available.</p> <p>Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or other organization / ISO 9001 Certification.<br/>(Give details including classification licence etc)</p> <p>c) GSTIN :</p> <p>All the GSTIN within the State<br/>All the GSTIN of other states.</p> <p>HSN Code</p> <p>Service Accounting Code (SAC)</p> |  |
| 12. | Please give two reference of firms work carried out on Façade Cleaning                                                                                                                                                                                                                                                                                                                                                       |  |
| 13. | Give details of your plans for Sub-Contractors with full details, if any, in terms of percentage of works.                                                                                                                                                                                                                                                                                                                   |  |
| 14. | Do you have any tie-up with foreign company? If yes, give nature of tie-up, since when and full details of company with name and address. Necessary proofs have to be attached.                                                                                                                                                                                                                                              |  |

**Place:****Date :****Signature of Tenderer with Seal****FORMAT – E**

**PERSONNEL DETAILS OF THE BIDDER**

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

- A. Details of the Board of Directors
  - 1. Name of the Director(s)
  - 2. Organisation
  - 3. Address
  
- B. Key Technical and Administrative Personnel and Consultants:
  - 1. Individual's Name
  - 2. Qualification
  - 3. Present position of office
  - 4. Professional experience, details of Façade Cleaning
  
  - 5. Years with the applicant
  - 6. Language known
  - 7. Additional information
  
- C. Details of Service Personnel to take care of various services.

**Place:**

**Date:**

**Signature of Tenderer with Seal**

**FORMAT – F****EXPERIENCE OF COMPLETED Façade Cleaning Work  
(FOR THE BIDDER)**

| <b>S.No.</b> | <b>Details required</b>                                                                                                                        | <b>To be filled by the Bidder</b>   |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1            | Name of work                                                                                                                                   |                                     |
| 2            | Country and location                                                                                                                           |                                     |
| 3            | Client's name and address                                                                                                                      | Name:<br>Address :                  |
| 4            | Consultants name and address.                                                                                                                  | Name :<br>Address :                 |
| 5            | Total tendered cost of work<br>Agreement No.<br>Date                                                                                           | INR.....<br>Agreement No:<br>Date : |
| 6            | Total actual cost of work after completion.                                                                                                    | INR .....                           |
| 7            | Excess / less in percentage.                                                                                                                   | .....%                              |
| 8            | Explain if Excess / less is higher by 20% of the tendered cost of work.                                                                        |                                     |
| 9            | Date of commencement                                                                                                                           |                                     |
| 10           | Period of completion                                                                                                                           |                                     |
| 11           | Stipulated date of completion                                                                                                                  |                                     |
| 12           | Actual date of completion                                                                                                                      |                                     |
| 13           | Extended by the contractor, if any.<br>Reason for non-completion of work in stipulated time limit / extended time limit, if so furnish details | Yes / No                            |

|    |                                                                                                                                                                 |                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14 | Extension of time granted by the Client, if any.<br><br>If yes, please specify the reason for extension of time.                                                | Yes / No              |
| 15 | Brief description of works including principal features and quantities of main items of the work.                                                               |                       |
| 16 | Name of Contractor's Engineer in-charge of the Project & Qualifications.                                                                                        | Name :Qualification : |
| 17 | Details of specialised work executed under this Contract.                                                                                                       |                       |
| 18 | Details of specialised work executed by their own divisions under the Contract                                                                                  |                       |
| 19 | Whether the Programming and planning plan was followed in the form of Pert Chart or Bar Chart?                                                                  | Yes / No              |
| 20 | Whether the Quality Control and Quality Assurance function was carried out?<br>If yes, Please give details and copies of quality formats used in anyone project | Yes / No              |
| 21 | Whether the safety measures was followed?<br>If yes, Please give details.                                                                                       | Yes / No              |
| 22 | i) Were there any labour strikes?If yes, Please give details.                                                                                                   | Yes / No              |
|    | ii) Whether corrective action taken immediately?                                                                                                                | Yes / No              |

|    |                                                                                                                                                                                                                                                                                  |                                                              |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 23 | <p>Were there any penalties / fines / stop notice / compensation / liquidated damages imposed during execution of the project?</p> <p>If Yes, Please give amount, details and reason.</p>                                                                                        | <p>Yes / No</p> <p>Amount :</p> <p>Reason :</p>              |
| 24 | <p>Whether the contract of the work was terminated?</p> <p>If Yes, furnish the details.</p>                                                                                                                                                                                      | <p>Yes / No</p> <p>Name of the Project :</p> <p>Reason :</p> |
| 25 | <p>Please specify the details of litigation / arbitration cases, if any, pertaining to works completed.</p> <p>If Yes, furnish the details ie. Nature of litigation / arbitration. Please furnish whether the litigation is initiated by the Company or against the Company.</p> | <p>Yes / No</p>                                              |
| 26 | <p>Attach client's certificate, as may be available (Not below the rank of Director or equivalent)</p>                                                                                                                                                                           | <p>Yes / No</p>                                              |
| 27 | <p>The bidder shall enclose necessary performance certificate obtained from the client / consultant that the Façade cleaning work by the bidder are in satisfactory during the period of last 5 years.</p>                                                                       | <p>Yes / No.</p>                                             |

