

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

INTERIOR FIT-OUT AND FURNISHING WORKS
IN THE BUILDING COMPLEX OF INFORMATION TECHNOLOGY PARK
AT VILLANKURICHI (SEZ AREA), COIMBATORE

DUE DATE FOR SUBMISSION: ON OR BEFORE 26th 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
No.10, Karpagambal Nagar,
Mylapore, Chennai- 600 004 – INDIA
Tel No: 044-24991676 (4 lines)
Fax No: 044-24991318

OWNER'S 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 BUILDING AT VILLANKURICHI SEZ, COIMBATORE

TENDER FOR

INTERIOR FITOUT AND FURNISHING WORKS

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TIDEL PARK COIMBATORE LTD.

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

Notice Inviting competitive Tender for

INTERIOR FITOUT AND FURNISHING WORKS 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 Interior fitout and furnishing Works, 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 and capability in execution of Interior and related works. Supporting Documents such as Annual report, Client's completion certificates for at least one Interior Project executed in each year should be furnished as per the prescribed format – 1.
- (b) Should have an annual turnover of Rs.6 Crores (Six Crores) in Interior Works during any of the past three financial years.
- (c) Shall produce Banker's solvency Certificate of the value of Rs.120 Lakhs, obtained not earlier than three months from the last date for submission of tender as per format-2.
- (d) Should have executed interior works of the value of Rs.500 Lakhs in a single work or Rs.300 Lakhs each in two works during the past three years.
- (e) Contractor or his identified Sub-contractor, shall have valid Electrical License issued by Statutory Authorities.

1. Salient features:

Name of work	Providing Interior Fit out & Furnishing works in the Building Complex of Information Technology Park at Villankurichi (SEZ Area) Coimbatore (3 basements + G + 4 upper floors).
Approximate value of works	Rs.600 Lakhs
Period of Completion for Interior and Electrical works	10 Weeks.

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.6,00,000/- (Six Lakhs only) by Demand Draft or Bank Guarantee valid for 6 months.
(d) Pre-bid Meeting	12.00 Noon on 9 th March, 2010
(e) Last date for submission of bids	3.00 P.M. on 26 th March.,2010
(f) Opening of Technical Bid	4-00 P.M. on 26 th 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, www.elcot.com & 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; tidel@vsnl.com

TIDEL PARK COIMBATORE LIMITED**CONSTRUCTION OF INFORMATION TECHNOLOGY PARK
AT VILLANKURICHI SEZ, COIMBATORE****Providing Interior Fit-out and Furnishing 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 Providing Interior fit-out and furnishing works for their Information Technology park building at Villankurichi Special Economic Zone., Coimbatore.
- 2) The prescribed forms can be obtained from the office of TPCL, No.4, Rajiv Gandhi Salai, Taramani, Chennai - 600 113 on non-refundable payment of Rs.15,600/- (Rupees 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 same address addressed to TPCL not later than 15-00 Hours on 26th March, 2010 and Technical Bids will be opened on the same day at 16-00 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 Providing Interior Works consists of providing False ceilings, Granite cladding, Partitions, Furniture ,internal electrification etc., including rectifying defects and replacing material with new, absolutely free for a maintenance period of one year after handing over..
- 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.Tenderer should also refer para11 below while quoting the rates.
- 7) All pages of the Bid must be initialed by authorised signatory, and authority for signing the Bid must be produced in the case of partnership company, Limited Company. 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 bidder 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 bidder subject nevertheless to the rights of TPCL to call for clarifications and negotiations with the Lowest Bidder before the award of work and to split the work among two or more contractors.

- 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** 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, Architects/Owner's 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 bidder or to reject any application or to cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever. Only the price bids of pre-qualified Tenderers will be opened for consideration.
- 19) ***TPCL reserves the right to split and award the works to any Bidder/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 :

- 1) The Bidder should be a well-established company/contractor with minimum five years experience and capability in execution of Interior and related works. Supporting Documents such as Annual report, Client's completion certificates for at least one Interior Project executed in each year should be furnished as per the prescribed format – 1.
- 2) Should have an annual turnover of Rs.6 Crores (Six Crores) in Interior Works during any of the past three financial years.
- 3) Shall produce Banker's solvency Certificate of the value of Rs.120 Lakhs, obtained not earlier than three months from the last date for submission of tender as per format-2.
- 4) Should have executed interior works of the value of Rs.500 Lakhs in a single work or Rs.300 Lakhs each in two works during the past three years.
- 5) Contractor or his identified Sub-contractor shall have valid Electrical License issued by Statutory Authorities.

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 Bidder for further evaluations. However the decision of the Owner is the final.

* * * * *

Format No.1

PRE-QUALIFICATION CRITERIA

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

- i. The Bidder should be a well-established Interior Works Manufacturer/Contractor with minimum five years experience and capability in execution of Interior works.
- ii. Should have an annual turnover of Rs.600 Lakhs during any of the past three 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 Interior works					
3.	List of Major Interior works completed and value during each year a) b) c) d) e)					
4.	Name and value of Operation & Maintenance works carried out with respect to Interior works a) b) c) d) e)					
5.	Manpower engaged (Average) by the company with respect to Interior work for One year.					

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

- (i) 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).
- (ii) Memorandum / Articles of the company.
- (iii) Auditor certificates to establish annual turnover for Interior works during the Last 3 (Three) years (with respect to Sl.No.2).
- (iv) Client's completion certificates for at least one Interior Project 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,

forBank

Bank Officer with designation

Pre-Qualification Criteria

Should have executed interior works of the value of Rs.500 Lakhs in a single work or Rs.300 lakhs each in two works during any one of the past three years

Sl.No.	Description	1st Project	2nd Project
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.

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 Interior works – Construction of IT Park at Coimbatore
by
TIDEL Park Coimbatore Ltd – Withdrawal of conditions - reg.

We hereby confirm that our offer for Interior fit-out and furnishing 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 selection of tender Interior 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 Bidder 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)	Registration with TNEB : Appropriate class of License to execute the type and value of this work. Details. (Regn..of the Contractor or his Electrical Subcontractor with name of Subcontractor))	
6)	Income Tax Registration no. and Sales tax Registration no; Service Tax Registration No..	
7)	a) Adequate and satisfactory evidence to indicate financial capacity of the organisation to undertake the said work of providing Interior works , with names of Bankers and their addresses.	
	b) Enclose Annual report / Balance sheet and P & L statements for the past three years.	
	c) Current Solvency certificate as called for.	
	d) Banker's overdrafts and credit facilities available.	
8)	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.	

