

# TIDEL PARK COIMBATORE LTD

(A JV of TIDCO, ELCOT, TIDEL & STPI)

## INTERNATIONAL TECHNO COMMERCIAL TENDER PART – I CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS AND PRE-QUALIFICATION CRITERIA

SUPPLYING, INSTALLING, TESTING AND COMMISSIONING AND MAINTENANCE  
FACADE ACCESS SYSTEM INSTALLATION IN THE BUILDING COMPLEX OF  
INFORMATION TECHNOLOGY PARK AT VILLANKURICHI (SEZ AREA), COIMBATORE

DUE DATE FOR SUBMISSION: ON OR BEFORE 26<sup>th</sup> MARCH, 2010 at 15.00 Hours

### TO BE SUBMITTED TO:

The Chairman  
M/s. TIDEL Park Coimbatore Ltd  
(First Floor – TIDEL Park)  
4, Rajiv Gandhi Salai,  
Taramani, Chennai - 600 113 - INDIA  
Telephone No.: +91 44 22540500/501  
Fax No.: +91 44 22541744

### ARCHITECTS & ENGINEERS

M/s. C.R.Narayana Rao  
Architects & Engineers  
#5/10, Karpagambal Nagar,  
Luz, Chennai- 600 004 – INDIA  
Tel No: 044-24991676 (4 lines)  
Fax No: 044-24991318

### OWNERS ENGINEERS

M/s. TATA CONSULTING ENGINEERS LTD  
# 73/1, Sheriff Centre,  
St. Marks Road,  
Bangalore – 560001 - INDIA  
Tel No: 080-66226000  
Fax No: 080-22274873

### BID SUBMITTED BY:

M/s. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FEBRUARY 2010

# TIDEL PARK COIMBATORE LIMITED

## CONSTRUCTION OF INFORMATION TECHNOLOGY PARK AT VILLANKURICHI SEZ, COIMBATORE

### TENDER FOR FAÇADE ACCESS SYSTEM

(Design, Manufacture, Supply, Erection, Testing, Commissioning & Maintenance)

#### PART – I

(Conditions of Contract, Qualifying Criteria and Technical Specifications)  
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**TIDEL PARK COIMBATORE LTD.**  
**(A JV of TIDCO, ELCOT, TIDEL & STPI)**  
**Notice Inviting competitive Tender**  
**for**  
**Design, Manufacture, Install, Testing and Commissioning**  
**Facade Access System to**  
**BUILDING COMPLEX OF INFORMATION TECHNOLOGY PARK AT**  
**VILLANKURICHI (SEZ AREA), COIMBATORE**



TIDEL Park Coimbatore Ltd. (TPCL) is constructing a state-of-the-art IT Park with Built up area of 1,61,500 Sq.m. in IT SEZ area at Villankurichi, Coimbatore. TPCL invites techno commercial Bid for design, manufacture, supply and Install, testing and commissioning and operation and maintenance of Façade access system from experienced contractors who meet the following criteria as on 31.03.2009.

- (a) The Bidder should be a well-established company/contractor with minimum five years experience in Façade Access System and capability in execution of Façade Access system and related works. Foreign bidders are required to establish Project Office in India, if the work is awarded. Supporting Documents such as Annual report, Clients completion certificates should be furnished as per the prescribed format – 1.
- (b) Should have an annual turnover of Rs.150 Lakhs during any of the past Three financial years.
- (c) Shall produce Banker's solvency Certificate of the value of Rs.30 Lakhs obtained not earlier than three months from the last date for submission of tender.
- (d) Should have executed Façade Access works of the value of Rs.65 Lakhs in a single work during any one of the last 3 years.

**1. Salient features:**

Name of work	Supplying, installing, testing and commissioning and Maintenance Façade Access System installations in the Building Complex of Information Technology Park at Villankurichi (SEZ Area) Coimbatore (3 basements + G + 4 upper floors).
Approximate value of works	Rs.147 Lakhs
Period of Completion for F.A. System works	120 Days

2. Tender documents can be purchased from the TPCL office, Chennai

(a) Cost (Including VAT)	Rs.15,600/- (Rupees Fifteen thousand six hundred only) by Demand Draft payable at Chennai in favour of TIDEL Park Coimbatore Ltd
(b) Period of Issue	24.02.2010 to 25.03.2010 (during office hours)
(c) Earnest Money Deposit (EMD)	Rs.1.60 lakhs (One Lakhs and Sixty Thousand only) by Bank Guarantee
(d) Pre-bid Meeting	4.00 P.M. on 9 <sup>th</sup> March, 2010
(e) Last date for submission of bids	3.00 P.M. on 26 <sup>th</sup> March, 2010
(f) Opening of Technical Bid	5.00 P.M. on 26 <sup>th</sup> March, 2010
(g) Validity of Tender	90 days from the last date of submission of tender

3. Tender document can be downloaded from the web sites viz. [www.tidelpark.com](http://www.tidelpark.com), [www.elcot.com](http://www.elcot.com) & [www.tn.gov.in](http://www.tn.gov.in) for information purposes only. Tender must be submitted only in prescribed forms purchased from TIDEL Park Coimbatore Ltd.:

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

**The Chairman**  
TIDEL Park Coimbatore Ltd  
(1st Floor – TIDEL Park)  
No.4, Rajiv Gandhi Salai, Taramani  
Chennai – 600 113.  
Ph: 00 91 44 22540500/501, Fax: 00 91 44 22541744  
E-Mail : [tidel@md4.vsnl.net.in](mailto:tidel@md4.vsnl.net.in); [tidel@vsnl.com](mailto:tidel@vsnl.com)

**TIDEL PARK COIMBATORE LIMITED**  
**CONSTRUCTION OF INFORMATION TECHNOLOGY PARK**  
**AT VILLANKURICHI SEZ, COIMBATORE**

**Façade Access System works**

**SECTION 1 : Instructions to Tenderers / Contractors and General Conditions**

- 1) TIDEL Park Coimbatore Limited (TPCL) invites competitive bids in prescribed Forms in sealed covers from experienced contractors fulfilling the qualification criteria specified herein, for the work of Façade Access System for their Information Technology park building at Villankurichi Special Economic Zone., Coimbatore.
- 2) The prescribed forms can be obtained from the office of TPCL, 4, Rajiv Gandhi Salai, Taramani, Chennai 600 113 on non-refundable payment of Rs15,600/- (Rs. Fifteen thousand six hundred) only in the form of Demand draft in the name of TIDEL Park Coimbatore Limited drawn on any Scheduled Bank payable at Chennai. Tender documents are not transferable. Completed Bid forms shall be delivered at the above said address of TPCL not later than 15-00 Hours on 26<sup>th</sup> March 2010, and Technical Bids will be opened on the same day at 17-00 Hours. Bids delivered late for whatever reasons, will not be accepted. Tenders shall be valid for a period of ninety days from the date of opening Price Bids.
- 3) The work of Façade Access System consists of providing Davits, Permanent runways, Power Cradles, winches and ropes etc. and maintaining them including rectifying defects and replacing material with new, absolutely free for a maintenance period of one year after the contract period.
- 4) Work shall be executed as per the drawings, Technical specifications and Bills of quantities prepared by M/s C.R.Narayana Rao, Architects and Engineers.
- 5) The contractor shall give a Time schedule for completion of work, including Procurement Plan and Mobilisation Plan of Plant and equipment necessary. Work shall be executed as per the directions of Architects
- 6) Tenders shall be filled in English, written legibly or typewritten. Overwriting should be avoided, Mistakes should be scored and authorised signatory should attest corrected version. Rates should be entered in words and figures and amounts noted against each item and totaled at the end to arrive at total contract value. Bid drawings shall be signed. If there is a discrepancy between words and figures in rates, the lower of the two shall be considered.
- 7) All pages of the Bid must be initialed by authorised signatory, and authority for signing the Bid must be produced in the case of partnership company, Limited Company. No joint venture bid will be accepted.
- 8) TPCL discourages Tenderers to stipulate any additional conditions and are expected to accept the various provisions and conditions in Bid documents. Conditional Bids are liable to be rejected by TPCL. Therefore the Bidder should submit (a) the withdrawal of Conditions Letter in Format-4 and also (b) Letter of Undertaking in this regard as per Format No.5. The Withdrawal of Conditions Letter and also Letter of Undertaking should be placed in the cover - I of Tender.

9. Bid document shall be submitted in Triplicate in sealed covers.
  - a. Cover1: Original, Duplicate and Triplicate copy of Part I (Technical & Qualifying Bid) comprising EMD, Format-4 (Withdrawal conditions Letter) and Format-5 (Letter of Undertaking) Conditions of contract, Technical Specifications & Qualifying Criteria.
  - b. Cover2; Original, Duplicate and Triplicate copy of Part II (Price Bid)
  - c. Both covers 1 &2 should be put in one common cover, also sealed, and addressed to TPCL super scribing the name of work and name of Bidder.

#### 10) Evaluation Method :

**First Stage:** Cover 1 containing the EMD, Format-4 and Format-5 will be opened. If the EMD (or) Format-4 (or) Format-5 are not submitted or is deficient, TPCL reserves the right to reject the bid and no further evaluation of that bid will be done.

**Second Stage :** If the EMD, Letter of Withdrawal and Letter of Undertaking submitted are acceptable, evaluation of the technical Bid will be done whether substantive response has come from the Tenderers to the basic prequalification criteria and information called for in Information sheet and whether supporting documents are enclosed or not.

**Third and Final Stage;** The Price Bid of only those tenderers who have been prequalified will be opened and only the tenderer who has complied with all tender conditions and BOQ in full and who is the lowest in price bid will be chosen as the lowest tenderer subject nevertheless to the rights of TPCL to call for clarifications and negotiations with the Lowest Tenderer before the award of work and to split the work among two or more contractors.

- 11) The contract will be an **item rate contract**, and work done will be measured and paid for at rates agreed as per schedule of quantities and as certified by the Architects. No extra on any account whatsoever will be payable other than measured work as aforesaid. Tenderer's attention is drawn to the **Section 4: For contractor's special attention A. Special economic Zone and B. Taxes and Insurance**. Tenderer's rates shall be deemed to have been quoted taking into consideration the above section part A & B.
- 12) During the course of work Architect/Owner Engineer/Owner may increase or decrease the quantities to any extent and the contractor will not be entitled to any increase in rates or any compensation whatsoever.
- 13) The contractor shall observe all **local laws, Govt. regulations** as regards his obligations to his employees and Labour, Payment of License fees and consumption charges for water and power or for any other facility payable to the local Utility and/or Govt. authorities. The contractor shall observe safety regulations and take out applicable insurance policies for the work, workmen and third party liability. Attention of tenderers is invited to commercial terms elsewhere
- 14) Tenderers shall note that the cost of visiting the site, preparation of bid, attending meetings for providing and obtaining clarifications, discussions or presentations will not be reimbursed by TPCL under any circumstances.
- 15) Submission of bid shall mean that the contractors have visited the site and thoroughly understood all the details given or implied in the bid documents supplied by TPCL,

accept TPCL's decisions on prequalification and the bid and waive their rights to question the decision of TPCL.

- 16) If the tenderers need any clarifications of the bid document they should communicate to TPCL with copy to Architects, at least ten days before the date of submission of tender. Clarifications will be given at a Prebid meeting to be convened if necessary or communicated to all tenderers. Request for clarifications later than the date as aforesaid will not be complied with. Such communications, request and clarifications will become part of contract agreement.
- 17) Only Courts in Chennai will have jurisdiction over this contract.
- 18) **TPCL** reserves the right to accept or reject any of the applications for pre-qualification without assigning any reason therefor and reserves the right to increase or decrease the scope of work as deemed necessary. The decision on qualifying tenderers will be final and binding. **TPCL** reserves the right to qualify any tenderer or to reject any application or to cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever. Only the price bids of pre-qualified tenderers will be opened for consideration.
- 19) **TPCL reserves the right to split and award the works to any Tenderer/Tenderers based on competitive offer, and the tenderers shall not withdraw their price bid/s on this account which shall amount to breach of tender conditions and their earnest money will be forfeited. The quoted rates shall remain firm and no extra claim or compensation on account of splitting or deleting or increasing or decreasing the scope of the works will be entertained by TPCL.**

**SECTION 2 :**

**Qualifying Criteria and Information sheets**

**2. a) Qualifying Criteria :**

- i. The Bidder should be a well-established and reputed manufacturer /EPC contractor, based either in India or Foreign country, and having minimum five years experience and capability in execution of Façade Access system and related works. Foreign bidders are required to establish project office in India, if the work is awarded. Supporting Documents such as Annual report, Clients completion certificates for at least one Façade Access project executed in each year should be furnished as per the prescribed format – 1.
- ii. Should have an annual turnover of Rs.150 Lakhs during any of the past four financial years. as per Format No.1.
- iii. Shall produce Banker's solvency Certificate of the value of Rs.30 Lakhs, obtained not earlier than three months from the last date for submission of tender.
- iv. Should have executed Façade Access works of the value of Rs.50 Lakhs in a single work or Rs.25 lakhs each in two works during any one of the past three years. .

