

**TRAVANCORE TITANIUM PRODUCTS LTD.,
KOCHUVELI P.O, THIRUVANANTHAPURAM-695 021
(A Government of Kerala Undertaking)**

Design, manufacture, supply, installation, testing and commissioning of Stitching machine with conveyor and all accessories at Travancore Titanium Products Ltd., Thiruvananthapuram - 695021.

TENDER NO : TTPL/PROJ/ Stitching machine/2021-22

dt.09.09.2021

Client : TRAVANCORE TITANIUM PRODUCTS LTD

Probable Amount of Contract : Rs 4,55,000/-

Tender cost : Rs. 1,074/-

Earnest Money Deposit : Rs.6,825/-

Time of completion : Two months from the date of issue of Work Order

Last Date of Receipt of Tender : 24.09.2021 Upto 12.00 hrs..

Date of opening of Tender : 24.09.2021 at 2.00 pm

Venue of Receipt of Tender : General Manager (Tech)i/c
Travancore Titanium Products Ltd.,
Post Box No.1,
Kochuveli,
Thiruvananthapuram - 695021.
Mob : 9400386073
Ph. No : 0471-2500765
Fax No : 0471-2501127
www.travancoretitanium.com

Issued by : General Manager (Tech)i/c
Travancore Titanium Products Ltd.,
Post Box No.1,
Kochuveli,
Thiruvananthapuram-695 021.

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1.0 NOTICE INVITING TENDER & GENERAL CONDITIONS OF CONTRACT

1.01 Sealed tenders are invited by Travancore Titanium Products Ltd., Kochuveli.P.O, Thiruvananthapuram -695 021 from eligible contractors for **Design, manufacture, supply, installation, testing and commissioning of Stitching machine with conveyor and all accessories at Travancore Titanium Products Ltd.**

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended.

Eligibility Criteria

1. The Bidder should have supplied, installed and commissioned one stitching machine with conveyor of value not less than Rs.3,64,000/- in single contract during the last five years as prime Contractor.

Or

2. The Bidder should have supplied, installed and commissioned two stitching machine with conveyor of value not less than Rs. 2,73,000/- each in single contract during the last five years as prime Contractor.

Or

3. The Bidder should have supplied, installed and commissioned three stitching machine with conveyor of value not than Rs.1,82,000/- each in single contract during the last five years as prime Contractor.

(Satisfactory completion certificate for the work done shall be submitted in the designated cover)

4. The annual turnover of the bidder should not be less than Rs.4,55,000/- during the last three preceding years. (Audited balance sheet, profit and loss account of the last 3 financial years shall be submitted in the designated cover)

5. The bidder should have PAN, GST, ESI, PF, The firm shall be registered with registrar of companies in India (Company incorporation certificate & Memorandum of Understanding, Articles of association) and shall be in the business of mechanical works, should have valid registration number issued by Income Tax Authorities, shall be enlisted as Engineering / manufacturing/ Supply Firm.

6. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing.

(The proof of the above shall be submitted as PDF format in designated covers)

The schedule of quantities, tender drawings, specifications and commercial conditions of the Contract are appended. The applicant may be a firm registered in India with experience in the field of supplying similar items for a minimum period of 5 years ending **31.03.2021**.

Signature of the Tenderer

- 1.02** The general information of the project is given in Annexure to this NIT. The information is only indicative. The tenderers are required to visit the site and familiarize themselves with the site conditions, nature of strata, availability of construction materials, etc., before quoting. The drawings, general & special conditions of contract, schedule of quantities and the technical specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by Travancore Titanium Products Ltd. on the ground that the tenderer have misjudged site conditions, nature of strata, tender conditions or any item of tender. The tender documents can be obtained from the office of Travancore Titanium Products Limited on payment of cash or DD for Rs.1,074/- (inclusive of 18 % GST) drawn in favour of TTPL, payable at Thiruvananthapuram during office hours between 10.00 am to 3.00 pm on all working days (from Monday to Friday) and on Saturday upto 11.00 am. This payment is not refundable. The quoted tender documents signed & sealed in all pages and complete in all respects shall be forwarded so that it reaches the office of Travancore Titanium Products Limited Kochuveli P.O, Thiruvananthapuram 695 021 on or before 22.09.2021,12.00 hrs. Any tender received after the due time on this date will be rejected.
- 1.03** The bidders are requested to submit all the required documents for pre qualification and the price bid in the appropriate covers provided.
- 1.04** The offer shall be valid for 90 days from the tender opening date. The firm period of a tender is the period from, the date of opening of the tender to the date up to which the offer given in the tender is binding on the bidder.
- 1.05** After the public opening of the tenders, the information relating to the examination, Clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract all shall be intimated.
- 1.06** Subject to Travancore Titanium Product's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.