9)	Bidder to enclose Organisation Chart and a list of employees, with their qualifications, Age, years of professional experience and experience in your company (Enclose separately.)	
10)	Curriculum Vitae of two key personnel to be in charge of this work at site.(Enclose separately)	
11)	Are you a Recipient of any Award in appreciation of your work?	
12)	Any special information, which you may like to provide.	
13)	Are there any litigation against the company? State Yes / No	
14)	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 bidder in the above statements without any prejudice to the terms and conditions of the Contract. The bidder is deemed to have given his consent for the right of verification by **TPCL** when the bidder submits the above statements.
2. If it comes to the notice of the Client that the bidder has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the bidder, **TPCL** reserves the right to nullify the pre-qualification and to disqualify the bidder. If such information becomes available to **TPCL** prior to issue of Letter of Intent, the bidder will be disqualified and will not be considered for award of work, even though the bidder is L1. If such information comes to the knowledge of **TPCL** after the award of work, **TPCL** reserves the right to terminate the Contract unilaterally at the total cost and risk of the bidder and such action would include but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. **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 Bidder, who has been terminated.

Signature of the Bidder

SECTION 3: Additional Conditions and Commercial Terms

- 1 **Earnest Money Deposit** The Tenderers shall enclose E.M.D. of Rs.6,00,000 Lakhs (**Rupees Six Lakhs 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 bidder on production of Performance Guarantee.
- 2 The **Letter of Award (LOA)** of the bid sent to the successful bidder 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 bidder (hereinafter referred to as 'Contractor') shall commence the work within 10 days, and complete the work within ten weeks.
- 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 **INTERIOR WORKS 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 Advances:** 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 1st bill on onwards.
6. **Date of Completion:** The date on which the works have been virtually completed and as certified by Architects/Owner's Engineer.
7. **Defects Liability Period (DLP) :** (Which shall also be free maintenance period) shall be twelve months from the date of virtual completion certificate or till all the defects have been rectified and so certified by the Architects/Owner's Engineer, 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; Architect'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 as all materials; tools and tackles; water and power; and all labour required for finished work and maintenance for one year period after completion of work; all taxes and fees to be paid to local authorities or Government; other than the taxes, duties and Levies to which TIDEL 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. 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 **Interior Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **Owner**. The **Interior Contractor** will only be paid for the actual quantity of works done payable at the accepted unit rates.

13. **Assignment or giving on sub-contract**

The Contractor shall not without the written consent of the Architect/Owner's Engineer assign the whole or any part of the Contract, and shall not without the written consent of the Architect/Owner's Engineer (which consent shall not be unreasonably withheld to the prejudice of the Contractor) be given on sub-contract any portion of the work.

14. **Direct Sub Contractor (DSC)**

There is no bar on the Interior Contractor executing DSC works directly subject to prior approval of TPCL.

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

(b) Name of the agency for each work shall be proposed within 10 days after issue of LOA with the details of scope, experience, financial standing etc. Such sub-agencies shall be called Direct Sub Contractors. The Owner/Architect/Owner's Engineer will have the right to call for additional information as may be required to assess the capability of Direct Sub Contractors or even to inspect their previous works for fully satisfying themselves on the performance of the Direct Sub Contractors. The Owner, thereafter will convey their approval to the Interior Contractor for selection of Direct Sub Contractors, minimum being one number per trade or in the event of a special need for engaging more than one such

specialist, upto a maximum of three in each trade. The Bidder shall engage only such approved Direct Sub Contractor/s. If Owner / Architect /OWNER'S ENGINEER is not satisfied with the capacity and experience of the Direct Sub Contractor proposed by the Interior Contractor, the Owner/Architect shall have the right to nominate an agency / agencies of their choice whom the Interior Contractor shall be bound to engage forthwith. The decision of the Owner / Architect / OWNER'S ENGINEER in identifying and selection of Direct Sub Contractor shall be final and binding on the Interior Contractor. If during execution, the performance of any such Direct Sub Contractor is found to be unsatisfactory, the Owner shall reserve the right to order termination of such Direct Sub Contractor and nominate alternative agency to continue the works. The Interior Contractor shall comply with such instructions promptly and effectively. However In all cases, quoted rates shall remain firm and there shall be no extra cost implication to the Owner.

- (c) All the terms and conditions under this Contract shall be equally enforceable on the Direct Sub Contractor for each trade and accordingly the interior Contractor shall have a tie up with each of the Direct Sub-Contractors.
- (d) Architect / OWNER'S ENGINEER / TPCL and his representative shall have right of access to the workshops and other places of the Direct Sub-Contractor.

15. 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..

- 16 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 20 below.
- 17. 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 thirty working days 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 clients

18. **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 **Interior Contractor**, 10% of the value of the work done will be deducted by the **Owner** from each payment to be made to the **Interior 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.
19. **Final Bill** should be submitted by the Contractor within two months of completion of work, which will be certified by Architects/Owner's Engineer 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/Owner's Engineer.
20. **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.
21. **Rate of Interest for monies retained by TPCL:** NIL
22. **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**.
23. **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/ **TPCL** shall be final.
24. **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.23 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.

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

26. 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's Engineer, 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.

27 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**.

28. 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**.

29. 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.

30. 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.

31. 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 MEASURES:**Compliance of Safety Code :**

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

Safety Code and Safety Rules

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.

* * * * *

TIDEL PARK COIMBATORE LIMITED

SECTION -4 : 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 9.5acres 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 Tamilnadu, vide Letter No. F2/S/2006-EPZ dated 16th June, 2006 and subsequently Ministry of commerce & Industry, Govt of India notified the following areas at Villankurichi Village, Coimbatore North Taluq, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564 (E) dated 11th 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

Sl.No.	Survey No.	Area(in Hectares)
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
	Total	11.76

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 Taluq, 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, Cess & surcharge cess, 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 of 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 10th 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 exemptions 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 bidder 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 bidder 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 Bidder
with date and seal**

SECTION - 5

BID FORM

To

The Chairman**M/s. TIDEL PARK COIMBATORE LIMITED,**

First Floor, TIDEL Park

N0.4, 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 Interior Fit Out & Furnishing works in the construction of Information Technology Park Building complex at Special Economic Zone at Villankurichi, COIMBATORE. |
| (b) | Earnest money | : | Rs.6,00,000/- (Rupees Six Lakhs 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., |
| (c) | Percentage to be deducted from bills towards (retention money) | : | 10% (Ten Percent) of the value of work billed, subject to maximum of 5% of contract value. |
| (d) | 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 days from the date of issue of Letter of Award. |
| (e) | Time allowed from date of commencement for completion of the work including installation of all services, testing, commissioning and handing over | : | 10 (Ten weeks) |