The Bidder should provide complete details as per the Format-1,2&3 prescribed along with the supporting documents, in order to evaluate the proposals by Owner and pre-qualifying the Tenderer for further evaluations. However, the decision of the Owner is final.

\* \* \* \* \*

**PREQUALIFICATION CRITERIA****Format No.1**

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

- i. The Tenderer should be a well-established Façade Access company/contractor with minimum five years experience and capability in execution of Façade Access system works.
- ii. Should have an annual turnover of Rs 150 Lakhs during any of the past Four financial years.

S.NO	Particulars	2008-'09	2007- '08	2006-'07	2005-'06	2004-'05
1.	Annual Turn over of the company					
2.	Annual Turnover from Façade Access system work					
3.	List of Major Façade Access system works completed and value during each year a) b) c)					
4.	Operation & Maintenance works carried out with respect to Façade Access System a) b) c)					
5.	Manpower engaged (Average) by the company with respect to Façade Access System work.					

The following Documentary evidences required to establish the above P.Q. Criteria. (a&b)

- a) Annual report / Income Tax return to establish the Annual Turnover of the company for the last 5 years since 2004-05 (with respect to Sl. No.1).
- b) Memorandum / Articles of the company.
- c) Auditor certificates to establish annual turnover for Façade Access system works during the Last 3 (Three) years (with respect to Sl. No.2).
- d) Client's completion certificates for at least one Façade Access system and related works executed in each year should be furnished for S.No.3&4 of Format-1.

Format No.2

**PREQUALIFICATION CRITERIA  
BANKER'S SOLVENCY CERTIFICATE**

To  
The Chairman  
TIDEL park Coimbatore Ltd,  
4,Rajiv Gandhi Saalai,  
Taramani, Chennai 600113

Dear Sir,

**SOLVENCY CERTIFICATE**

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

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

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

Yours faithfully,

for .....Bank

**Bank Officer with designation**

.

**Format – 3****Pre-Qualification Criteria**

Should have executed Façade Access works of the value of Rs.65 Lakhs in a single work during any one of the past three years.

<b>Sl.No.</b>	<b>Description</b>	<b>1st Project</b>	<b>2<sup>nd</sup> Project</b>
1	Name of the Client		
2	Nature and Scope of work		
3	Period of Contract		
4	Value of the work		

Copy of Client's work completion certificate, agreement/LOA to be enclosed.

Format – 4

**Withdrawal of Conditions Letter**

To

The Chairman,  
TIDEL Park Coimbatore Limited,  
No.4, Rajiv Gandhi Salai,  
Taramani,  
Chennai – 600 113.

Dear Sir,

Sub: Tender for Façade Access System – Construction  
of IT Park at Coimbatore by TIDEL Park Coimbatore Ltd – Withdrawal of  
conditions - reg.

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We hereby confirm that our offer for Façade Access System works relating to construction of Building Complex of Information Technology Park at Villankurichi (SEZ Area), Coimbatore for TIDEL Park Coimbatore Ltd., is in complete compliance with the tender documents, drawings, specifications, Bill of Quantities and subsequent pre bid meeting minutes. Our offer does not deviate from any of the Technical and Commercial requirement of the Tender documents. We hereby agree to withdraw all conditions/deviation in case any such conditions / deviations have been specified by us in the technical or price bid which have either direct or indirect impact on the price quoted.

Thanking and assuring you of our best services at all times.

Yours faithfully,

Format – 5

On Rs.20 Stamp Paper

**DECLARATION – CUM – UNDERTAKING**

We, ----- pursuant to our Tender submission on 26.03.2010 for submission of tender for façade Access System works relating to construction of building complex of Information Technology Park at Villankurichi (SEZ Area), Coimbatore for TIDEL Park Coimbatore Ltd., hereby declare that all the certificates, agreements, information and other details, furnished by us in our tender document are true and correct.

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

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

Place :

Signature:

Date:

Name :  
Designation :

**Sec.2 b : Information Sheet****Structure and organisation, Registration as contractor, Previous experience etc.**

Tenderers should fill up Information sheet. If information is NIL it should be stated as 'NIL' or no such case. If a query is not applicable to the tenderers, it should be stated as 'not applicable'.

Name of Tenderer Company		
1)	Registered Office Address Telephone Number Web site / E-mail No. Fax Number	
2)	Year of establishment and No. of years experience	
3)	Office in India	
4)	Give detail including classification, if registered with any Government / Local Bodies / Municipal or other organisation.	
5)	Income Tax Registration no. and Sales tax Registration no. and Service Tax Registration	
6)	a) Adequate and satisfactory evidence to indicate financial capacity of the organisation to undertake the said Façade access System work, with names of Bankers and their addresses.	
	b) Enclose Annual report / Balance sheet and P & L statements for the past three years.	
	c) Current Solvency certificate as called for or letter of support from your Bankers.	
	d) Banker's overdrafts and credit facilities available.	
7)	Details of previous experience, at least three works one of which should satisfy the qualifying criteria in Sec.2.a.iv Name of Work, location and for whom, and cost of work. Enclose certificates either from Client or the Consultant for the work and photographs of completed works.	
8)	Tenderer to enclose Organisation Chart and a list of employees, with their qualifications, Age,	

	years of professional experience and experience in your company (Enclose separately.)	
9)	Curriculum Vitae of two key personnel to be in charge of this work at site. (Enclose separately)	
10)	Are you a Recipient of any Award in appreciation of your work?	
11)	Any special information, which you may like to provide.	
12)	Are there any litigation <b>against</b> the company? State Yes / No	
13)	Does any litigation threaten the very existence of company (such as Insolvency/Winding up/ or criminal decree etc.). Give Details.	

**Note :**

1. **TPCL** or his authorised representatives reserves the right to verify any part of the information furnished by the tenderer in the above statements without any prejudice to the terms and conditions of the Contract. The tenderer is deemed to have given his consent for the right of verification by **TPCL** when the tenderer submits the above statements.
2. If it comes to the notice of the Client that the tenderer has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the tenderer, **TPCL** reserves the right to nullify the pre-qualification and to disqualify the tenderer. If such information becomes available to **TPCL** prior to issue of Letter of Intent, the tenderer will be disqualified and will not be considered for award of work, even though the tenderer is L1. If such information comes to the knowledge of **TPCL** after the award of work, **TPCL** reserves the right to terminate the Contract unilaterally at the total cost and risk of the tenderer and such action would include but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. **TPCL** will also reserve the right to recover any Retention Money, Mobilisation Advance paid by invoking of Bank Guarantees submitted, including invoking of the Performance Bond.
3. The entire work executed up to the stage of such termination including materials procured and materials ordered but awaiting delivery will be taken over by **TPCL** and adjusted towards any payment due, as per contract conditions. **TPCL** can thereafter arrange for a bidding process for completion of the balance portions, for which any additional financial burden to be met by **TPCL** will also be recovered from the accounts due from the Tenderer, who has been terminated.

**Signature of Tenderer**



**SECTION 3 : Additional Conditions and Commercial Terms**

- 1 **Earnest Money Deposit** The tenderers shall enclose E.M.D. of Rs 1.5 Lakhs (One Lakh and Fifty Thousand Only) in the form of Demand draft on a Scheduled bank in Chennai or in the form of Bank guarantee valid for six months. Tenders not accompanied with E.M.D. in the approved form as stated herein will be summarily rejected. E.M.D. will be refunded / returned in the case of successful tenderer on production of Performance Guarantee.
- 2 The **Letter of Award** of the bid sent to the successful tenderer by **TPCL** shall be construed as a contract binding both the parties. Before the issue of LOA, **TPCL** reserve their rights to call for negotiations, clarifications and presentations by the contractor.
- 3 **Date of Commencement of work:** On issue of Letter of Award the successful tenderer (hereinafter referred to as 'Contractor') shall commence the work within 10 days, and complete the work within 4 (Four) months.
- 4 **Performance Guarantee:** The Earnest Money Deposit of the successful Bidder shall be returned without any interest by the Owner, on furnishing a Performance Bond within 7 days of LOA in the form of Bank Guarantee in the format appended herein for an amount of 10% of the contract sum, valid till the end of defect liability period or from the date of satisfactory handing over of the completed works by the **FAÇADE ACCESS SYSTEM Contractor** to the **Owner** with provision for direct re-validation on demand by the Owner, when so called for, for the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of Defect Liability Period or two months after the last notified defect had been rectified, whichever is later.
5. **Mobilization Advance:** After issue of LOA and after submitting a Performance Guarantee for 10% of the accepted value of contract to the Owner, the Contractor has to apply for interest-free mobilization advance for 10% of the value of contract. The advance will be given against submission of Bank Guarantee in the format approved by the Owner, for like amount. The advance will be recovered in two installments from the 1<sup>st</sup> bill on onwards.
6. **Date of Completion:** The date on which the works have been virtually completed and as certified by Architects.
7. **Defects Liability Period (DLP) :** (Which shall also be free maintenance period) shall be 24 (Twenty Four) months from the date of virtual completion certificate or till all the defects have been rectified and so certified by the Architects, whichever is later.
8. **Liquidated damages :** If work is not completed by the stipulated date of completion, Liquidated damages will be levied at the rate of 0.2% of the Contract Value per day, subject to a maximum of 10% of the contract value. Architects 's opinion whether delay has occurred and their decision to enforce liquidated damages will be binding on both the parties.
9. **Contract Agreement:** The Contractor shall execute an agreement with **TPCL** in a format approved by **TPCL** within ten days of LOA and the following shall be parts of the contract

Part I - Conditions of Contract, Qualifying Criteria and Technical Specifications

Part II - Bills of Quantities

- Drawings and Correspondence related to the Project including Minutes of Prebid meeting, if any.
10. **Rates shall be firm** throughout the contract period and should include, but not limited to the following : cost of all inputs such; tools and tackles; water and power; and all labour required for finished work and maintenance for one year period after completion of work; all taxes and fees to be paid to local authorities or Government; other than the taxes, duties and Levies to which TPCL is exempt under SEZ rules. all charges towards getting connection and consumption of water and Power to be paid to Utility authorities; all insurance; and all expenses in fulfilling the duties and obligations in respect of this contract
  11. **Item rate contract:** The contract will be an item rate contract and work done will be measured and paid for at rates agreed as per schedule of quantities and as certified by the Architects. No extra on any account whatsoever will be payable other than measured work as aforesaid.
  12. **During the course of work Architects may increase or decrease the quantities to any extent** and the contractor will not be entitled to any increase in rates or any compensation whatsoever. .
  13. **Variations;** If any additional or new items are ordered by Architects for execution, then the rates for the additional items shall as far as possible be arrived at from BOQ or derived from the BOQ. If this is not feasible the Contractor shall quote his rates and submit rate analysis with supporting quotations and Vouchers as may be directed by Architects for a fair evaluation and approval by **TPCL**. On the actual cost of materials delivered at site and labour charges rates will be arrived. Over this contractor's Overhead and profit at 15 % shall be added to arrive at a final rate. The Fifteen per cent addition shall be deemed to include all incidental and connected charges whether direct or indirect, all applicable taxes, duties and levies, all expenses for Infrastructural facilities, amenities, insurance and supervision, and duties and obligations under the contract.
 

Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Architects the workmen's names) and the materials employed shall be delivered for verification to the Architects or his authorised representative not later than the end of the week following that in which the work has been executed.
  14. **The contractor shall observe all local laws, Govt. regulations** as regards his obligations to his employees and Labour, Payment of License fees and consumption charges for water and power or for any other facility payable to the local Utility and/or Govt. authorities. The contractor shall observe safety regulations and take out applicable insurance policies for the work, workmen and third party liability. Attention of tenderers is invited to clause 18 below.
  15. **Running Account Bills :** Payment to the contractor will be based on Running Account bills which may be submitted every fortnight/month ,and will be certified by Architects within fourteen working days from the date of receipt from the contractor and paid by **TPCL** within one month of receipt of certificate from Architects.
- Terms of Interim Payments :**
- 65% pro rata on accepted for item on supply and delivery of materials at site.
  - 25% pro rata on erection / fixing in position of materials with accessories if any.
  - 10% after testing/commissioning after installation and handing over to client.

16. **Retention Money:** In addition to the Performance Bond in the form of Bank Guarantee as required under Clause No.4 above, as a further security for the due fulfillment of the contract by the **Façade Access System Contractor**, 10% of the value of the work done will be deducted by the **Owner** from each payment to be made to the **Façade Access System Contractor** until the retention money amounts to a maximum of 5% of the contract sum of the work. On the Architect's certificate of Virtual completion of the works, 50% of the retention money would be refunded and the balance after due completion of all obligations under the contract agreement and one year defects liability period commencing from the date of taking over by the **Owner** or two months after the last notified defect pointed out had been rectified, whichever is later. The amounts retained by the **Owner** shall not bear interest.
17. **Final Bill** should be submitted by the Contractor within two months of completion of work, which will be certified by Architects within one month of date of receipt from the contractor and will be paid by **TPCL** within a month of receipt of certificate from Architects
18. **Insurance:** The Contractor shall take out Insurance policies for, a) the work, b) Workmen's Compensation, and c) Third party insurance for Rs.5 lakhs per person, per occurrence and the number of occurrences unlimited, and produce the policies to **TPCL**. Transit insurance as found necessary for the contractor's own materials should be arranged by the contractor himself. All Insurance premiums to be paid for covering risks shall be deemed to be included in quoted rates. The contractor shall indemnify **TPCL** against all claims arising out of this contract.
19. **Rate of Interest for monies retained by TPCL:** NIL
20. **Water and Power: Tenderers** should make their own arrangements at their own cost to obtain water and Power connections from local supply authorities and pay all charges for consumption of the same. The contractor at his own cost lay any temporary distributions lines as required for the work and later dismantle and clear away from site. The contractor's rates shall be deemed to include for all the costs as stated herein, and no extra on any account will be payable by **TPCL**.
21. **Decisions:** To prevent disputes and litigations, it shall be accepted as an inseparable part of the contract that in matters regarding materials and workmanship, removal of improper work, interpretation of contract, drawings and specifications, mode of procedure and carrying out the work, defects to be remedied, delay and extension of time, addition, deletion, increase or decrease in quantities, and certificates (except payment certificates) the decisions of Architects shall be final.
22. **Arbitration:** If the Contractor is dissatisfied with the decision of Architects on any matter or question or dispute of any kind (except any of the decisions on excepted matters mentioned in Cl.21 above) or withholding of any payment certificate to which the contractor may claim to be entitled then, and in any such case either party may seek settlement through Arbitration proceedings in accordance with Laws in force. The governing law of agreement and any arbitration pursuant to it shall be the laws of India. Further disagreement with the Arbitration may be proceeded in a court of Law of India and the dispute shall be deemed to have arisen in Chennai.
23. **Coordination of work:** The successful tenderer shall cooperate with all other agencies engaged on separate contracts in the project, meet their agents and Architects and plan his work

**24. Extension of Time :**

Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall within 15 days give written notice of the cause of the delay to the Architects, and if in the opinion of the Architects/ Owner Engineer/ Owner, the completion of the Work is likely to be or has been delayed beyond the date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause;

By force majeure (earthquake riot and inclement weather ( Inclement weather only heavy downpour ) or By reason of civil commotion, or by reason of the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour, goods or materials as are essential to the proper carrying out of the works, then the Architects shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architects to proceed with the work.

The Contractor is not eligible for any monetary compensation whatsoever due to extension of time granted to him.

**25. Determination of Contract  
By Client:**

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

- a) If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or
- b) If he fails to proceed regularly and diligently with the works, or
- c) if he refuses or persistently neglects to comply with a written notice from the Architects requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, then the Architects may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then TPCL without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.
- d) If the contractor becomes bankrupt and results in closure of business or winding up or involved in Court litigations threatening the continuation of business then the contract may be terminated by TPCL and action taken as stipulated in Note 2. at the end of Information sheet in Sec.2.b., unless the contract is reinstated by TPCL, and TPCL agrees with the Trustee in bankruptcy, liquidator, receiver, or manager as the case may be.

**By the Contractor:**

- a. **If TPCL does not pay the contractor** within the period of honouring the certificates mentioned in Clause preceding this, and continues default even after 7 days after receiving notice from the Contractor stating the notice of determination under this clause will be served if payment is not received within seven days from receipt thereof , or
- b. **If TPCL interferes with or obstructs the issue of certificate due under this contract.**  
Or
- c. **If the whole or substantially the whole of uncompleted works is suspended for a period of more than one month,**

Then the Contractor may thereupon by notice by registered Post or recorded delivery to **TPCL** forthwith determine the contract.

Upon such determination, the respective rights and liabilities of the Contractor and **TPCL** shall be as follows, that is to say :

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

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

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

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

The reasonable cost of the removal under this clause.

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

**26. Protection to work and Cleaning**

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

**27.. Scaffolding, Staging, Guardrails**

The Contractor shall provide, scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be

rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

## 28. House Keeping

The Contractor shall be required to maintain the site and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken once on daily basis. The Contractor shall nominate the Safety Officer to be responsible for housekeeping.

## 29. Operation & Maintenance

The Contractor is liable to carryout Operation & Maintenance of the Façade Access System work for a period of 7 years including Defective Liability Period of Two years after handing over of the Project.

Separate agreement for Annual Operation / Comprehensive Maintenance Contract shall be entered into at an appropriate stage later (before 15 days of handing over of by the Contractor) either directly with TIDEL Park Coimbatore Ltd. or designated O&M Contractor of TIDEL Park Coimbatore Ltd. for the stipulated period in the tender for the specialised work of Façade Access system. Thus this reference of communication and a copy of the accepted tender forming part of the agreement for Annual Operation / Comprehensive Maintenance Contract, being complement to each other

## 30. LITIGATION

There shall not be any litigation against the company threatening the very existence/operation of the company by way of insolvency/liquidation/deed of criminal nature etc. Tenderers shall give details of the same or declare NIL if there is none, in a separate Format elsewhere in this document.

## SAFETY MEASUREMENTS:

### Compliance of Safety Code :

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

### Safety Code and Safety Rules

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

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

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

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be

more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

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

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

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

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

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

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

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

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

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

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

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

1. All the staff working at site will wear helmets.
2. All electrical equipment used by the Contractor will have double earthing and will be connected through an ELCB.
3. 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.
4. Electrical hand tools like drilling machine will be of 220 volts type.
5. ELCB's will be used wherever power & electrical connections are taken by the Contract.
6. Fire fighting portable extinguishers will be used and located at appropriate locations.

7. All staff working at heights will use safety belts and standard platforms with one metre height railing.
8. All the staff working will as far as possible wear shoes.
9. All electricians will have wiremen's licence.
10. Standard ladders will be used, non standard ladders will not be permitted.
11. Inflammable materials like Petrol, Kerosene, Wax etc., will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided.
12. Each Contractor will keep a well furnished FIRST AID box with easy accessibility. Respiratory protective equipment should be available with the Contractor.
13. Welding mechanics and electricians will wear rubber gloves.
14. Personal protecting equipment like Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc., should be used and available in Contractor's stores.
15. Use of asbestos to be prevented.
16. If correct manual handling is not used, it can result in back injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling.
17. All scaffolding will be of steel and double stage.
18. Contractors to ensure that all equipment tools, brought on to the premises will be in a safe condition have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
19. Contractor to ensure that whilst on site premises, he will comply with all health and safety legislation as required by the Employer.
20. All the platforms, scaffolding and catwalks should have railings of 1 Mt. height and 100 mm toe board. All the catwalks should be minimum 450 mm wide and of grill type. All ladders should have hand rails.

21. **HAND BOOK ON HEALTH AND SAFETY AT WORK :**

The Contractors to do work in the project shall follow the guide lines given in the hand book on health and safety at work appended herewith **Appendix – 'F'** during execution.

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## SECTION - 4

**TIDEL PARK COIMBATORE LIMITED****FOR CONTRACTOR'S SPECIAL ATTENTION:****A. SPECIAL ECONOMIC ZONE**

- 1 Government of India, Ministry of Commerce & Industry has approved vide No. F2/5/2006 – EPZ dated 16.06. 2006 M/s. Electronic Corporation of TamilNadu Limited (ELCOT) for establishing a Special Economic Zone (SEZ) and also notified the SEZ vide notification No:564(E) dated 11.4.2007. ELCOT has allotted 9.5 acres of land in the above said SEZ-area, for construction of IT Park by TIDEL Park Coimbatore Ltd.
- 2 The building is located in the Special Economic Zone (SEZ) at Villankurichi Village, Coimbatore, Coimbatore North Taluk, Coimbatore District, India. Authorized operations would qualify for exemptions, concessions and drawback as per the procedure in SEZ rule 2006 as amended to date to the Developer (Owner) as well as Contractors engaged by the Developer (Owner).
- 3 Owner of the project:

WHEREAS, the Government of Tamilnadu in G.O. Ms No. 49 Industries (IT) Department dated 21.02.2007, Govt. of TamilNadu have issued orders that

- The Coimbatore IT Park will be implemented by a new Joint Ventrue Company with Electronics corporation of Tamilnadu Ltd(ELCOT) and TamilNadu Industrial Development Corporation Ltd (TIDCO) as major shareholders;
- TIDEL Park Ltd's service will be utilized for design contracting and construction of the Coimbatore IT Park.

WHEREAS, a new company viz TIDEL Park Coimbatore Ltd has been incorporated for implementing the project (hereinafter called the "Owner"). All approval/clearance required for the project are to be obtained in the name of the owner.

**4 IT-SEZ Approval:**

WHEREAS, the Electronics Corporation of Tamilnadu Ltd (ELCOT), has obtained approvals from Ministry of Commerce & Industry, Govt of India for setting up a sector specific Special Economic Zone(SEZ) for IT/ITES sector in over an area of 11.76 Hectares of the below said property, acquired from the Government of Tamil Nadu, vide Letter No. F2/S/2006-EPZ dated 16<sup>th</sup> June, 2006 and subsequently Ministry of Commerce & Industry, Govt of India notified the following areas at Villankurichi Village, Coimbatore North Taluk, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564(E) dated 11<sup>th</sup> April 2007.

SI.No.	Survey No.	Area( in Hectares)
1.	426/1	0.69
2.	426/2	2.86
3.	427/1	1.50
4.	427/2	2.93
5.	436	3.16
6.	461/3	0.04
7.	462/4	0.21
8.	463/4	0.16
9.	465/5	0.12
10.	466/4	0.09

	<b>Total</b>	<b>11.76</b>
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## 5 Land & Co-developer

WHEREAS, the owner and ELCOT have entered a Lease Deed dated, 20.2.2008 for allotment of 9.5 acres of land as Co-Developer plot with exclusive property right for setting up I T Park in Survey.No.427/1(1.81 acres), 427/2 (6.40 acres) and 436 (1.29acres) situated at Villankurichi Village, Coimbatore North Taluk, Coimbatore District with the following boundaries and also 1.431 acres of land earmarked in the above said IT-SEZ for common facilities as undivided land share.

North by	Land in S.No. 428, Private Factories
East by	Land in S.No.436. M/s.TCS
South by	Land in S.No.464 and 465 in 100ft. Road
West by	Land in S.No.S.No.427/1, Part, M/s. WIPRO Ltd,

WHEREAS the Owner and ELCOT have entered an agreement on 10.03.2008 to construct an information Technology Park in the above said IT-SEZ Plot, as Co-Developer.