**Place:**

**Date:**

**Signature of Tenderer with Seal**

**FORMAT – G****EXPERIENCE OF ONGOING WORKS****(FOR THE BIDDER)**

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

| <b>S.No.</b> | <b>Details required</b>                                                                               | <b>To Be filled by the Bidder</b> |
|--------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1            | Name of work                                                                                          |                                   |
| 2            | Country and location                                                                                  |                                   |
| 3            | Client's name and address                                                                             | Name :<br>Address :               |
| 4            | Consultants name and address.                                                                         | Name :<br>Address :               |
| 5            | Total tendered cost of work (Agreement No. and Date)                                                  | INR .....                         |
| 6            | (a) Brief description of works including principal features and quantities of main items of the work. |                                   |
| 7            | i) Percentage of physical completion                                                                  |                                   |
|              | ii) Amount billed for the work completed.                                                             |                                   |
|              | iii) Cost of work remaining to be executed as on the date of submission.                              |                                   |
|              | iv) Stipulated date of completion                                                                     |                                   |
|              | v) Anticipated date of completion                                                                     |                                   |
| 8            | Name of Contractor's Engineer in-charge of the Project & Qualifications.                              | Name :<br>Qualification:          |

|       |                                                                                                                                                    |                                                       |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 9     | Details of specialised works under this Contract                                                                                                   |                                                       |
| 10    | Specialised works being executed by their own divisions                                                                                            |                                                       |
| 11.a. | Details of the sub-contracted specialised works by the Bidder                                                                                      |                                                       |
|       | i) Total value of work sub-contracted.                                                                                                             | INR .....                                             |
|       | ii) Trade-wise value of work sub-contracted.                                                                                                       | 1.INR.....<br>2.INR.....<br>3.INR.....<br>4.INR ..... |
|       | iii) Trade-wise Name of sub-contractors<br>Use separate sheet for details of such sub-contractors experience, capability, testimonial.             | 1.<br>2.<br>3.<br>4.                                  |
| 12    | i) Were there any labour strikes?<br><br>If yes, Please give details.                                                                              | Yes / No                                              |
|       | ii) Whether corrective action taken immediately?                                                                                                   | Yes / No                                              |
| 13    | Were there any penalties / fines / stop notice / compensation / liquidated damages imposed?<br><br>If Yes, Please give amount, details and reason. | Yes / No<br>Amount :<br><br>Reason :                  |
| 14    | Please specify the details of litigation / arbitration cases, if any, pertaining to works ongoing.                                                 | Yes / No                                              |
| 15    | Attach client's certificate, as may be available (Not below the rank of Director or equivalent)                                                    | Yes / No                                              |

**Place:**

**Date:**

**Signature of Tenderer with Seal**



**FORMAT – H**

Details of Infrastructure & Facilities available with the Bidder with respect to **Façade Cleaning** for performance of Work / Services.

**Place :**

**Signature**

**Date :**

**Company Seal**



**Please refer checklist below:**

Please state whether following enclosures has been enclosed or not.

| <b>Sl. No.</b> | <b>Description of item</b>                                                                                                          | <b>Enclosed</b> | <b>Not enclosed</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|
| 1.             | Application in duplicate including Letter of Transmittal and Formats A to F                                                         |                 |                     |
| 2.             | PAN Number and Copies of I.T. clearance certificate.                                                                                |                 |                     |
| 3.             | Certificate of Registration from any Government / Public Bodies                                                                     |                 |                     |
| 4.             | Copies of Audited Balance Sheet and P & L statement for the past 5 years.                                                           |                 |                     |
| 5.             | Copies of C.S.T/S.T clearance certificate for the past 3 years and registration certificates.                                       |                 |                     |
| 6.             | Supporting certificates for technical and financial capability from relevant authorities.                                           |                 |                     |
| 7.             | List of Board of Directors / Partners.                                                                                              |                 |                     |
| 8.             | Organization Chart with responsibilities.                                                                                           |                 |                     |
| 9.             | Details of facilities for performing the services.                                                                                  |                 |                     |
| 10.            | Details of tie-ups if any, technical, financial with reputed foreign organization.                                                  |                 |                     |
| 11.            | A detailed write-up on any latest method of approach specially devised by the applicant to perform the work to international level. |                 |                     |
| 12.            | EMD as called for in Tender                                                                                                         |                 |                     |
| 13.            | GST Registration No.                                                                                                                |                 |                     |
| 14.            | Any other important information.                                                                                                    |                 |                     |