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 Interior Contractor under our own responsibility as and when inducted by the Owner.
4. I/We have deposited a sum of Rs.6,00,000/- (Rupees Six Lakhs only) 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. I/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 the Bidder

(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 " Interior 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 16th June, 2006 and subsequently Ministry of commerce & Industry, Govt of India notified the following areas at Vilankurichi Village, Coimbatore North Taluk, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564 (E) dated 11th 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

Sl.No.	Survey No.	Area(in Hectares)
9.	465/5	0.12
10.	466/4	0.09
	Total	11.76

➤ **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 Vilankurichi 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 Interior fit-out and Furnishing works 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**, 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 "**Interior 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 "**Interior 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 **Interior 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 **Interior 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 Engineer** 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 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 Interior Fit-out and Furnishing works in the construction of Information Park Building at Villankurichi SEZ, Coimbatore,. The **Interior 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 **Interior 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 **Interior Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **Owner**. The **Interior Contractor** will only be paid for the actual quantity of works done payable at the accepted unit rates.
9. All differences and disputes arising between TPCL, and the Interior 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 **Interior Contractor** hereby agrees to commence the work within a period of seven 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 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 **Interior Contractor** and fully understood by the **Interior Contractor**.

Signature Clause

TPCL,

Interior Contractor

Signed and Delivered By	.....	.....
Name & Designation	.....	.....
Address	.....	.....

WITNESSES :

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 **Interior 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 **Interior 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 **Interior Contractor(s)**") from the demand under the terms and conditions of an Agreement No. For the work of Providing Interior 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 **Interior Contractor** of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for RS.. (Rupees.. only). We the (Name of the Bank) having our Head Office at and having branch at referred to as "the Bank" at the request of M/s. **Interior Contractor(S)** do hereby undertake to pay to 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 **Interior Contractor(s)**. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding RS... (Rupees.. only).

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

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

4. We (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 **Interior 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 **Interior 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 **Interior Contractor(s)** and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Interior Contractor(s)** or for any forbearance act or omission on the part of the TPCL, or any indulgence by the

(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 **Interior 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 **INTERIOR CONTRACTOR**" which expression shall unless the context required otherwise include its successors and assigns) for the **WORK** of construction of, **Chennai**, by "the said **INTERIOR 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 **INTERIOR 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 **INTERIOR 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 **INTERIOR 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 **INTERIOR 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 **INTERIOR 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

**(A) TECHNICAL SPECIFICATION
FOR
INTERIOR WORKS**

TIDEL PARK COIMBATORE LIMITED

CONSTRUCTION OF INFORMATION TECHNOLOGY PARK
AT VILLANKURICHI SEZ, COIMBATORE

INTERIOR WORKS

SECTION – 7: TECHNICAL SPECIFICATIONS

CONTENTS

GENERAL SPECIFICATIONS

GENERAL

These specifications are for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, to the satisfaction of the Employer / Architect.

- 1.1 The workmanship is to be the best possible and of a high standard. The Contractor shall take all steps immediately to make up deficiency if any noticed by the Employer / Architect. Use must be made of special tradesmen in all aspects of the work and allowance must be made in the rates for the same.
- 1.2 The materials to be provided by the contractor shall be in accordance with the samples already got approved from the Employer / Architect by the Contractor and in conformity with specification and approved list of manufactures and brand. The contractor shall produce all invoices, vouchers or receipts for any materials if called upon to do so by the Employer / Architect.
- 1.3 Samples of materials are to be submitted to the Employer/Architects for their approval before the contractor orders or delivers the materials to the site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials be rejected they will be removed from the site at the contractors expense. All samples will be retained by the Employer / Architects for comparison with materials which will be delivered at site. Also the contractor will be required to submit specimen finishes of colours, fabrics, etc. for the approval of the Employer / Architects before proceeding with the works.
- 1.4 The contractor shall be responsible for providing and maintaining temporary coverage required for the protection of finished work. He is also to clean out all wood shavings, cut ends and other waste from all parts of the works before covering or in fillings is constructed.
- 1.5 Contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

2.0 Joinery in wood work

- 2.1 The contact surfaces between internal frame and skinning shall be glued with approved adhesive in addition to fixing with necessary screws etc.
- 2.2 After preparing proper surface of skinning by sand papering etc., the laminates or veneers shall be fixed on it with the help of approved adhesive.
- 2.3 Framework for full height partitions shall be rigidly fixed to the floor, walls and ceiling soffit. The partition height shall be measured upto bottom of false ceiling and framing members / ply going above shall not be measured.
- 2.4 Any portions that are warped or found with other defects are to be replaced. The whole of the work is to be framed and finished in a workman-like manner in accordance with the detailed drawings and the direction of Bank/Architect and whenever required, fitted with all necessary metals ties, straps, screws, adhesive, etc. joinery work generally to be finished with fine sand / glass paper.
- 2.5 All joints shall be standard mortise and tenon, dowel, or cross halved screws, nails, etc. will be of standard iron or wire. Tenons should fit the mortises exactly.
- 2.6 Nailed or glued butt joints will not be permitted.
- 2.7 Wherever screw heads are on a finished surface those will be sunk and the hole plugged with a wood plug of the same wood and grain to match the colour.

3.0 Timber

- 3.1 All the wood to be used shall be properly seasoned, of natural growth and shall be free from worm holes, loose or dead knots or other defects, sawn square and shall not suffer warping, splitting or other defects. White cedar, Malaysian Sal, both of 1st quality.
- 3.2 The moisture content shall not exceed 12%
- 3.3 All internal frame work shall be treated with approved wood preservative and with fire retardant treatment / paint.
- 3.4 All wood brought to site be clean, it shall not have any preservative or other coating / covering.