## 6. Architect:

WHEREAS the Owner is desirous of Construction of Information Technology Park at Special Economic Zone at Villankurichi, Coimbatore ( herein after called "the WORK") and M/s. C.R.Narayana Rao, Architects & Engineers, Old No. 5, New no. 10, Karpagambal Nagar, Luz, Mylapore, Chennai– 600 004 as Architect (hereinafter referred to as the ARCHITECT).

## 7. Owner's Engineers:

The owner has retained M/s.TATA Consulting Engineers Ltd., Bangalore as Owner's Engineers (hereinafter referred to as the Owner's Engineers).

8. The exemptions that would be eligible to the Owner and the Contractor are the following.

- a. Exemptions of customs duty including counter veiling duty, surcharge etc as applicable
- b. Excise duty , Cess & Surcharge Cess thereon
- c. Central Sales tax
- d. *Entry taxes*
- e. Service tax for services provided within the processing zone.
- f. Any other taxes

9. a) The tenderer shall quote his rates considering as SEZ Project with the above exemptions taxes, duties and levies available to Owner as well as Contractors engaged by the Owner. Further the tenderer shall quote the rates exclusive of VAT. Such taxes when levied on the bills would be reimbursed to the tenderer upon production of proof of remittance of such taxes to the respective departments.

- (b) (i) The owner has applied to the Government of Tamil Nadu for grant of exemption from VAT on contracts executed in their favour. The Contractor will be intimated upon receipt of the said exemption.
- (ii) Till that time, VAT shall be charged separately in the bills and would be reimbursed upon production of evidence of remittance to the Government.
10. The tenderer shall quote his rates considering as SEZ –Project with the above exemptions taxes, duties and levies available to Owner as well as Contractors engaged by the Owner.
11. Towards availing tax exemptions, the tenderer shall furnish a list of all materials which are to be imported into the site with quantity, specification and rate/amount along with his tender. The list will be furnished to the SEZ Development Commissioner jointly by the Owner and Contractor for permission to import these materials to TIDEL PARK Coimbatore Ltd., SEZ to avail the duty and tax concessions. The contractor, however will be solely responsible for correctness of details in the List, the delivery Schedule, the works programme and achievement of Milestones.
12. For purchase of materials indigenously similar procedure as above will be followed to avail excise duty, CST, VAT & other exemptions.
13. Purchase Order for materials will be placed by the Contractor with manufacturer in the joint name of Owner and the Contractor. All payments to the manufacturer for both imported as well as indigenous shall be made by the Contractor directly to the manufacturer. TIDEL Park Coimbatore Ltd., will not be responsible for any payment to the manufacturer or delay in payment for what so ever reasons.
14. For items of BOQ involving imported materials as well, the Contractor shall quote the rate only in Indian Rupees. However if the Contractor prefers foreign exchange payment TIDEL Park Coimbatore Ltd., will recommend to the concerned authorities for release of foreign exchange. However TIDEL Park Coimbatore Ltd., will not have any responsibility with regard to the amount of L/C to be opened, foreign exchange rate or amount, for which the Contractor shall be solely responsible. TIDEL Park Coimbatore Ltd., will pay to the Contractor only as per the agreed payment terms and accepted rates.
15. For imported material, the contractor will release Purchase order directly on the Vendor and also arrange to pay for the goods. The contractor shall clear the customs and avail exemption of customs duty and sales tax concessions and bring the materials directly to the SEZ site .All cost for procurement, freight, clearance, taxes payable to statutory authorities shall be deemed to have been included in the quoted rate.
16. However, whether the materials are indigenously procured or imported from abroad, the responsibilities of follow-up, pre delivery inspections, physical clearance at manufacturers/ suppliers works / physical clearance from Customs , correctness of the quantity, quality and specifications, loading and transport to SEZ site including Insurance and transit insurance, unloading at site, arranging for inspections by Insurance company representatives and SEZ Commissioner, taking corrective actions if necessary, safe storing at duty free Godown to the satisfaction of SEZ Officer and obtaining re-warehousing certificate and sending to the relevant Customs official stationed at the respective ports, rest solely with the contractor and the quoted rate shall be inclusive of all the requirements.

17. In cases where purchase orders are necessitated to be placed by the Owner and payments are made, the Owner will deduct the payments made including related costs thereon, from the Contract amount of the contractor. The exchange rate prevailing *on the date of payment* shall be applicable for the imported items.
18. During the course of contract if it becomes essential to change the source from indigenous to imported or vice versa, the contractor shall request for such changes in writing explaining the reasons for the change. In such cases the reduction in price shall be passed on to Owner. However no claim for additional payment will be entertained if there is an increase due to the aforesaid change. No extension of time will be admissible for any such changes.
19. The materials brought to the site shall be stored, utilized & accounted as per SEZ regulations.
20. The contractor has to make his own arrangements for procurement of all other materials required for the work at his own cost as per the accepted rates
21. Once brought to TIDEL PARK Coimbatore Ltd., SEZ, the Duty and Tax free materials cannot be removed outside and any work to be done to make them fit for installation shall be done only within the Zone. In this regard, the contractor may also refer to the Customs Circular No. 29/2006- Cus, dated December 27, 2006
22. The attention of the Contractor is also drawn to Special Notification of the Ministry of Commerce and Industry (Dept. of Commerce) viz "Special Economic Rules,2006 " made by the Central Government empowered to make so under Special Economic Zone Act, 2005 (Act 28 of 2005). The same is published in Part II, Section 3 subsection i. of Gazette of India Extraordinary, dated the 10<sup>th</sup> February, 2006 of the Government of India. The contractor shall also observe all the norms of SEZ rules and assist the Owner in procurement, transshipment, delivery and safe storage.
23. The Contractor has to quote the rates as SEZ Project on tax exemption basis. However the contractor has to give breakdown of his rates in the format enclosed in the volume Bills of Quantities

**Signature of the Bidder  
With date and seal**

**FOR CONTRACTOR'S SPECIAL ATTENTION :****B. TAXES IN SEZ ZONE :****1 TAXES, DUTIES, OCTROI ETC.**

CONTRACTOR agrees to and does hereby accept full & exclusive liability for the payment of any and all taxes, duties, entry tax octroi, works contract tax, Service Tax and cess thereon, etc. now or hereafter imposed, increased, or modified, and all the sales taxes, works contract tax, Service Tax and cess thereon, duties, octroi etc. now in force and hereafter increased imposed or modified from time to time in respect of WORK and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by CONTRACTOR and CONTRACTOR shall be responsible for compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting Owner-employee relationship and CONTRACTOR further agrees to comply, and to secure the compliance of all Sub-Contractors, with applicable Central, State, Municipal and Local laws and regulations and requirements of any Central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or Sub-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of WORK provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative Sub-division thereof..

- 1.2 As supplies to TIDEL PARK COIMBATORE LTD., SEZ unit are exempted from all taxes and duties referred to .above the tenderer is to ensure that the bid does not include any taxes or duties afore said (A3). The price quoted shall include no element of tax on the supplies. In case the Contractor is of the view that any of the above mentioned exemptions are not applicable to any one of the materials or items, he shall specify such items in the tender and the taxes and duties he has considered for such items to facilitate TIDEL PARK COIMBATORE LTD., to take up with the authorities and obtain possible exemptions. However, the Owner shall not reimburse him, in any case if taxes and duties have been paid by him whether or not he has indicated the same in his rate.

Subject to above, the contractor is also required to confirm when they accept the Purchase Order (PO), that they have not charged the TIDEL PARK COIMBATORE LTD., SEZ Unit for any of the above taxes and duties.

- 1.3 The tenderer to understand that if any duties / taxes, agreed to, at the time of placement of order become eligible for refund at a later date, then TIDEL PARK COIMBATORE LTD., SEZ Unit will have the right to amend the PO and reduce the price. The tax/duty amount shall be accordingly reduced from the original PO value through necessary amendment of the PO and the monies if already paid by TIDEL PARK COIMBATORE LTD., SEZ Unit shall be refunded immediately back to TIDEL PARK COIMBATORE LTD., SEZ Unit.

1.4 Supplies to SEZ are treated at par with exports and such supplies shall be eligible for refund of non-usable accumulated CENVAT credit on the inputs contained in such supplies. Accordingly, the excise duty/ CVD component cannot form part of the price quoted or be included in the PO Value. Contractor confirms when the PO is accepted that such components are not included in their price.

1.5 The Contractor shall provide a Bill of Export and Packing List in quintuplicate giving therein the description of goods to be submitted to the SEZ customs at least one week prior to the dispatch of the goods.

The contractor shall indicate in the Bill of Export whether the supplies are being made under Duty Drawback or DEPB or DFRC or Advance License. If the supplies are made under DEPB scheme, the TIDEL PARK COIMBATORE LTD., SEZ Unit shall issue a disclaimer certificate to enable the Contractor to avail the export benefit from the licensing authority. Moreover, at the time of supply, the documents accompanying the goods should include the Bill of Export and ARE-1.

On admission of goods supplied, into the SEZ, it shall be the Contractor's responsibility to get a copy of the ARE-1/ Invoice with the endorsement by the authorized officer of the customs in the SEZ for submission to the Contractor's jurisdictional Central Excise Authority.

1.6 The contract value shall not be adjusted on account of any increase in Statutory Levies imposed by competent authorities by way of fresh notification(s) within the stipulated delivery period. However, in case of reduction in Statutory Levies within the stipulated delivery period, the benefits of the same shall be passed on to the TIDEL Park Coimbatore Ltd., SEZ Unit.

No Taxes, Duties and Levies as applicable to SEZ will be payable by TIDEL Park Coimbatore Ltd., SEZ Unit except in case of new levies, taxes and duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of Work Order but within the stipulated delivery period.

Notwithstanding what is stated above, new Taxes, Duties and Levies shall apply only to that portion of work Order not executed on the date of notification by Competent Authority. Further, new Taxes, Duties and Levies after due date of delivery shall not affect Work Order terms and value.

The Work order value shall not be subject to any variation on account of Sales Tax/ VAT for any reason whatsoever.

Specifically, no taxes/ duties and levies would be entertained for payment which was not factored at the time of bid.

1.7 The statutory deduction for taxes and levies will be made from your bills at applicable rates prevailing from time to time, for the following.

1. Income tax and surcharge
2. Work contract tax.
3. Construction workers welfare tax

Your quoted price shall be firm till the completion of this project.

- 1.8 Where TIDEL PARK COIMBATORE LTD., enters in to a contract with the identified sub contractor / direct sub contractor / other agencies, the procedures, terms and conditions as regards tax and SEZ related aspects as applicable to the contractor would apply to the said Subcontractor / direct sub contractor. Specifically, the owner will not be obligated to sub contractor/ direct sub contractor/ other agencies for any of the tax amount or for any documentation requirement. The entire responsibility, if any in this regard would vest with the contractor.

**Signature of the tenderer  
with date and seal**

**SECTION - 5****BID FORM**

To

**The Chairman**  
**M/s. TIDEL PARK COIMBATORE LIMITED,**  
 First Floor, TIDEL Park  
 No.4, Rajiv Gandhi Salai,  
 Chennai – 600 113.