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

**Place:**

**Date of Submission:**

**Signature of Tenderer with Seal**

**HAND BOOK ON HEALTH AND SAFETY AT WORK**

**FOR**

**CONTRACTORS WORKING IN THE PROJECT**

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

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  - 2.18 Safety Clothes and Equipment
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  - 2.21 Warning signs and Notices
3. Guidelines for Contractors & Sub-Contractors
4. System Description
5. List of Equipment related to Façade Cleaning System

**GUIDELINES FOR CONTRACTORS:****SECTION – 1****INTRODUCTION:**

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

It is the Owner's endeavor to secure a high standard of safety at site. Therefore, Contractors and subcontractors must know their duties under common law, both for establishments, and their own employees and the occupants to conduct their business and methods of work to conform to the best practices as per the Owner's ISO14000/OHSH18000 policies and standards.

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

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

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

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

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

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

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

## SECTION – 2

### RULES FOR GENERAL OPERATIONS:

#### 2.1 ACCESS:

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

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

#### 2.2 ACCIDENT AND INCIDENT REPORTING:

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

Injuries are to be treated by nearby hospital.

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

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

#### 2.4 HAZARDOUS MATERIALS:

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

#### 2.5 DUST AND FUME CONTROL:

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

#### 2.6 FIRE HAZARDS AND PRECAUTIONS:

When at site, all fire regulations, as well as regulations under Section 38 and subsequent amendments if any under the Factories Act 1948, must be observed at all times.

## 2.7 **Statutory obligations, notices, fees and charges**

The Contractor shall comply with and give all notices required by any Government authority, and instrument, rule or order made under any Act or Parliament or State Legislature or any regulation or Bye-law of any local authority relating to the work or with whose system the same is or will be connected.

The Contractor shall pay and indemnify the Owner against liability in respect of any fees or charges (including any rates and taxes but not including GST) legally demandable under any Act of Parliament, or State Legislature instrument, rule or order or any regulation or Bye-law or any local authority in respect of the contract work.

## 2.8. **Water**

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

## 2.9. **Separate contracts**

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

## 2.10 **Deduction for uncorrected work**

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

## 2.11 **Fluctuations**

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

## 2.12 **Possession, completion and postponement**

On the date for commencement stated in the appendix to these conditions possession of the premises and buildings shall be given to the Contractor by the Owner who shall thereupon begin the works regularly and, diligently proceed with the same, and who shall perform the Work within the duration of contract.

The Owner shall issue instructions in regard to the commencement of any work to be executed under the provisions of this Contract.



**2.13 MACHINERY SAFETY:**

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

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

**2.14. HOUSE-KEEPING:**

The House-keeping standards employed by Contractors and subcontractors, must be of high standards, as the Owner follows ISO 9001/ISO14000 policies and norms. Care must be taken by all responsible people to ensure that the standard of house-keeping for all establishments is known and understood.

House keeping and hygiene go hand in hand with safe working practices. Contracts and sub-Contracts must leave work areas in a clean, tidy and safe condition at the end of each working period.

Special attention must be paid to potential fire hazards, trip points and equipment left in a hazardous condition noticed during their operations shall be intimated immediately to the Helpdesk of the housekeeping agency/TPCL Control Centre.

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

**2.15 NOISE:**

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

**2.16 OVERHEAD WORKING:**

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

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

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

**2.17 WORKING AT HEIGHT:**

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

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

Roof working must be properly supervised.

**2.18 SAFETY CLOTHES AND EQUIPMENT:**

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

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

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

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

**2.19 PLANT SERVICES:**

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

**2.20 SUPERVISION:**

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

**2.21 WARNING SIGNS AND NOTICES:**

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

### **SECTION – 3**

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

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

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

Signature:

Name of the Authorized Person:

Company Name (Contractor). :

Date :

Place :

**NOTE:**

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

## **SECTION – 4**

### **SYSTEM DESCRIPTION**

#### **A. Accessible System:**

1. Manual traversing Jib Trolley running on ISMB Track – Permanent.
2. Aluminium Davit system parapet mounted.
3. Permanent Runways.

#### **B. Operating system:**

1. Articulated Cradle platform 2 M long.
2. Standard Cradle platform 2 M long.
3. Standard Cradle platform 1 M long.
4. Portable Electro hydraulic Vertical lifting platform.

Note: The Cradles shall be parked either on terrace of the building or on the Ground level of the Building and shall have to be rigged from the terrace level / Ground level as appropriate. Providing the Gondola at ground floor level is preferred.