- 3.5 All rejected, decayed, bad quality wood shall be immediately removed from site.
- 3.6 All the dimensions mentioned for T.W members are finished sizes.
- 3.7 All exposed T.W to receive polish and should be of 1st quality Indian T.W.
- 4.0 **Plywood**
- 4.1 Marine plywood shall generally conform to IS 710-1980 and also to Defense / Navy specifications, bonded with phenol formaldehyde, B.W.P. grade treated with wood preservative and termite resistant.
- 4.2 Commercial plywood shall generally conform to IS : 303 bonded with phenol formaldehyde, BWR grade treated with wood preservative.
- 5.0 **Hardware and Metals**
- 5.1 All the screws / bolts with nuts to be used shall have oxidised finish (unless required otherwise) of approved shape, size and quality.
- 5.2 Fittings shall be of brass oxidised heavy duty unless specified otherwise.
- 5.3 Samples of all hardware are required to be got approved in advance.
- 5.4 The agency should cover-up and protect the brass surface by a thick grease or other suitable material veneer as necessary and subsequently clean it away at the same time of handing over.
- 5.5 All hardware shall be fitted with good workmanship without the surrounding edges being damaged.
- 5.6 All chair stands shall be 5-prong aluminium tilting as approved by Owners / Architects, with a diameter of 25-1/2 inches, and finished with powder coating of high quality. In case M.S stands are approved, the same shall be embossed M.S with a seven-tank anti-rust treatment procedure before powder coating.
- 5.7 All castors shall be of approved make, quality and type. They shall be glass reinforced nylon castors, with twin wheels having independent movement, and with a load carrying capacity of 100 Kg. per castors.
- 6.0 **Laminate**
- 6.1 All laminates shall be 1.5 mm thick of approved make.

6.2 The contractors shall get the sample showing the surface texture, pattern and colour approved, by Owners / Architect.

7.0 **Fabrication in metal**

7.1 All brazing and welds are to be executed in a clean and smooth manner, rubber down and finished in flat and tidiest way, particularly where exposed.

8.0 **Glazier**

8.1 All glass is to be of approved manufacture, complying with I.S 3548 - 1960, or as per approved quality and sample, to be of the qualities specified and free from bubbles, air holes, waviness and other defects.

8.2 In cutting glass, proper allowance shall be made for expansion.

8.3 Glass for mirror shall be silvering quality (S.Q) conforming to I.S 3458 - 1958 or as approved sample and quality.

8.4 On completion, all glass surfaces shall be cleaned inside and out, all cracked, scratched glass / mirror shall be replaced.

9.0 **Paint and Polishes**

9.1 All material required for the works shall be specified and approved manufacture, delivered to the site in the manufacturer's containers with the seals, etc., unbroken and after use empty containers shall be stored till finally cleared by the Owners.

9.2 All iron or steel / metal surfaces shall be thoroughly scraped and rubbed down with wire brushes and shall be entirely free from rust, mill scale, etc. before applying the primary coat.

9.3 Melamine polish finishes shall be properly finished, without any flow marks, spots, roughness etc.

9.4 Painting work shall be of high standard, without any brush marks on the finished surfaces and no spots on adjacent furniture, glass, etc.

10.0 **Civil works**

10.1 The contractor shall use cement of approved make only.

10.2 Only first quality ceramic tiles of approved make shall be used. All the tile joints shall be filled up properly using cement slurry mixed with matching pigments.

- 10.3 Only best quality granite and marble of the basic rate specified and of approved shade shall be used. (Basic rates wherever mentioned are ex-godown and excluding taxes). The granite / marble shall be from the same lot and without colour / shade variations or any other defects.
- 10.4 All edge chamfers / cutting of granite / marble shall be mirror polished and no extra shall be paid for the same.

Signature of Contractor(s)

MODE OF MEASUREMENTS**1. Doors, Windows and Grills**

Clear area over one face inclusive of frame shall be measured. Hold fasts and portions embedded in masonry or flooring shall not be measured.

2. Partitions in Woodwork

The partition height shall be measured upto bottom of false ceiling and framing members / ply going above shall not be measured.

3. Decorative Panelling over wall or over partitions

The area of cladding shall be measured in square metre, or square feet. The gross area cladded will be measured. No deductions will be made for gaps upto one centimetre between the panels.

4. Carpets

The actual area covered by the carpet shall be measured. No extra shall be allowed for wastage.

5. Paving and tile work

The work mentioned in this section shall be measured in Sq.ft/Sqm and shall be priced per unit of Sq.ft/Sqm. In all paving work, the slabs shall be touching the walls and go well under the plaster, but the measurements shall be the clear measurements of the rooms or areas when finished. No allowance shall be made for portions going under the plaster.

6. False ceiling

For false ceiling work, the measurement shall be for the actual area covered. No deductions shall be made for the cutouts, for light fittings, speakers, column upto 5.00 Sqft / 0.50 Sqm.

7. Wood work

For conversion of inches to feet/cm to metre, the resultant figure shall be taken upto two digits after decimal point. Third digit shall not be taken into account.

TIDEL PARK COIMBATORE LIMITED

CONSTRUCTION OF INFORMATION TECHNOLOGY PARK BUILDING COMPLEX AT Villankurichi SEZ , Coimbatore

Providing Interior Fit out and Furnishing Works

LIST OF APPROVED MAKES

Note :

1. All materials shall be of the 1st quality and ISI marked.
2. TPCL reserves the right to select any one of below approved list of makes.

S.No.	MATERIAL	APPROVED MAKE
1.	Ceramic tile	Kajaria / NITCO / Somany
2	Vitrified ceramic tile	R A K
3	Door Closers	Dorma / Ingersoll-Rand
4	Gypsum Board	India Gypsum Ltd
5	Commercial Plywood	Greenply / Uniply / Sharon Ply
6	Water proof Plywood	Greenply / Uniply / Sharon Ply
7	Veneer	Jacsons / Durion /Sharon (Exot0i
8	Fabric protection coating over upholstery	Scotchgard of "3 M"
9	Paints	Asian / ICI / Dulux / Berger / Jotun
10	Laminates	Formica / Greenlam / VIR
11.	Screws (Oxidised)	GKW or equalant
12.	Hardware	Argent / Efficient Gadgets / Shalimar / Godrej
13.	Adhesive	Fevicol SH, Araldite of Hindustan CiBA-Geigy Ltd., Vamicol
14.	GI Pipes	'B' Class TATA, JINDAL
15.	Locks	Efficient Gadgets/ Godrej

S.No.	MATERIAL	APPROVED MAKE
16.	Wood Preservatives	Wood guard / Termisil / Osolim
17.	Chairs	Godrej / Featherlite / Eurotech
18.	Foams in Chairs / Sofas	“MM” Foams / U Foam
19.	Cement	ACC, L & T, or Equivalent
20.	Al.Door & Window Section	Jindal / Indal
21.	Vertical & Horizontal blinds	Hunter Douglas, Vista Levellor
22.	Plain Particle Board	Novapan / Jacsons / Duratuff
23.	Pre-laminated Particle Board	Novapan / Jacsons / Duratuff
24.	Melamine / French Polish	Asian / Berger / ICI
25.	Vinyl Flooring	Armstrong / Bhor / LG
26.	Plain and Tinted Glass	Saint-Gobin / Hindustan Pilkington / Aashi
27.	Mirror	Modiguard/ Saint-Gobin
28.	Hardware Fittings such as Hinges, Knob Handle, Tower Bolts, Castors etc.	Efficient Gadgets / Argent / Haffle
29.	Cylindrical Lock	Godrej / Europa
30.	Floor Spring	Dorma / Ingersoll Rand
31.	Rolling Shutter	Diana / Indo Germa
32.	Flush Door	Kutty / Diamond
33.	Sliding / Folding Door including mechanism for sliding and folding door	Dorma (Huppeh) / GEZE/ Haffle
34.	Panic Device	Dorma/Ingersoll Rand
35.	Acoustic Tiles	Armstrong/Daiken/USG