Dear Sir,

1. Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the Bid, I/we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of Bid, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

- |   |   |  |
|---|---|--|
| a) Description of works                         | : | Providing and Installing Façade Access System (Design, Manufacture, Install, Testing and Commissioning) in the construction of Information Technology Park Building complex at Special economic Zone at Villankurichi, COIMBATORE. |
| b) Value of Contract                            | : | Rs.160 Lakhs (Rupees One Hundred and Forty Seven Lakhs only)   |
| c) Earnest money                                | : | Rs.1.6 Lakhs (Rupees One Lakhs Sixty Thousand only) by Bank Guarantee (valid for 180 days from the last date of submission of Bid) in favour of M/s. TIDEL Park Coimbatore Ltd.,   |
| d) Percentage to be deducted from bills towards | : | 10% (Ten Percent) of the value of work billed, subject to a maximum of 5% of contract value  |
| e) Date of Commencement of activities           | : | The date of letter of Award (LOA) is treated as commencement of contract and work has to be commenced within 10 (Ten) days from the date of issue of Letter of Award.  |

- f) Time allowed from date of commencement for completion of the work including installation of all services, testing, commissioning and handing over : (4 months) for Façade Access works
2. Should this Bid be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto or in default thereof to forfeit and pay to TIDEL Park Coimbatore Limited, Coimbatore the amount mentioned in the said contract.
  3. We agree to execute the works as independent Facade access Contractor under our own responsibility as and when inducted by the Owner.
  4. I/We have deposited a sum of Rs.1,60,000/- (Rupees One Lakh and Sixty Thousand only ) as earnest money in the form of Bank Guarantee from Scheduled Bank, with TIDEL Park Coimbatore Ltd., Coimbatore which amount is not to bear any interest. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by me/us to the TIDEL Park Coimbatore Ltd.,
  5. If this Bid is accepted we agree to provide a Bank Guarantee from a Scheduled Bank as Performance Bond for a sum equivalent to Ten percent of the contract value for the due performance of the contract under the terms of the conditions of contract within time.
  6. We agree to abide by this Bid for the period of ninety days from the date of opening of price bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period without any additional cost.
  7. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
  8. The lists showing the particulars of large works carried out and the names of manufacturers of specialized items as required are enclosed.
  9. I/We agree to abide by all laws, rules and regulations of Govt., Municipal, and statutory bodies .I/We agree to observe safety as the highest priority and abide by prevailing laws, rules and regulations, and also the directions of TPCL. regarding the health, and safety rules for workers and guidelines for protecting the Environment, and waste management
9. Our bankers are : (Please state name, address, and phone no.)
- i)
  - ii)

The names of Partners of our firm / Directors of our company are :  
(please state name, address, and Phone no.)

- i)
- ii)

The names of the Partner of the firm/Director of our company authorised to sign :

or

Name of person having Power of Attorney to sign the Contract (certified true copy of Power of Attorney should be attached) (Pl. state name, address and Telephone No.

Yours faithfully,

Signature of Tenderer.

(Should be signed by the authorised signatory. Board Resolution in the case of company or a letter signed by all partners in the case of Firm, to be enclosed.

WITNESSES :

i) Signature:

Occupation:

Address:

ii) Signature:

Occupation:

Address

**SECTION - 6****ARTICLES OF AGREEMENT  
(DRAFT FORMAT)**

ARTICLES OF AGREEMENT made on this ..... day of ..... 2010 between TIDEL Park Coimbatore Limited a company incorporated under Companies Act 1956 having its registered office at TIDEL Park Ltd., No.4,Rajiv Gandhi Salai, Taramani, Chennai – 600 113, represented by Mr/Mrs..... , IAS., Chairman/Director/General Manager (hereinafter called "the Owner" which expression shall unless the context required otherwise include its successors and assigns) of the FIRST PART.

and.....of the other part whose registered office is situated at.

(hereinafter called " the Contractor" or " Façade Access Contractor")

o **Owner of the project:**

WHEREAS, the Government of Tamilnadu in G.O. Ms No. 49 Industries (IT) Department dated 21.02.2007, Govt. of TamilNadu have issued orders that

- The Coimbatore IT Park will be implemented by a new Joint Venture Company with Electronics corporation of Tamilnadu Ltd(ELCOT) and TamilNadu Industrial Development Corporation Ltd(TIDCO) as major shareholders;
- TIDEL Park Ltd's service will be utilized for design contracting and construction of the Coimbatore IT Park.

WHEREAS, a new company viz TIDEL Park Coimbatore Ltd has been incorporated for implementing the project (hereinafter called the "Owner"). All approval/clearance required for the project are to be obtained in the name of the owner.

➤ **IT-SEZ Approval:**

WHEREAS, the Electronics Corporation of Tamilnadu Ltd(ELCOT), has obtained approvals from Ministry of Commerce & Industry, Govt of India for setting up a sector specific Special Economic Zone(SEZ) for IT/ITES sector in over an area of 11.76 Hectares of the below said property, acquired from the Government of Tamil Nadu, vide Letter No. F2/S/2006-EPZ dated 16<sup>th</sup> June, 2006 and subsequently Ministry of commerce & Industry, Govt of India notified the following areas at Villankurichi Village, Coimbatore North Taluk, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564(E) dated 11<sup>th</sup> April 2007.

Sl.No.	Survey No.	Area( in Hectares)
1.	426/1	0.69
2.	426/2	2.86
3.	427/1	1.50
4.	427/2	2.93
5.	436	3.16
6.	461/3	0.04
7.	462/4	0.21
8.	463/4	0.16
9.	465/5	0.12
10.	466/4	0.09
	<b>Total</b>	<b>11.76</b>

➤ **Land & Co-developer**

WHEREAS, the owner and ELCOT have entered a Lease Deed dated, 20.2.2008 for allotment of 9.5 acres of land as Co-Developer plot with exclusive property right for setting up I T Park in Survey.No.427/1(1.81 acres), 427/2(6.40 acres) and 436(1.29acres) situated at Villankurichi Village, Coimbatore North Taluk, Coimbatore District with the following boundaries and also 1.431 acres of land earmarked in the above said IT-SEZ for common facilities as undivided land share.

North by	Land in S.No. 428, Private Factories
East by	Land in S.No.436. M/s.TCS
South by	Land in S.No.464 and 465 in 100ft. Road
West by	Land in S.No.S.No.427/1, Part, M/s. WIPRO Ltd,

WHEREAS the Owner and ELCOT have entered an agreement on 10.03.2008 to construct an information Technology Park in the above said IT-SEZ Plot, as Co-Developer.

WHEREAS the **Owner** is desirous of Providing Façade Access System in the Information Technology Park Building at Special Economic Zone at Villankurichi, Coimbatore (hereinafter called "the Work") and has caused drawings and Schedule of Quantities showing and describing the work to be done as prepared by or under the direction of Architect, **M/s. C.R. Narayana Rao, Architects & Engineers**, Old No. 5, New No. 10, Karpagambal Nagar, Luz, Mylapore, Chennai - 600 004, [hereinafter referred to as the Architect].

AND WHEREAS the said drawings numbered as per list attached to the Bid document covering conditions, the specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the "**Façade Access Contractor**" has furnished Bank Guarantee for a sum of Rs..... (Rupees ..... only) as Performance Bond, valid from the date of commencement of work till the end of defect liability period of twelve calendar months from the date of taking over the work by the **Owner** with provision for direct re-validation of the Bond on demand if so required by the **Owner** for due performance of this agreement.

AND WHEREAS the "**Façade Access Contractor**" has supplied the **Owner** with a fully priced copy of the said Schedule of Quantities – Part-II (which copy is hereinafter referred to as "the Contract Bills") AND WHEREAS the said Drawings (hereinafter referred to as "the Contract Drawings") 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 **Façade Access Contractor** will upon and subject to the Conditions annexed carry out and complete the Work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said Conditions.
2. The **Owner** will pay the **Façade Access Contractor** the said contract amount Rs..... (Rupees. .... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.

3. The term "the Architect " in the said Conditions shall mean the said **M/s. C R Narayana Rao, and the term Owners Engineers in the said condition shall mean said the M/s.TATA Consulting Engineers Ltd as nominated by the owner.** or in the event of their ceasing to be the Architect/**Owner's Engineers** for the purpose of this Contract, such other person as the **Owner** shall nominate for that purpose, not being a person objected to by Contractor to for reasons considered by the **Owner**, as valid. Provided always that no person subsequently appointed to be the Architect under this clause shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect (s) / **Owner's Engineers** at any time.
4. 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.
5. The plans, agreement and documents mentioned herein shall form part of this Contract.
6. The Contract is not a lump sum contract but an item rate contract to carry out the work in respect of Providing Facade access System in the construction of Information Park Building at Villankurichi SEZ, Coimbatore,. The **Façade Access Contractor** shall be paid for the actual quantity of work done, as measured at site, at the accepted rate contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
7. The **Façade Access Contractor** shall afford every reasonable facility for the carrying out of all works relating to civil works and all other ancillary works in the manner laid down in the said Conditions, and shall make good any damage done to walls, floors, and other properties of the **Owner** during execution and after the completion of such works.
8. The **Owner** reserves to itself the right of altering the Drawings 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. However the scope and extent of changes that can be ordered by the **Owner** will be limited to  $\pm 25\%$  of the contract sum and the **Façade Access Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **Owner**. The **Façade Access Contractor** will only be paid for the actual quantity of works done payable at the accepted unit rates.
9. All differences and disputes arising between TPCL, and the Facade access contractor on any matter connected with the assignment, -other than the Excepted matters referred in the Conditions for which TPCL's decision will be final and binding on the contractor,- shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Chennai.  
  
The parties hereby agree that one arbitrator each shall be appointed by each party. The arbitrators together will appoint a third arbitrator who shall act as the Lead Arbitrator.
10. Time shall be considered as the essence of this Contract and the **Façade Access Contractor** hereby agrees to commence the work within a period of ten days from the date of issue of Letter of Award as provided for in the said Conditions and to complete

the entire work within a period of **Four months** thereof subject nevertheless to the provisions for extension of time.

11. All payments by the **Owner** under this contract will be made only through Banking Channel at Chennai / Coimbatore in Indian Rupees.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction over them.
13. That the several parts of this Contract have been read by the **Façade Access Contractor** and fully understood by the **Façade Access Contractor**.

**Signature Clause**

<b>TPCL,</b>	<b>Façade Access Contractor</b>
Signed and Delivered By .....	.....
Name & Designation .....	.....
Address .....	.....
<b>WITNESSES :</b>	
1) Signature .....	.....
Occupation .....	.....
Address .....	.....
2) Signature .....	.....
Occupation .....	.....
Address .....	.....

The COMMON SEAL OF ..... was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on .....

In the presence of :

(1) Name and Designation:

(2) Name and Designation:

If the **Façade Access Contractor** signs under its common seal, the signature clause should correspond with the sealing clause in the Articles of Association.

Directors who have signed these presents in token thereof in the presence of :

(1) Name and Designation:

(2) Name and Designation:

If the **Facade Access Contractor** signing by the hand of power of attorney,

SIGNED AND DELIVERED BY the Contract by the hand of Shri ..... and duly constituted attorney.

### Proforma of Bank Guarantee for Earnest Money

Whereas ..... (hereinafter called "the Tenderer") has submitted its tender dated for the construction of .....  
 .....  
 hereinafter called "the tender".

KNOW ALL MEN by these presents that we ..... Having our registered office at . . . . . (hereinafter called "the Bank") are bound unto TIDEL Park Coimbatore Ltd., (hereinafter called the "**OWNER**") in the sum of Rs..... (Rupees ..... only) for which payment well and truly to be made to the said **OWNER**, the Bank binds itself, its successors and assigns by these presents.

Sealed with common seal of the said Bank this ..... day of ..... 2010

The Conditions of the obligation are :

- a) if the Tenderer withdraws his tender during the period of tender validity.
- b) if the Tenderer fails to accept the corrections of his errors in the tender documents as determined by the **OWNER**.
- c) If the Tenderer having been notified of the acceptance of his tender by the **OWNER** during the period of validity of tender :
  - i) fails or refuses to execute the Form of Agreement.
  - ii) fails or refuses or neglects to furnish the Performance Bank Guarantee.

We undertake to pay to the **OWNER** the above amount upon receipt of his first written demand, without the **OWNER** having to substantiate his demand provided that in his demand the **OWNER** will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date Ninety (90) days after the date of expiry of the period of tender validity, and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

Signature of the Bank

Signature of Witness

Name of Witness

Address

## FORM OF PERFORMANCE GUARANTEE

1. In consideration of the TIDEL PARK Coimbatore Ltd. (hereinafter called "TPCL,") having agreed to allow M/s. .... (hereinafter called "the said **Facade Access Contractor(s)**") from the demand under the terms and conditions of an Agreement No. .... for the work of Providing Facade access System in the construction of Information Technology Park at Villankurichi Special Economic zone, Coimbatore, (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said **Facade Access Contractor** of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for RS.. . . . . (Rupees.. . . . . only). We the . . . . . (Name of the Bank) having our Head Office at . . . . . and having branch at . . . . . referred to as "the Bank" at the request of M/s. .... **Facade Access 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 **Facade Access Contractor(s)**. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding RS... . . . . . (Rupees.. . . . . only).
  
3. We undertake to pay to the TPCL, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the **Facade Access Contractor(s)** in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.  
  