#### **A. Accessible System:**

- Cradle Standard Cradle with all accessories – 2000 mm long (2 persons), winches, ropes, safety brakes and motors.
- Portable Electro hydraulic Imported Vertical platform with complete system

#### **B. Operating System:**

- Manual Jib Trolley mounted with Swivel on specialized rollers and fitted to the steel track.
- Portable Davit made out of Aluminium alloy sections with arm length and boom with required outreach to clean the façade
- Permanent runways made out locally fabricated aluminum alloy extruded section Horizontal Monorail system. The monorail must be mounted on soffit mounted brackets. The monorail must be equipped with one or two horizontal manual trolleys - Imported / locally fabricated Permanent track or equivalent system.

## **BUILDING DESCRIPTION**

Building Complex of Information Technology Park at Vilankurichi (SEZ Area), Coimbatore comprises construction of official activities. This Building envisages the following: Car parking: Basements - 3 Levels. Office & Commercial: Ground to Fourth floors. Apart, there is a substation having ground & first floor, Drivers rest room having ground & first floor and Security building. Approximately, the Building is having 1,61,625 Sqm built-up area and the building is proposed to clad with unitized Structural Glazing system, ACP cladding and Point fixed glazing façade and Automatic sliding door at the Entrance. Also, the Building is proposed to clad with Granite from ground level to first floor level.

**2.2 EXTERNAL FINISHES AND ITS AREA APPROXIMATELY.**

- a. Structural Glazing with Double / Single Glass – 7,195 Sqm.
- b. Spider Glazing with fin assembly and support system - 190 Sqm
- c. Aluminium composite panels Cladding on the Dry wall as well as on the Structurally Glazed frame work on the Spandrel Panel and Canopy – 10,190 Sqm.
- d. Glass canopy with articulated bolts – 120 Sqm.
- e. Granite Cladding on the External Surface - Dry fixing with S.S.Clamps & Anchor bolts – 1,215 Sqm.
- f. Aluminium Louvers on the Structural Glazing - 810 Sqm.

Total Façade Area approximately – 19,720 Sqm.

**CHECK LIST****FOR CRITERIA -1**

A) Total Annual Turnover (including the facade services turnover) of the firm/company

| <b>S.No.</b> | <b>Financial Year</b> | <b>By Sales Values in Profit &amp; Loss Account sheet (More than 5 Lakhs)</b> | <b>Certified by Chartered Account</b> | <b>Remarks</b> |
|--------------|-----------------------|-------------------------------------------------------------------------------|---------------------------------------|----------------|
| 1            | FY 2015-2016          |                                                                               |                                       |                |
| 2            | FY 2016-2017          |                                                                               |                                       |                |
| 3            | FY 2017-2018          |                                                                               |                                       |                |

**FOR CRITERIA -2**

B) Should have carried out similar job in multi storied building of minimum 1 lakh sq.ft. (Ground plus 3 Floors) for a continuous period of one year in any one of the last three years. O&M Experience in Multi Storied (MS) building

| SI.No. | Name of the Client | Description of Work | Financial Year | Remarks |
|--------|--------------------|---------------------|----------------|---------|
|        |                    |                     |                |         |
|        |                    |                     |                |         |
|        |                    |                     |                |         |

EMD attached - Yes / No

All pages signed and sealed - Yes / No

Pre-Bid Minutes attached - Yes / No



## Insurance

1. The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor of omission on the part of the Contractor or any sub-Contractor employed by them or any of their employees.
2. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claim.
3. The Contractor shall also indemnify the employer against all which may be upon the Employer, whether under the workmen's compensation Act or any other statute in force, during the currency of this contract or at common Law in respect of any employee of the Contractor or of any Sub-Contractor and shall at his own expense effect and maintain until the completion of the contract, with an insurance Company, approved by the Employer, a Policy of Insurance against such risks (with a limit of liability of not less than Rs 2.00 ( two ) lakhs per occurrence) and deposit such policy or policies with the Employer from time to time during the currency of this contract.
4. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Contractor.
5. The Contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
6. The Contractor shall also indemnify and keep indemnified the Employer against all and any cost, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of damages or compensation arising therefrom.
7. Without prejudice to the other rights of the Employer against Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
8. Contractor shall, prior to the commencement of any site activity submit the Insurance Confirmation Letter – Annexure regarding the required Insurance Policies to be put in place by Contractor. TPCL 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.

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

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

**Annexure**

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

To  
**TIDEL Park Coimbatore Ltd.**  
ELCOSEZ  
Aerodrome Post  
Coimbatore - 641014

Dear Sir,

**Sub : Confirmation of Insurance Policies Contract / Agreement No. .... for  
Façade Cleaning and Maintenance of Façade Access Equipments for TIDEL  
PARK COIMBATORE LTD.**

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

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

Corporate or Company Seal

\_\_\_\_\_

Authorized Signature

Name of Contractor

By:

Title