Before commencing the work and within 15 days the letter of award of work of the tender has been intimated to him, the tenderer shall make a security deposit as given in clause 1.10 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper of value not less than Rs.200/- in the prescribed format.

If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to Travancore Titanium Products Ltd. and fresh tenders called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to Travancore Titanium Products Ltd. results, the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.

Signature of the Tenderer

Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible to be rejected.

1.07 In the case of percentage rate contract only a single rate as an overall percentage above or below or at par with the rate given in the schedule by a single entry at the specified column of the schedule under the head quoted rate, may be made. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever. In case of item rate tender, only the rate quoted shall be considered. In event no rate has been quoted for any item(s) leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly. The bidder should quote each and every items. The rate thus quoted will deemed to include the cost of all materials, labour, hire charges for all machinery's, cost of fuel, power, all leads and lifts, taxes, levies, royalties all over heads contingencies, profits, etc. and the quoted price is all inclusive. The total contract price shall also be worked out and entered in

1.08 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. A certified copy of the registered deed shall also be submitted along with the tender. The tender should be in a sealed cover.

1.09 EMD

1.09.1 Tenderers shall deposit an amount of Rs.6,825/- as Earnest Money along with the tender. Earnest Money Deposit shall be drawn from Nationalized bank in the form of crossed demand draft/ BG in favour of Travancore Titanium Products Ltd., payable at Thiruvananthapuram. EMD of the unsuccessful tenderers will be refunded without any interest on finalization of the contract with the successful Tenderer.

1.09.2 EMD deposited with Travancore Titanium Products Ltd. will be forfeited,

- i) if a bidder withdraws his bid during the period of validity specified.
- ii) if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

1.09.3 EMD will be refunded to the Contractor after remittance of the security deposit and execution of the agreement.

1.10 Performance Security Deposit

1.10.1 Within 15 days of issue of letter of acceptance, the Contractor should submit 3% of the Contact Value as Performance Guarantee. Of this, 50% of the Performance Guarantee shall be in the form of Treasury Fixed Deposit. Balance 50% of Performance guarantee shall be in the form of Bank Guarantee.

Signature of the Tenderer

- 1.10.2 On completion of Defects Liability Period of 12 months, the Engineer-in-Charge shall recommend on demand from the Contractor to refund to him the performance guarantee and the same will be refunded by the Travancore Titanium Products Ltd. provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the contractor.
- 1.10.3 All the deposits of EMD AND SECURITY DEPOSIT will not bear any interest whatsoever.
- 1.11 Income tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.
- 1.12 All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor.
- 1.13 The Contractor is the employer of all the worker's engaged for this work and should therefore take all required registrations, PF, ESI, insurance cover, etc. and pay amount due to labour welfare funds constituted by the Union Government and Government of Kerala from time to time, if applicable.
- 1.14 All statutory deductions at the rates applicable shall be made from the amount eligible to the Contractor in each part bill at current rates. Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill or from any amount due to the Contractor.
- 1.15 The contractor shall produce all necessary documents from the Goods and Service tax department.
- 1.16 Period of Validity**
- The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the Client has the liberty to forfeit the said Earnest Money Deposit.
- 1.17 Quantum of Work**
- 1.17.1 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Client do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable for alteration by deletions, deductions or additions at the discretion of the Client without affecting the terms of the contract (Say maximum variations).
- 1.17.2 The Client reserves the right to increase or decrease the quantum of work at site without assigning any reason. The Contractor shall carryout the works at the rates accepted.
- 1.17.3 Variations in the quantities put to tender will not be the basis for any claim or disputes. The rates agreed by the Contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The Contractor shall carry out all works as directed by the Client at the same agreed rates.
- 1.18 All Inclusive Rates**
- The rates should be quoted only on the Proforma attached in Page No. 9 of the Tender document.*

Signature of the Tenderer

The quoted rate of Contractor must be firm and shall be inclusive of cost of transportation of material to the site and all applicable taxes of State Government as well as Central Government except GST.