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder.
  
4. We . . . . . (Name of the Bank) . . . . . branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of 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 **Facade Access 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 **Facade Access 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 **Facade Access 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 **Facade Access Contractor(s)** or for any forbearance act or omission on the part of the TPCL, or any indulgence by the TPCL, to the said **Facade Access 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 **Facade Access Contractor(s)**.
- 7. We hereby waive the necessity of your demanding the **Facade Access Contractor** before presenting us with the demand.
- 8. We . . . . . (Name of the Bank) . . . . . branch lastly undertake not to revoke this guarantee except with the previous consent of the TPCL, in writing.
- 9. This guarantee shall be valid upto . . . . . Notwithstanding anything contained herein before our liability against this guarantee is restricted to RS.. . . . . (Rupees..... only) and it will remain in force till . . . . .) unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before . . . . . of . . . . . ( . . . . .) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Dated the        day of        .....        for (Name of the Bank)  
Branch.

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

**AFFIDAVIT**

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

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

Notary Public Signature

Signature of the **Facade Access Contractor**

## PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

In consideration of the **TIDEL Park Coimbatore LTD.**, (hereinafter called the "**OWNER**") having agreed to pay mobilisation advance under the terms and conditions of letter of acceptance No..... dated ..... made between M/s. .... a company having its registered office at ..... in the state of ..... (hereinafter called "the said **FACADE ACCESS CONTRACTOR**" which expression shall unless the context required otherwise include its successors and assigns) for the **WORK** of construction of ....., **Chennai**, by "the said **FACADE ACCESS CONTRACTOR**" on production of a Bank Guarantee for Rs. .... (Rupees .....

We, ..... (hereinafter referred to "as the Bank" at the request of M/s..... do hereby undertake to pay to the **OWNER** an amount not exceeding Rs..... (Rupees..... only).

We, ..... do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the **OWNER** stating that the amount claimed is required to meet the recoveries due or likely to be due from the said **FACADE ACCESS CONTRACTOR**. 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).

We undertake to pay to the **OWNER**, any money so demanded notwithstanding any dispute or disputes raised by the **FACADE ACCESS CONTRACTOR** in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability or payment thereunder and the **FACADE ACCESS CONTRACTOR** shall have no claim against us for making such payment.

This Guarantee shall remain in force and effect so long as the said advance or any part thereof remaining outstanding and shall expire and become ineffectual only after the recovery of the entire sum of Rs. .... covered by the Guarantee.

The Guarantee shall come into force from the date **FACADE ACCESS CONTRACTOR** receives from the **OWNER** the said advance.

This Guarantee will not be discharged due to change in the constitution of the bank or the **FACADE ACCESS CONTRACTOR**.

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

This Guarantee shall be valid upto ..... unless extended on demand by The **OWNER**. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees ..... only).

Witness : For and on behalf of the Bank

Name : Designation

Address : Date

**SECTION - 7  
TECHNICAL SPECIFICATION  
FOR  
FACADE ACCESS SYSTEM**

**TIDEL PARK COIMBATORE LTD  
(A JV of TIDCO, ELCOT, TIDEL & STPI)**

**BUILDING COMPLEX OF INFORMATION TECHNOLOGY PARK AT VILANKURICHI (SEZ  
AREA), COIMBATORE  
TENDER FOR**

**SECTION – 7 : FACADE ACCESS SYSTEM - TECHNICAL SPECIFICATIONS**

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## FACADE ACCESS SYSTEM - TECHNICAL SPECIFICATIONS

### 1.0 SCOPE

Supply and installation of Facade Access system covering external façade area, to enable easy access to all parts of the elevation area to facilitate cleaning and maintenance of the proposed state of art, multi-storied high rise building located at Coimbatore. Also, the scope of work covers import, supply, deliver at site and erect the complete system including design, manufacture, testing, commissioning, and train Client's personnel (4 persons) and undertaking of operating and Maintenance operations.

**The system generally comprises the following:**

#### **A. Operating System :**

- Manual Jib Trolley mounted with Swivel on specialized rollers and fitted to the steel track. The trolley must be made of Hot dip galvanized MS frame work and boom of Aluminium alloy sections and must be capable of achieving variable length of outreach with arm length as required and as specified in the BOQ and as per drawing. The ISMB track and supporting brackets must be designed to be mounted on the RC Parapet wall at terrace level.
- Portable Davit made out of Aluminium alloy sections with arm length and boom with required out reach to clean the façade (but not less than 850 mm from the face of facade) and as specified in the BOQ and as per drawing. In general, the Aluminium Davit (pair of Davit) shall be fixed on the parapet mounted hot dip galvanized MS combined brackets (Upper and Lower Brackets) at the required intervals. The brackets must be mounted on M16 SS 316 bolts hardened to A2-70 grade.
- 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.

#### **B. Accessible System :**

- Cradle Standard Cradle with all accessories – 2000 mm long (2 persons), Standard Cradle with all accessories – 1000 mm long (1 persons) and Articulated Cradle with all accessories – 2000 mm long (2 persons) which are locally fabricated with imported, winches, ropes, safety brakes and motors. The winches, safety brakes and motors must comply with EN1808 regulations. The controls and ropes must be of approved make. Cradle shall be constructed with Powder coated Aluminium alloy box section, the flooring shall aluminum tread plate and fitted with necessary accessories, PVC covered foam buffer and soft rubber rollers. Cradle shall be clad with Aluminium or Stainless Steel perforated sheet to a suitable thickness and to the profile with necessary stiffeners and the cradle shall have slewing castors.

- Portable Electro hydraulic Imported Vertical platform with complete system and the working height as specified in Bills of Quantity.

In general, the specification given above are indicative and it is the responsibility of the Tenderers to evaluate the Elevation and its features and providing the façade access system with all accessories with safety systems for accessing entire façade area including projecting surfaces. List of items covered in the Quote shall be attached with tender.

## 2.0 GENERAL

### 2.1 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 sub station 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.

- Structural Glazing with Double / Single Glass – 7,195 Sqm.
- Spider Glazing with fin assembly and support system - 190 Sqm
- 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.
- Glass canopy with articulated bolts – 120 Sqm.
- Granite Cladding on the External Surface - Dry fixing with S.S.Clamps & Anchor bolts – 1,215 Sqm.
- Aluminium Louvers on the Structural Glazing - 810 Sqm.

**Total Façade Area approximately – 19,720 Sqm.**

Cleaning Cycle - 2 Months once average i.e 6 cleaning per year, the cleaning shall be carried out during the defects liability period. In addition, any cleaning is required on a priority basis to meet the special requirement, which shall be carried out as part of the Quoted rate.

### 2.3 DRAWINGS

Drawings showing the terrace floor plans at various levels and indicative details of the systems provided in the Bills of Quantities are enclosed herewith as Tender drawing.

## 2.4 PROVISIONS

- Successful tenderer shall make his own arrangement for water and power from the pre-determined point during the execution of their part of work.
- Tenderer should clearly indicate the construction power requirement in their offer. Water and power utilized by the successful Façade access system agency will be charged on the basis of tariff fixed by the local authority.
- Facilities such as office, storage etc for their respective works shall be arranged by the respective successful tenderer themselves in co-ordination with the PMC.
- Civil works in connection with the installation of the system as part of External façade access system vendor scope.
- However, the Tenderer should clearly indicate the requirement of Minor builder's work and Electrical point / circuit details to erect the system well in advance that has to be carried out by the Civil & Electrical Contractor in coordination with successful façade access agency.

## 2.5 SCOPE OF WORK INCLUDED THE FOLLOWING:

- Complete design and Engineering - Three sets of drawings with loads, Structural calculations to satisfying the design criteria, wind speed etc, and certified by independent agency shall be submitted by the successful Tenderer without which tenderer shall not be allowed for installation of the system.
- List the Imported equipment and sources and Complete list of local equipment with source of supply and Schedule of Transport of materials.
- Installation methodology and system.
- Training scheme including training period and number of personnel to be trained, for the owner's personnel in the operation of the system and in cleaning practices. The successful tenderer have to train employees or designate agencies in the operation and maintenance of the complete system including but not restrict to the Operation of Trolleys / Aluminium Davit / permanent runways, Erection of complete system, Rigging of cradle, Maintenance of motors and other equipment, cleaning operators etc. The training will have to be held at site and tenderer to take responsibility for procuring of Insurance and other safeguards for the designated number of trainees, during the training period.
- All relevant manuals and technical details must be submitted as part of the bid document.
- Inherent safety features in the respective systems and cleaning period, timings and methodology for this building.

### 3.0 CODES AND STANDARDS

Equipments proposed for supply & Installation should comply with British and European Standards (Latest Issues) and it should generally comply with European Standards EN 1808 or equivalent British standards with regard to safety requirements on Suspended Access Equipment, Design Calculations, Stability Criteria, Construction and Tests criteria. The list of codes given below is indicative in nature and is not an exhaustive list, and is given as guidance only.

The tenderer shall indicate the list of codes to conform, which the equipments proposed to be supplied and installed by them.

EN 292-1 and 2	Safety of machinery - Basic concepts general principles for design, Basic terminology, Technical principles & specifications and methodology.
EN 294	Safety of machinery - Safety distances to prevent danger zones being reached by the upper limbs.
EN 418	Emergency stop equipment, functional aspect. Principles for design.
EN 614 / BS 6037	Safety of machinery - Ergonomic design principles - Terminology and general principles.
EN 954 / BS 6037	Safety of machinery - Safety related parts of control systems - General principles for design.
EN 982 / EN 1808	Safety requirements for fluid power system and their components - Hydraulics.
EN 983	Safety requirements for fluid power systems and their components – Pneumatics
EN 60204-1	Safety of machinery - electrical equipment of machine - General requirements.
EN / IEC 60529	Degrees of protection provided by enclosures.
EN 60947-5-1	Low- voltage switchgear and control gear. Control circuit devices and switching elements. Electro mechanical control circuit devices & elements.
EN 280	Mobile elevating work platform - Design calculations, Stability criteria, Construction - Safety, Examinations and Tests.
EN 1050	Safety of machinery - Risk assessments.
CP 118	Structural use of Aluminium.
EN 795	Protection of falls from height.
BS 302/BS 449	Steel for wire rope/Use of Structural steel in system.

### 4.0 DESIGN CRITERIA

- All individual components and complete works shall be designed and erected to comply with the required performance standards.

- The Building and External cladding system are designed to withstand wind pressure of 125 Kg/Sqm. in accordance with requirements of the performance specifications, conforming to IS 875 or its Equivalent British Standard. The proposed systems and Equipments are to be designed to with stand the same wind pressure of 125 Kg/Sqm conforming to relevant IS or it's Equivalent British Standard during operation.
- Allowable deflections of metal framing members at design load are limited to the standards.
- Necessary anchorage system shall be designed to accommodate building construction tolerance of +/-25mm.
- All loading condition including wind load as per IS-875 or its Equivalent British Standard.
- Earthquake resistant design as per IS-1893 or its Equivalent British Standard.

## 5.0 DESIGN PARAMETRES

- Cradle shall be designed to park only at floor and hence provide floor mounted cradle only. If the roof mounted cradle is being proposed, the design should be such that the ropes do not trail over parapet edges and top and also on the top of ACP cladding. However, this is not the preferred option.
- The design should be such that the two or one operators in the Cradle are able to carry out cleaning operation without any additional operator either at the roof level or on the ground floor level to operate the cradle. Ie. Providing and considering the control only at cradle platform.
- All metallic material shall be isolated where the joint positions could lead to electrolytic action or other corrosive deterioration.
- The tenderers should also note that the equipment proposed is to be portable and it shall be easy for transportation of the same at terrace level. The complete design shall be to suit the building requirements for cleaning and maintenance.
- The tenderers should also note that the design should be such that the equipment(s) has / have minimum life of 10 years being a permanent access.
- Periodic inspection / certification as required in the scope of the tenderer, during the warranty period of 24 (twenty four) Months and comprehensive maintenance period of 5 (five) years after defects liability period of 24 months from virtual completion of work should be the responsibility of the successful tenderer. Operation of the system shall be provided at the agreed rates for 7 years from virtual completion of the work.
- The permanent runways shall be provided at the face level of the building as proposed in the façade Drawing/Elevation. Cleaning of the façade areas above the louvers / projections if any shall be carried out by using the trolley / Aluminium Davit and cradle platforms using suitable mechanism.