**TECHNICAL SPECIFICATION
FOR
INTERIOR
ELECTRIFICATION WORKS**

TIDEL PARK COIMBATORE LIMITED**Proposed Construction of Information Technology Park
Building Complex at Coimbatore-Tamilnadu****FOR PROVIDING INTERIOR LIGHTING, TESTING AND COMMISSIONING
AND CONNECTED WORKS****TECHNICAL SPECIFICATIONS**

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TIDEL PARK COIMBATORE LIMITED**PROPOSED CONSTRUCTION OF INFORMATION TECHNOLOGY PARK
BUILDING COMPLEX AT COIMBATORE****FOR PROVIDING INTERNAL LIGHTING INSTALLATIONS, TESTING AND
COMMISSIONING****I. GENERAL****1.0 ELECTRICAL SYSTEM DETAILS**

Incoming Voltage - 433V, 3 Phase Supply Earthed System

2.0 BRIEF DESCRIPTION OF SCOPE OF WORK

Design, supply, erection, testing, commissioning of the following:

Supply & Fixing of Internal Lighting arrangements for TIDEL office- located at First floor and Ground floor area lighting as mentioned in the BOQ/Specification etc. The sample for supply of lighting luminaries shall be produced for approval.

LT – XLPE armoured cable / PVC armoured cable for Lighting, Distribution Boards etc.

Cabling & Wiring in conduit for various internal light fittings etc.

Earthing of all the Lighting, Distribution Boards, Control Switches, etc.

Necessary supporting arrangements for fixing of the lighting.

Necessary minor civil works required for execution of works such as Installation of Internal lightings, pedestal arrangements, lighting poles and foundation etc. shall be included under the scope of successful tenderer.

Chipping breaking grouting and making good of damaged civil works for internal lighting.

Construction of earth pits with heavy duty RCC slab for cover.

ISOLATOR / MCCB shall be as specified in the Schedule of Quantities/Technical Specifications and as per the site conditions.

II. TECHNICAL SPECIFICATION FOR CROSS LINKED POLYETHYLENE(XLPE), PVC POWER WITH AN OUTER FRLS PROTECTIVE SHEATH AND CONTROL CABLES

1.0 SCOPE

This specification covers the design, manufacture, testing at works, inspection and delivery at site of XLPE insulated and PVC power and Control cables.

2.0 STANDARDS

The cables covered by this specification shall, unless otherwise stated, be designed manufactured and tested in accordance with the latest revisions of relevant Indian standards.

IS-694	:	PVC insulated cables for working voltages upto and including 1100 volts.
IS-1554	:	PVC insulated heavy duty cables for working voltages upto and including 1100 volts.
IS-3961	:	Recommended current ratings for PVC insulating and PVC sheathed heavy-duty cables.
IS-8130	:	Conductors for insulated electric cables and flexible cords.
IS-5831	:	PVC insulation and sheath of Electric cables.
IS-3975	:	Mild steel wires, strips and tapes for armouring of cables.
IS-7098	:	Cross linked polyethene insulated PVC sheathed cables.
IS-6130	:	Conductors for insulated electric cables and flexible cords

3.0 CONDUCTOR

The conductor shall be Aluminium / Copper as specified in the Schedule of Quantities. It shall be smooth, uniform in quality and free from scale and other defects. The stranded conductor shall be clean and reasonably uniform in size and shape. The conductor shall be either circular or shaped.

4.0 CONDUCTOR SHIELD

Conductor shield shall be extruded in the same operation as the insulation. The semi-conductor polymer shall be cross linked.

5.0 INSULATION

- a) Insulation shall be cross linked polyethylene and it shall preferably be gas-cured for XLPE cable
- b) Insulation shall be PVC for PVC cable as specified in the Schedule of quantities.

5.1 OUTER SHEATH:

All cables specified in the Schedule of Quantities shall have Outer sheath with Fire retardant low smoke PVC (FRLS) to reduce the Fire hazard.

- | | | | |
|----|-------------------|---|---|
| a. | Oxygen Index | - | 29 when tested at $27 \pm 2^{\circ}\text{C}$. |
| b. | Temperature Index | - | Minimum 250°C at Oxygen Index 21. |
| c. | Flammability | - | As per IS 10810 Part 53 – 61 & 62. |

- d. Smoke Generator - Smoke density rating shall not be More than 60%.
- e. Acid gas generation - Less than 20% by weight.

6.0 INSULATION SHIELD

This shall preferably be of the strippable, triple-extruded thermostat type.

7.0 ARMOUR

The armour may be of galvanized steel wires or galvanized steel strips

8.0 SERVING

The cable serving shall protect the cable sheath and armour from electrolysis caused by stray currents, and from galvanic action. It shall also protect the cable from mechanical damage and corrosion.

9.0 GENERAL

The cable shall withstand all mechanical and thermal stresses under steady state and transient operating conditions.

10.0 TEMPERATURE RISE

The maximum conductor temperature shall not exceed 90 degree C during continuous operation at full rated current. The temperature after short circuit for 1.0 second shall not exceed 250 degree C with initial conductor temperature of 90 degree C.

Bidder shall give the following information in the Bid for each conductor cross section specified.

- a. Rated continuous current
- b. Rated 1.0 second short circuit / short time current

Rating factor shall be given by the Bidder for the following:

- a. Variation in ground temperature
- b. Variation in soil thermal resistivity
- c. Variation of Ambient Temperature
- d. For the cables laid side by side, at ID spacing and in Tier formation.

The Bidder shall also indicate the percentage overload that the cable can carry and its duration, when operating initially at a conductor temperature of 90 degree C, with peak conductor temperature of 130 degree C.

11.0 CABLE DRUMS

Cables shall be supplied in non-returnable drums of sturdy construction. All ferrous and other metal parts of drum shall be treated with a suitable rust preventive finish or coating to avoid rusting during transit or storage. Type of dust preventive finish and coating adopted may be mentioned.