## 6.0 RESPONSIBILITY FOR DESIGN AND SUITABILITY

- The tenderer shall be responsible for the design of the entire façade access system and shall ensure and undertake that the work will be suitable for their purposes.
- The tenderer shall be responsible to provide fixing and anchoring details pertaining to aluminium davit brackets, horizontal rails and their brackets & other accessories. Pull out test for anchoring of bolts at minimum 2 locations shall be carried out prior to installation of the brackets. Necessary report shall be submitted for review and approval.
- The tenderer shall be responsible to ensure that the shop drawings include all details pertaining to supply and installation of the system confirming to design criteria.
- The tenderer shall indicate in his program the following information relating to the Work.
  - Design and Approval
  - Shop drawing along with sample pertains to the finishes of the material for approval.
  - Post construction site survey and verify with shop drawing approval.
  - Revision of shop drawing if any based on the results of site survey.
  - Laboratory test on materials, if any
  - Materials co-ordination, ordering and delivery
  - Fabrication
  - Installation
  - Inspection, remedial measures
  - Testing & Commissioning.
  - Operation & Maintenance.

## 7.0 SYSTEMS PROPOSED AND MATERIAL SPECIFICATION:

### 7.1 SYSTEMS PROPOSED:

In general the proposed equipments for this project are:

#### 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.

## 7.2. MATERIAL SPECIFICATION.

### A. Accessible System:

#### 1. Manual traversing Jib Trolley running on ISMB Track - Permanent:

Model	: Traverse Trolley / Jib – Swivel type with Head & pin
Material	: Hot Dip Galvanized MS Sections and Aluminium Alloy sections
Source	: Locally fabricated.
Finish	: Aluminium – Silver anodized Finish.
Base & Frame	: <b>Hot Dip Galvanized MS Sections.</b>
Boom	: <b>Aluminium Alloy sections</b>
Type	: Permanent type
Horizontal Traverse	: Manual on Specialized rollers fitted to the Track.
Length of Cantilever	: As per drawing.
Length of out reach	: As per drawing.
Height of Trolley	: Please indicate the height considered in the bid. Minimum clearance from parapet top shall be 400 to 500 mm.
Support system	: Hot Dip Galvanized Bracket with ISMB of required size to operate manual trolley track at top and bottom.
Anchoring system	: SS 316 grade Anchor fastener or Chemical Fastener to suitable Dia and size of Hilti or approved equivalent make. The fasteners must be hardened to A2-70 grade.
Cradle and Safe working load.	: Weight of Cradle (2M) – Standard/Articulated model to carry 2 persons plus 50 Kg additional loads – Total load approximately would be 1000 Kg and confirming to EN 1808 standards. Weight of cradle shall be provided by the tenderer in the bid.
Components	: Pivoting Safety stops and Safety Harness Anchoring point. Remove Lifting Bracket and Arm transporting wheel. Manual hoist with Handle. Lifting With Rope. Traversing trolley - Swivel suspension anchor bracket. Lifting Bracket anchor Pin and Mast anchor pin.

#### 2. Aluminium Davit on the Parapet mounted Bracket – Portable:

Model	: Aluminium Alloy Davit – Portable type - OD 172 x 10 mm thick pipe, Temper T5- Sec 8064.
Material	: Aluminium Alloy sections - AA6351 and Hot Dip Galvanized MS brackets.
Source	: Locally fabricated.
Finish	: Aluminium – Mill Finish.
Frame	: <b>Aluminium Alloy sections</b>
Base	: <b>Sealed fabricated Mild steel hot dip galvanized.</b>
Support arm and Davit	: <b>Aluminium Alloy sections</b>
Type	: Portable type - Top slewing, 360 Deg Rotating Type.
Height of support arm	: 1250 to 1500 mm from lower bracket or as desired by the tenderer. Please indicate the height considered in the bid. Minimum clearance from parapet top shall be 400 to 500

Out reach of the Davit	:	mm. 850 mm from the face of parapet wall or as desired by the Tenderer. Please indicate the out reach considered in the bid.
Support system	:	Hot Dip Galvanized Bracket mounted on soffit at desired height with required base plate. Indicate the reactions of each support. Confirming the tender drawing.
Anchoring system	:	SS 316 grade Anchor fastener or Chemical Fastener to suitable Dia and size of Hilti or approved equivalent make. The fasteners must be hardened to A2-70 grade.
Cradle and Safe working load.	:	Weight of Cradle (2M) – Standard/Articulated model to carry 2 persons plus 50 Kg additional loads – Total load approximately would be 1000 Kg and confirming to EN 1808 standards. Weight of cradle shall be provided by the tenderer in the bid.
Components	:	Mast mounting pin Brake supports bush Brake Handle Pin for Rope movement Boom Holding shaft Inner casting Plate Holding stud S.Bou 50 OD x 40 long Aluminium flange 152 Dia x 10 mm thick P.U.Roller - SAS series with bearing capacity 550 kg Rode for Traveling roller

### 3. Permanent Track System or Runways:

Model & Type	:	Permanent Face / Soffit mounted track system or runways with an aluminum rail and with one or two manual traversing trolleys by endless rope with end stops and with required bends and installed with Hot dip Galvanized steel brackets soffit mounted at required intervals including end stops and anchor bolts.
Material	:	Aluminium extruded sections with Protection to Aluminium
Source	:	Locally fabricated.
Finish	:	Aluminium – Silver anodized Finish.
Size	:	Approximately 133 x 52 mm or as desired by the tenderers. Type & Grade shall be 6005 A 151. Please mention the size considered for runway in the bid.
Weight	:	6.00 to 6.50 Kg per metre run (Minimum) or as desired by the tenderers. Please mention the weight considered for runway in the bid.
Limit of Elasticity	:	Re > 160 Mpa.
Breaking Strain	:	Rm > 200 Mpa.
Standard Elasticity	:	E = 69500 Mpa.

Thermal Expansion.	:	23 10 E – 06 / Deg.C
Bending	:	Upto 90 Deg.
Cradle and Safe working load.	:	Weight of Cradle (2M) – Standard/Articulated model to carry 2 persons plus 50 Kg additional loads – Total load approximately would be 1000 Kg and confirming to EN 1808 standards. Weight of cradle shall be provided by the tenderer in the bid.
Safety	:	Over speed safety brakes capable of taking 100% designed load shall be provided.
Support system	:	Hot dip galvanized Brackets with Base plate at required Intervals with a suspended load of 500 Kg and the deflection of the rail under an ultimate load shall be less than 1/ 400 th of span. For curves brackets are to be positioned according to the site requirements.
Anchoring system	:	SS 316 grade Anchor fastener or Chemical Fastener to suitable Dia and size of Hilti or approved equivalent make. All fasteners must be hardened to A2-70 grade.
Rail connections	:	Either with two steel bolts bolted on the surface of the two rails or two steel bars inserted inside the two rails to connect and bolted together and according to the design requirements.
Traverse Trolley	:	One or two (Manual – Moving either with free moving or by endless rope drive) are to be provided on the track as specified in the Bills of materials. The trolley / rollers should be removable.
Components	:	In case of power failure cradle should be possible for operator to winch back to safety. Safety trip bar on under side of the cradle with micro switch. Micro switch on upper side of the cradle with striking plates. All other necessary accessories.

## B. Operating System:

### 1. Articulated Cradle platform – 2 Metre Long:

Model & Type	:	Articulated Modular Platform with powered hoists with 3 phases - 415 V, 50 c/s, 5 wire power supply.
Size of Cradle	:	Heavy duty Model with over all dimension of 2300 mm and width of 700mm (Inside) Minimum and to be fitted with frame stirrups.
Construction	:	Fabricated with Aluminium box section with necessary hot dip Galvanized frames and stiffeners with Aluminium chequered plate flooring with toe board on all four sides. Platform shall have PVC covered foam buffering and rubber rollers of heavy duty, provided with slewing – 2 no and fixed position castors – 2 set. Paneling shall have Aluminium Perforated sheet – 2 mm thick to full height.

		Guard rails shall have a minimum height of 1000 mm High and all as per Manufacturers specification and according to the design standards.
Material	:	Aluminium box sections, perforated panels and Hot dip galvanized MS.
Finish	:	Aluminium – Silver anodized finish. MS work – Epoxy based PU painted.
Capacity	:	Personnel lifting as per standards and according to EN 1088.
Speed of operation	:	8M / Min and according to the Manufacturers specification and design standards.
Cradle and Safe working load.	:	Weight of Cradle (2M) – Articulated model to carry 2 persons plus additional loads – Total load approximately would be 600 Kg and confirming to EN 1808 standards.
Safe working Load (Live Load)	:	2 persons plus 50 to 60 Kg additional loads – Total load approximately would be 250 Kg and confirming to EN 1808 standards.
Design load	:	Total load should be safe working load + live load.
Power Supply & Cable	:	Metal clad plug and socket out let 5 pin – 415 V, 3 phase, 50 HZ, 20 Amps. (Builder Scope) PVC copper flexible cable 6 core x 2.5 Sq mm as per required length (Façade Access system vendor scope).
Traction Hoist / winch	:	Imported power winches of Power Climber make or approved equivalent make and capacity not less than 500 kg each.
Motors for winch	:	Winched are fitted with Imported motors of capacity not less than 1500 or 3000 RPM and all according to design parameters, to lift 500 Kg minimum on each winch or load on each winch shall be based on total design load, wherever is higher - Powered Heavy Model with 3 Phase – 415 V, 50 HZ supply and to satisfy IP 55 construction.
Location of wire rope and winch	:	To be housed in the Cradle.
Wire Rope	:	Imported make wire ropes according to the design standards and shall be provided with: Main Suspension ropes – 2 Nos of required capacity. Secondary (Safety) suspension rope - 2 Nos of required capacity. Factor of safety – 1/8 according to EN 1088.
Type	:	Suitable for 8.3 mm dia, 6 x 19 mm / 0.260 Kg/M ropes – Indicative
Material	:	Corrosion protected Galvanized.
Finish	:	IP 55 protection.
Accessories	:	Thermal overload protection for motors. Interlocked over speed device.
Rope Reeving (Slack Free)	:	Provide torque limiters for Rope winding / unwinding on to power reelers fitted below the winches for both, main suspension and secondary safety wire for slack free reeving.

Controls	:	Central control in the cradle for traction hoists with IP 55 protection, Main Switch, Phase Protection & Push Buttons and according to EN 1088.
Components and Safety device	:	<p>Fail-safe primary brake positively locked with power switch in off position.</p> <p>Emergency descent at controlled speed in case of power failure by operating primary brake lever.</p> <p>Automatic trip device (fitted underside of cradle) to operate in case of cradle meeting obstructions during descent.</p> <p>Block stop Anti-fall safety device.</p> <p>Upper limit switch's to halt the ascent at predetermined height.</p> <p>Cradle fitted with safety harness anchorages.</p> <p>Bottom Trip Bar with limit switches.</p> <p>Power Winch with Motors.</p> <p>Galvanized wire ropes</p> <p>Castors</p> <p>Anti - collision Bars</p> <p>Central control Box.</p> <p>All safety devices.</p> <p>Motorized wire rope Reelers.</p> <p>Over load Devices.</p> <p>Upper and final limit switch.</p> <p>Guide Rollers.</p> <p>Electrical cable to the required length.</p> <p>Fixing Flexible sleeve for electrical cable.</p> <p>Electrical cable box.</p> <p>Foam buffer plate on the facade side of the Cradle.</p> <p>Two number safety anchorage points</p> <p>Water tank.</p>

## 2. Standard Cradle platform – 2 Metre long & 1 Metre long:

Model & Type	:	Standard Model Platform with powered hoists with 3 phases - 415 V, 50 c/s, 5 wire power supply.
Size of Cradle	:	<p><b>2 Metre Long:</b> Heavy duty Model with over all dimension of 2300 mm and width of 700 mm (Inside) Minimum and to be fitted with frame stirrups.</p> <p><b>1 Metre Long:</b> Heavy duty Model with over all dimension of 1200 mm and width of 700 mm (Inside) Minimum and to be fitted with frame stirrups.</p>
Construction	:	<p>Fabricated with Aluminium box section with necessary hot dip Galvanized frames and stiffeners with Aluminium chequered plate flooring with toe board on all four sides.</p> <p>Platform shall have PVC covered foam buffering and rubber rollers of heavy duty, provided with slewing – 2 no and fixed position castors – 2 set.</p> <p>Paneling shall have Aluminium Perforated sheet – 2 mm thick to full height.</p> <p>Guard rails shall have a minimum height of 1000 mm High and all as per Manufacturers specification and according to the design standards.</p>

Material	:	Aluminium box sections, perforated panels and Hot dip galvanized MS.
Finish	:	Aluminium – Silver anodized finish. MS work – Epoxy based PU painted.
Capacity	:	Personnel lifting as per standards and according to EN 1088.
Speed of operation	:	8 M / Minutes and according to the Manufacturers specification and design standards.
Cradle and Safe working load.	:	<b>2 Metre Long:</b> Weight of Cradle (2M) - Standard model to carry 2 persons plus additional loads - Total load approximately would be 1000 Kg and confirming to EN 1808 standards. <b>1 Metre Long:</b> Weight of Cradle (1M) - Standard model to carry 1 persons plus additional loads - Total load approximately would be 500 Kg and confirming to EN 1808 standards.
Safe working Load (Live Load)	:	<b>2 Metre Long:</b> 2 persons plus 50 to 60 Kg additional loads - Total load approximately would be 250 Kg and confirming to EN 1808 standards. <b>1 Metre Long:</b> 1 persons plus 30 to 40 Kg additional loads - Total load approximately would be 130 Kg and confirming to EN 1808 standards.
Design load	:	Total load should be safe working load + live load.
Power Supply & Cable	:	Metal clad plug and socket out let 5 pin – 415 V, 3 phase, 50 HZ, 20 Amps. (Builder Scope) PVC copper flexible cable 6 core x 2.5 Sq mm as per required length (Façade Access system vendor scope).
Traction Hoist / winch	:	Imported power winches of Power Climber make or approved equivalent make and capacity not less than 500 kg each. 2 nos for 2 metre platform and 1 no for 1 Metre platform.
Location of wire rope and winch	:	To be housed in the Cradle.
Motors for winch	:	<b>2 Metre Long:</b> Winched are fitted with Imported motors of capacity not less than 1500 or 3000 RPM and all according to design parameters, to lift 500 Kg minimum on each winch - Powered Heavy Model with 3 Phase - 415 V, 50 HZ supply and to satisfy IP 55 construction.
Wire Rope	:	Imported make wire ropes according to the design standards and shall be provided with: Main Suspension ropes - 2 Nos of required capacity. Secondary, suspension rope - 2 Nos of required capacity. Factor of safety – 1/ 8 according to EN 1088.
Type	:	Suitable for 8.3 mm dia, 6x19 mm/0.260 Kg/M ropes - Indicative
Material	:	Corrosion protected Galvanized.
Finish	:	IP 55 protection.
Accessories	:	Thermal overload protection for motors. Interlocked over speed device.

Rope Reeling (Slack Free)	:	Provide torque limiters for Rope winding / unwinding on to power reelers fitted below the winches for both, main suspension and secondary safety wire for slack free reeling.
Controls	:	Central control in the cradle for traction hoists with IP 55 protection, Main Switch, Phase Protection & Push Buttons and according to EN 1088.
Components and Safety device	:	<p>Fail-safe primary brake positively locked with power switch in off position.</p> <p>Emergency descent at controlled speed in case of power failure by operating primary brake lever.</p> <p>Automatic trip device (fitted underside of cradle) to operate in case of cradle meeting obstructions during descent.</p> <p>Block stop Anti-fall safety device.</p> <p>Upper limit switch's to halt the ascent at predetermined height.</p> <p>Cradle fitted with safety harness anchorages.</p> <p>Bottom Trip Bar with limit switches.</p> <p>Power Winch with Motors.</p> <p>Galvanized wire ropes</p> <p>Castors and Anti - collision Bars</p> <p>Central control Box and Motorized wire rope reelers.</p> <p>Over load Devices.</p> <p>Upper and final limit switch.</p> <p>Guide Rollers.</p> <p>Electrical cable to the required length.</p> <p>Fixing Flexible sleeve for electrical cable.</p> <p>Electrical cable box.</p> <p>Foam buffer plate on the facade side of the Cradle.</p> <p>Two number safety anchorage points</p> <p>Water tank.</p>

### 3. Electro hydraulic vertical platform – 16 M working height:

Model & Type	:	Electro hydraulic vertical working platform with working height of 16 Metre with runs on 1.5 KW 220 V power supply of approved make.
Working Height	:	16 M
Height of Platform	:	14 M
Closed Height	:	3 M
Lifting Capacity	:	215 to 225 Kg
Cage size	:	110 x 1600 x 780 Cm.
Base area for single operator	:	106cm x 66cm
Driving System	:	Standard and as per standards and according to EN 1088.

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Safe working Load (Live Load)	:	<b>1.5 Metre Long:</b> 2 persons plus 30 to 40 Kg additional loads - Total load approximately would be 200 Kg and confirming to EN 1808 standards.
Power Supply & Cable	:	Metal clad plug and socket out let 5 pin – 415 V, 3 phase, 50 HZ, 20 Amps (Façade Access system vendor scope) PVC copper flexible cable 6 core x 2.5 Sq mm as per required length (Façade Access system vendor scope)
Controls	:	Central control in the platform for traction hoists with IP 55 protection, Main Switch, Phase Protection & Push Buttons and according to EN 1088.
Components and Safety device	:	Vibration Reduction System Chain Control System Inserted Control System Mobile 24V power kit including 2 batteries 1 battery charger

## 8.0 ORDERING AND DELIVERY.

- Before the commencement of any fabrication or ordering of any materials, goods or works, tenderer shall be required to submit for approval, shop drawings, samples, etc. of all relevant details as to materials, sizes, construction and all other details and information as required.
- Any item of work that is any way damaged either upon its arrival on site or while being carried, fixed or placed thereon will be removed forthwith by the successful tenderer and replacement of identical specification provided without delay.

## 9.0 SAMPLES

- All samples shall be supplied by the tenderer with in the quoted rates. Samples shall be submitted for approval well in advance of the date, the particular work involving the use of materials for which samples are submitted is scheduled to begin.
- The work shall be in accordance with the approved samples and according to the bills of materials.

## 10.0 SOURCES

- The Tenderer shall submit the name of the suppliers for the following item along with the shop drawings and samples, if required.

## 11.0 TESTS

- The tenderer has to arrange all testing required with regard to this work with in the quoted rates, at such test laboratories as approved by the Architect.
- Tests of aluminium / Hot Dip Galvanised materials shall be conducted in accordance with International codes and test certificates should be produced for approval. Correct defects revealed by tests including retest on corrected work to determine effectiveness of remedial measure at no extra cost.

## 12.0 SHOP DRAWING

The Tenderer shall submit shop drawings clearly indicate the relationship of the system to the structure, mechanical and electrical system. They shall show the arrangement of components, the sequence and details of fabrication, assembly and installation of components.

### Shop drawings shall include the following:

- Jointing techniques show relative position of all adjacent walls, beams, columns, and slabs, all correctly dimensioned.
- Full size details including isometric drawing of the system and jointing methods. Materials, type, size, location and spacing of all screws, bolts, weld, anchoring devices and accessories.
- The Tenderer shall submit a fully detailed program for the presentation of shop drawings to the Employer/PMC/Architect for approval, and in no case shall the Tenderer proceed with any position of these works without approved shop drawings. The shop drawings shall include instructions and explanatory details for the sequence of fabrication, assembly, erection and installation of all materials.
- The Tenderer shall review and submit all shop drawings in a sequence consistent with sequence of erection, installation or assembly of the various elements of the work. He shall be deemed to have determined and verified all materials, site measurements and construction criteria related thereto and to have checked the shop drawings for complete dimensional accuracy.
- Any approval by the Employer/PMC/Architect of the Tenderer shop drawings shall not relieve the Tenderer of his responsibility for any deviation from the requirements of the Contract unless successful tenderer has specifically informed the Employer/PMC/Architect in writing of such deviation at the time of submission and Employer/PMC/Architect has given written approval to the specific deviation.
- The Tenderer shall be required to submit to the Employer/PMC/Architect three sets of prints of all shop drawings. Further four sets of approved shop drawings shall be submitted to the Employer/PMC/Architect for reference and record.

## 13.0 FABRICATION

- Entire system / Works shall be fabricated at works in accordance with the approved shop drawings and samples.
- Fabrication shall be done true to the drawings to correspond to the finished openings at the site, the sections cut to lengths to suit, mired at the corners, to true right angles with joints made neatly to hair lines, with concealed fasteners, wherever possible joints shall be made in concealed locations.

#### 14.0 INSTALLATION

- The units shall be factory built to precision, alignment, dimensional accuracy and strength.
- The interlocking members shall be accurately manufactured to close tolerances to ensure tight fit of the mating interlock profiles.
- Field connections may be made with concealed screws, self tapping or other approved fasteners or may be made with weld due precautions being taken to avoid altogether distortion / discoloration of the finish.
- Faces / Parts coming into contact with masonry in the construction shall before shipment to the site be given a heavy coat of alkali resistance bitumen paint. Aluminium coming in contact with other incompatible metals shall be given similarly a thick coat of Zinc Chromate primer.
- Scaffolding, working platform, formwork shall be provided by the tenderer for their own work within the quoted rates. Type and method of scaffolding he intends to use; incorporating therein shall be provided for approved by Employer/PMC/Architect.

#### 15.0 REJECTION

If, at the time and place agreed in accordance with sub-clause (Removal of improper work, Materials) the materials are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this clause, the Employer/PMC/Architect determines that the materials are defective or otherwise not in accordance with the Contract, he may reject the materials and shall notify the Tenderer thereof immediately. The Tenderer shall then promptly make good the defect or ensure that rejected materials comply with the Contract. If the Employer/PMC/Architect so requests, the tests, of rejected materials shall be made or repeated under the same terms and conditions. All costs incurred by the Employer/PMC/Architect by the repetition of the tests shall be recoverable from the tenderer by the Employer/PMC/Architect and may be deducted from any monies due or to become due to the tenderers.

#### 16.0 EXAMINATION OF WORK BEFORE COVERING UP

No part of the works shall be installed, covered up or put out of view without the approval of the Employer/PMC/Architect and the tenderer shall afford full opportunity for the Employer/PMC/Architect to examine and measure any such part of the works which is about to be covered unto or put out of view and to examine foundations before any part of the works is placed thereon. The Tenderer shall give reasonable notice to the Employer/PMC/Architect, whenever any such part of the works are ready or about or be ready for examination and the Employer/PMC/Architect shall, without unreasonable delay, unless he considers it unnecessary and advises the tenderer accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations. Where the works involve more than one stage / process, the Tenderer shall give notice when each stage / process is ready to enable inspection by the Employer/PMC/Architect.

**17.0 REMOVAL OF IMPROPER WORK, MATERIALS**

Any materials and / or works that, in the opinion of the Employer/PMC/Architect, are not in accordance with the specification, shop drawings and instructions shall be removed from the site immediately. Correct defects in materials revealed by test including retest on corrected works to determine effectiveness of remedial measures.

**18.0 CLEANING**

On virtual completion and on receiving instructions from the Employer/PMC, the Tenderer shall remove all protective coverings, if any.

**19.0 AS BUILT DRAWINGS & MAINTENANCE MANUAL**

The tenderer shall prepare as built drawing and maintenance manual in accordance with International Standards. Three copies of maintenance manual and as-Built drawings must be handed over to the Employer/PMC/Architect within four weeks from virtual completion of work.

**20.0 GUARANTEE**

The tenderers should also note that the design should be such that the equipment(s) has / have minimum life of 10 years being a permanent access. The tenderer shall furnish performance guarantee for the entire system and related materials against defects in materials and workmanship for a period of 1 year from the date of virtual completion.

**21.0 MODE OF MEASUREMENTS**

Unless noted otherwise in the bills of materials, the method of measurements shall be generally in accordance with IS 1200 or its Equivalent British standard.

**Place:**

**Signature of the Tenderer**

**Date:**