The length of cable on each drum shall be determined by manufacturer considering the transport limitations from manufacturer's works to the site.

12.0 TESTS

12.1 Routine Tests (To be performed on each drum length)

All tests as per relevant IS shall be conducted and shall be witnessed by the Client.

12.2 Type Tests

The Bidder shall furnish two (2) copies of type test certificates conducted on similar cables along with the Bid.

- a. Partial discharge test
- b. Bending test followed by partial discharge test
- c. Dielectric power factor as function of voltage
- d. Dielectric power factor as function of temperature
- e. Heating cycle test followed by dielectric power factor as a function of voltage and partial discharge tests.
- f. Impulse withstand test
- g. High voltage test.
- h. FRLS Properties Test

SPECIFICATION FOR PVC ARMOURED CABLE

All codes and standards mean the latest. Where not specified otherwise the installation shall generally follow the Indian Standard codes of practice or the British Standard Codes of practice where Indian standards are not available.

Cables

All cables shall be 1100 Volt grade outer sheathed FRLS PVC insulated, sheathed with or without steel armouring as specified and with an outer PVC protective sheath. Cables shall have high conductivity stranded aluminium or copper conductors and cores shall be colour coded to the Indian Standards.

All cables shall be new without any kinds or visible damage. The manufacturers name, insulating material, conductor size and voltage class shall be marked on the surface of the cable at every 600 mm centres.

Installation

Cables shall be laid in the routes marked in the drawings. Where the route is not marked, the contractor shall mark it out on the drawings and also on the site and obtain the approval of the Architect / Client before laying the cable. Procurement of cables shall be on the basis of actual site measurements and the quantities shown on the schedule of work shall be regarded as a guide.

Cables rising indoors shall be laid on walls, ceiling, inside shafts, or trenches. Single cables laid shall be fixed directly to walls or ceiling. All supports shall be at not more than 500 mm. Where number of cables are run, necessary cable trays shall be provided wherever shown. Cables laid in built-up trenches shall be on steel supports. Aluminium identification tags shall be provided at every 20 m.

Cables shall be bent to a radius not less than 12 times the overall diameter of the cable, or in accordance with the manufacturer's recommendations whichever is higher.

In case of direct buried cables, the cable route shall be parallel or perpendicular to roadways, walls, etc., Cables shall be laid in an excavated, graded trench, over a sand cushion to provide protection against abrasion. Width of excavated trenches shall be as per drawings. Backfill over the cables shall be sifted earth 90% compacted cables shall be buried with a minimum earth cover of 600 mm. The cables shall be provided with cable markers at every 20 metres.

The general arrangement of cable laying is shown on drawings. All cables shall be full runs from panel to panel without any joints or splices. Cables shall be identified at end terminations indicating the feeder number and the Panel / Distribution Board from where it is being laid. All cable terminations for conductors upto 4 sq. mm may be insertion type and all higher sizes shall have tinned copper compression lugs. Cables terminations shall have necessary brass glands. The end-terminations shall be insulated with a minimum of six- half-lapped layers of PVC tape. Cable armouring shall be earthed at both ends.

Testing

MV cables shall be tested upon installation with a 500 V Megger and the following readings established.

- 1) Continuity on all phases
- 2) Insulation Resistance (a) between conductors
(b) all conductors and ground

All test readings shall be recorded in the separate book and the same to be handed over to the Client/Architects.

III. TECHNICAL SPECIFICATION FOR DISTRIBUTION BOARD

1.0 SCOPE

This specification covers the design, manufacture, assembly, testing at works and supply of Distribution Boards. Complete with all accessories for efficient and trouble free operation.

2.0 CONSTRUCTION

The distribution boards shall be fabricated out of 2mm thick sheet steel and shall be totally enclosed, dust and vermin proof, dead front, with hinged door type of bolted / welded construction suitable for wall mounting.

Each DB shall have individual hinged/bolted gasketed doors with cam lock. Removable conduit entry plates shall be provided at top and bottom of the DB to facilitate drilling the conduit holes at site to suit individual requirements or knockout shall be provided.

Protective insulated cover plate shall be provided inside the panel to shroud all the live parts. Only the operating handle of the switch and the operating knobs of the miniature circuit breakers shall be projecting outside the cover plate. The unused outgoing gap of DB shall be suitably blanked with PVC plate at no extra cost. The incoming switch terminals should be suitably shrouded to avoid accidental contact. Each phase or way shall also be suitably shrouded with DMC / SMC. The boards shall be factory wired and assembled. Circuit identification cables shall be provided on the cover.

All Lighting/Power Distribution Boards shall be provided with Double Door arrangements with Phase segregation Type.

All components in the Distribution boards shall be same make.

3.0 BUSBARS

The busbars shall be air insulated and made of high conductivity high strength copper busbars liberally sized with high safety factor for the required rating (both short circuit and continuous currents). The neutral busbar shall have adequate number of terminals for all outgoing single phase circuits. A copper earth bus of suitable size shall be provided in each DB for earthing of the power, lighting circuits and earthing of DB.

4.0 MOULDED CASE CIRCUIT BREAKERS (MCCB)

The MCCB shall comply with the requirement of IS 13947. The MCCB shall comprise of switching mechanism, contact system, arc extinguishing device and the tripping unit all mounted inside a moulded case. The MCCB shall be provided with field settable over load (O/L) protection and short circuit (S/C) protection, **Earth fault & Shunt Trip**.

Door interlocking shall be provided in the drawing and specification.

MCCB's & its kA shall be rated with as specified in the Schedule of Quantities.

5.0 MINIATURE CIRCUIT BREAKERS

The Miniature Circuit Breakers (MCBs) shall be heat resistant, moulded type, designed, manufactured and tested as per IS 8828. The MCBs shall have inverse-time tripping characteristic against over loads and instantaneous trip against short circuits.

The MCBs shall be of fault current limiting type also. The MCBs shall be slip on type to the busbar. The ON and OFF machines of the switch handle shall be clearly marked. The MCBs shall be suitable for operating in ambient of 45°C without derating. The incoming and outgoing of the MCBs shall be accessible only after opening the front door of the DB. The MCBs shall be suitable for 415V, 3 phase, 4 wire, 50 Hz system with the fault level of 9KA RMS symmetrical. The terminals of MCBs shall be suitable for use with eye lugs. The 4 pole, 3 pole and 2 pole MCB knobs shall be trunked with adequate strength tandem pin.

6.0 EARTH LEAKAGE CIRCUIT BREAKERS

Incomer of the DB shall be provided with current operated Earth leakage circuit breakers with a sensitivity of 30 mA. The ELCB shall have Trip free mechanism and shall operate even on neutral failure.

The ELCB shall be provided with a Test Push Button to stimulate leakage and test the ELCB. The ELCB shall operate and switch off the circuit within 30 milliseconds in case of a fault.

The enclosures of the ELCB shall be moulded from High quality insulating materials, which shall be fire retardant, anti-tracking, non-hygroscopic, impact resistant and shall withstand high temperatures.

7.0 GROUNDING

The DBs shall be provided with two Nos brass earthing stud terminals with suitable nuts, washers etc for connection to earth bus outside the DB.

8.0 PAINTING

Care shall be taken in workmanship and selection of materials to prevent the occurrence of any form of damage or corrosion due to damp or highly humid conditions.

The DB shall be prepared, primed, filled and painted to the highest standards.

All items shall be cleaned and deburred after fabrication and welding is complete. External surfaces shall be filled and rubbed down as necessary to obtain a perfectly flat smooth surface free from blemishes and imperfections and the whole shall be powder coated with epoxy paint and the shade shall be indicated later.

9.0 TESTS

All necessary routine tests shall be performed on the equipment to demonstrate satisfactory performance to owner / consultant at works without any extra cost. Equipment shall not be despatched without obtaining approval of test certificates for type, routine and acceptance tests.

10.0 DRAWING & INSTRUCTION MANUALS

Along with the offer, the bidder shall submit the following documents, in Triplicate.





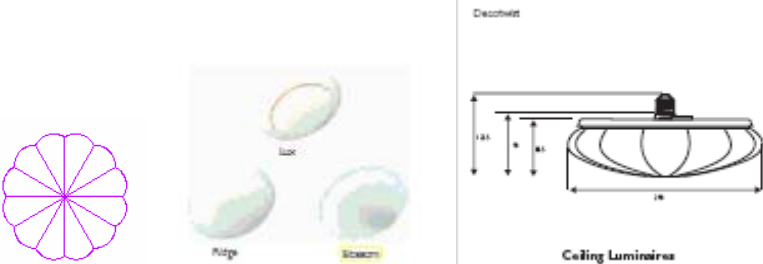
- a. General arrangement of DB
- b. Technical leaflets on DB, MCB, isolator etc.
- c. Type test reports as per IS 8828
- d. Tripping characteristic curves for MCB.

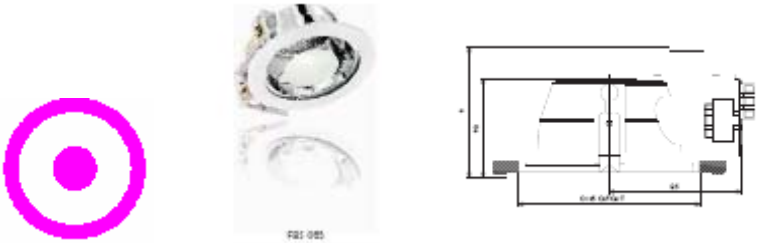



After award of the order, the contractor shall submit the following documents for approval, in six copies.







- a) General arrangement drawing showing the constructional features, dimensions, installation details etc.
- b. Complete technical particulars of Distribution boards, miniature circuit breakers, isolators etc.
- c. Tripping characteristic curves for MCB.


Before taking up manufacturing of the equipment the Bidder shall have to take the approval of for design and drawing. Any manufacturing done prior to approval shall be rectified by the bidder at his own cost and the equipment shall also be supplied within the stipulated period.

IV. TECHNICAL SPECIFICATION FOR LIGHTING LUMINAIRES

<p>a)</p>	<p>Equivalent to WIPRO CAT. NO. WCH 50070. 1x70W MHL RECESS MOUNTED METAL HALIDE DOWN LIGHTER70W lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>b)</p>	<p>Equivalent to WIPRO CAT. NO. WVF 53214 SGW. 2x14W FTL (T5) RECESS MOUNTED INDIRECT-DIRECT LUMINAIRE .14W FTL (T5) lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>c)</p>	<p>Equivalent to WIPRO CAT. NO. GCF 31128 SGW. 1x28W FTL (T5) RECESS MOUNTED LINEAR CONTOUR LIGHT.28W FTL (T5) lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>d)</p>	<p>Equivalent to WIPRO CAT. NO. LS30-003-XXX-WW-04. Supply and testing of IP 20 INTEGRAL LED STRIPLIGHT lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>e)</p>	<p>Equivalent to Philips Catalogue No.: BCS 1903. 1x25W CEILING MOUNTED CIRCULAR CFL LUMINAIRE 25W lamp with suitable accessories from ceiling fixed with false ceiling.</p> 

<p>F)</p>	<p>Equivalent to Philips Catalogue No.: FBS/218 RG-FR.</p> <p>Supply and testing of 2xPL-C 18W RECESS MOUNTED CLOSED DOWN LIGHT LUMINAIRE WITH FROSED GLASS COVER lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>g)</p>	<p>Equivalent to Philips Catalogue No.: TMS 021/236 HF (EB-W).</p> <p>Supply and testing of 2x'TL'D 36W SURFACE/WALL MOUNTED FLUORESCENT LAMP LUMINAIRE lamp with suitable accessories from ceiling fixed with false ceiling.</p> 
<p>h)</p> <p>i)</p>	<p>Similar to Lutron make Preset Lighting Control System capable of creating 16 preset scenes of lighting, four of which are selectable on the face unit, with adjustable fade rate from 0 second-60 minute, capable of dimming GLS/FTL/CFL/ELV/MLV, with 800 W per zone capacity, with 2300 W capacity per system, with Integral Infrared receiver.</p>  <p>Lutron Product Code: GXI 3104 T CE WH AND Similar to Lutron make 4-scene remote controller, with On/Off button, With Master raise and lower button. Lutron Product Code: GRX IT WH(optional for additional features)</p> 

Serial No.	Luminaire name and specification	SIMILAR TO WIPRO Catalogue No.	Image	Lamp Configuration
1	Lineos-Surface / suspension mounted linear contour light with FTL(T5) lamps	GCF 32228SGW		1X28 W FTL
2	Lineos-Surface / suspension mounted linear contour light with FTL(T5) lamps	GCF 32228SGW CT		2X28 W FTL
3	Venus-recess mounted low depth downlighter with fresnel lens	WCP 28118SGW		1X18 W CFL
4	Venus-recess mounted low depth downlighter with fresnel lens	WCP 28218SGW		2X18 W CFL
5	Pearl-indoor decorative luminaire with opal acrylic diffuser, end caps and coloured rims suitable for T8 lamps	WRP 21111		1X11 W CFL
6	Spacio-Recess mounted indirect-direct luminaire with high efficiency translucence technology, wing shaped reflector-cum housing constructed in CRCA powder coated with ribbed surface finish, suitable for CFL lamps	WVP 52155APF		1X55 W CFL

Serial No.	Luminaire name and specification	SIMILAR TO WIPRO Catalogue No.	Image	Lamp Configuration
7	Vision-recess mounted IP 54 bottom opening type clean room luminaire suitable for CFL lamps	WIP 43236SGW		2X36 W CFL

GROUND FLOOR

SL NO.	LOCATION	LUMINAIRE PROPOSED	LUX LEVEL	WATTAGE
1	Food court	GCF 32228SGW		28
		GCF 32228SGW CT	318	28
2	Kisok	WVP 52155APF	321	55
3	South indian kitchen	WIP 43236SGW	341	72
4	North indian kitchen	WIP 43236SGW	345	72
5	Store	WCP 28218SGW	250	36
6	Store	WCP 28218SGW	250	36
7	IBMS	WVP 52155APF	533	55

FIRST FLOOR				
SL NO.	LOCATION	LUMINAIRE PROPOSED	LUX LEVEL	WATTAGE
1	MD Cabin	WVP 52155APF	299	55
		WCP 28218SGW		36
2	Toilet	WCP 28118SGW	80	18
		WRP 21111		11
3	Toilet	WCP 28118SGW	64	18
		WRP 21111		11
4	M.D visitor's lounge	WCP 28218SGW	210	36
5	Board room	WVP 52155APF	514	55
6	Staff dining	WCP 28218SGW	263	36
7	HOD - 2	WVP 52155APF	322	55
		WCP 28218SGW		36
8	HOD - 3	WVP 52155APF	322	55
		WCP 28218SGW		36
9	HOD - 4	WVP 52155APF	322	55
		WCP 28218SGW		36
10	HOD - 5	WVP 52155APF	322	55
		WCP 28218SGW		36
11	HOD - 6	WVP 52155APF	322	55
		WCP 28218SGW		36
12	Records	WVP 52155APF	317	55
13	Vistor Discussion	WVP 52155APF	331	55
		WCP 28218SGW		36
14	Reception	WCP 28218SGW	219	36
15	Meeting room	WVP 52155APF	340	55
16	Secretray	WVP 52155APF	304	55
		WCP 28218SGW		36
17	Depart head - 1	WVP 52155APF	304	55
		WCP 28218SGW		36
18	Depart head - 2	WVP 52155APF	304	55
		WCP 28218SGW		36
19	Depart head - 3	WVP 52155APF	304	55
		WCP 28218SGW		36
20	Depart head - 4	WVP 52155APF	304	55
		WCP 28218SGW		36
21	Workstation	WVP 52155APF	361	55
		WCP 28218SGW		36
22	A.Manager - 6	WVP 52155APF	294	55
		WCP 28218SGW		36
23	A.Manager - 7	WVP 52155APF	294	55
		WCP 28218SGW		36
24	A.Manager - 1	WVP 52155APF	332	55
		WCP 28218SGW		36
25	A.Manager - 2	WVP 52155APF	332	55
		WCP 28218SGW		36
26	A.Manager - 3	WVP 52155APF	332	55
		WCP 28218SGW		36
27	A.Manager - 4	WVP 52155APF	332	55
		WCP 28218SGW		36

FIRST FLOOR				
SL NO.	LOCATION	LUMINAIRE PROPOSED	LUX LEVEL	WATTAGE
28	A.Manager - 5	WVP 52155APF	332	55
		WCP 28218SGW		36
29	A.Manager - 8	WVP 52155APF	332	55
		WCP 28218SGW		36
30	A.Manager - 9	WVP 52155APF	332	55
		WCP 28218SGW		36
31	A.Manager - 10	WVP 52155APF	332	55
		WCP 28218SGW		36
32	Workstation	WVP 52155APF	329	55
		WCP 28218SGW		36
33	Server	WVP 52155APF	331	55
		WCP 28218SGW		36
34	HOD - 1	WVP 52155APF	331	55
		WCP 28218SGW		36
35	Printer & Xerox	WCP 28218SGW	252	36
36	Video conference	WVP 52155APF	848	55
		WCP 28218SGW		36
37	Corridor	WCP 28218SGW	168	36
38	Passage	WCP 28218SGW	185	36

V.RECOMMENDED MAKES OF EQUIPMENTS

(TPCL reserves the right to select any one of below approved list of makes.)

- | | | | |
|-----|--|---|---|
| 1. | Miniature Circuit Breakers / RCCB / MCB DB | - | MERLIN GERIN(France) / ABB / LEGRAND/ SIEMENS / HAGER |
| 2. | Moulded Case Circuit Breaker | - | MERLIN GERIN (Compact) (France) SIEMENS (Sentron 3VL) / ABB (Isomax) / L & T (U –POWER) |
| 3. | LT PANELS | - | Krishna Energy,Chennai / Lotus,Bangalore / Load control, Bangalore./VIVIN Or CPRI approved panel manufacturer subject to approval by TPCL,TCE & Architect |
| 4. | L.T. Cables | - | RALLISON / UNIVERSAL / GEMSCAB /CCI |
| 5. | PVC Wires | - | FINOLEX / POWERFLEX / L & T |
| 6. | Switch / Switch box / Flush mounted | - | CRABTREE / SALZER /ABB / SIEMENS |
| 7. | PVC Conduits & Accessoires | - | AVON PLAST/ GARWARE/ATUL |
| 8. | MS Conduits & Accessories | - | BHARAT / GUPTA / WIMCO |
| 9. | a) Light Fittings | - | PHILIPS / WIPRO /SCHREDER/GE |
| 10. | Cable Termination Kits | - | RAYCHEM / BIRLA 3M |
| 11. | Cable Glands | - | COMET / PRABHAT/STANDARD METAL INDUSTRIES OR EQUIVALENT |
| 12. | Lighting Control system | - | SCHNEIDER (FRANCE/USA), CRESTRON/ LUTRON |
| 13. | ORIGIN of an imported make are limited to | - | FRANCE/USA/EUROPE/JAPAN |

NOTE:

- I. The Successful tenderer shall submit test reports for all the materials/equipments.
- II. If any make is not in accordance with the tender specification it will not be accepted even if the make is indicated in the above List.
- III. The client /Architect reserves the right to select any of the make specified above.
- IV. Make of materials origin shall be from EUROPE, USA, JAPAN only.