The rates quoted by the Contractor shall be firm throughout the Contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Goods and Service Tax, or any Additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened.

1.19 Interpreting Specifications

1.19.1 In interpreting the specifications, the following order of decreasing importance shall be followed:

- a. Specification mentioned in Schedule of Quantities,
- b. Special Conditions of Contract,
- c. Technical Specifications,
- d. Drawings.

1.19.2 Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of the client shall be final.

1.20 No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the Contractors, Contract form, Conditions of the contract, Drawings and Specifications, and if any such alterations are made or any conditions attached, the tender is liable to be rejected. Such alterations shall not be taken as a right of the contractor, if such alterations are gone unnoticed during the evaluation or scrutiny.

1.21 1.21.01 The acceptance of a tender rests with the Authorized Representative of the Client who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

1.21.02 The authorized representative of the Client reserves the right of accepting the whole or part of the tender received and the tenderer shall be bound to perform the same at the rates quoted.

1.22 The work shall be carried out under the direction and supervision of the Client or their representative at site. On acceptance of the tender, the Contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

1.23 The Client's decision with regard to the quality of the material and workmanship will be final and binding, any material or work, rejected on account of quality/workmanship shall be immediately removed by the Contractor and replaced by materials as per specifications and standards.

Signature of the Tenderer

1.24 Defects Liability Period

Any defect developed within 'Defect Liability Period' of 12 months from the date of virtual completion as certified by the Client. Any defect noticed have to be rectified by the Contractor at his own cost within the time allowed by the Client and in case the defects are not rectified by the Contractor, the Client shall get the work done at the risk and cost of the Contractor. The Client shall recover all expenses incurred in this regard from any amount due to the Contractor.

1.25 Delays in Commencement

The Contractor shall not be entitled to any compensation and/or damages for any loss suffered by him on account of delays in commencing, whatever the cause for such delays may be. Similarly the Contractor shall not be entitled to claim any amount from Client for delays in completion of work (operating maximum limit).

1.26 Occupation in Part

If the Client wants to occupy areas in part, the Contractor shall complete the work of these areas in consultation with the Client and hand over the same to the Client without affecting any of the clause of contract agreement.

1.27 The Contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

1.28 The Contractor must co-operate and co-ordinate with other Contractors involved in other works at the site. The Contractor should also note that they shall have to clear the site before the commencement of the work and that no extra payment is permissible on this account.

1.29 Completion Period

All the work including commissioning is to be completed **within two months** from the date of issue of work order. Commencement of the work shall be considered as immediately from the date of issue of Work Order and handing over possession of the site whichever is earlier. The Contractor shall draw a detailed schedule of programme in the form of a Bar Chart on whole work, within one week of award of work and submit to the Client for their approval.

1.30 Liquidated Damages

If the Contractor fails to complete the work within the period of completion mentioned under clause 1.29, the Contractor shall pay or allow the Client to deduct the sum equivalent to 1% of the contract value per week or part thereof of delay subject to a maximum of 10% of contract value as liquidated and ascertained damages for the period from the date of stipulated completion or such extended time as the case may be during which the work shall remain unfinished. Such damages may be deducted by the Client from any money due or that may become due to the Contractor.

1.31 Water and Power

The water and power required for the work will be available free of cost. Water may be drawn from the source at site, if good quality water is available. Client takes no responsibility for the supply of either electricity or water.

Signature of the Tenderer

Temporary wiring/cabbling shall not be routed across floors, around doors. It shall be properly routed as directed by the Engineer-in-Charge. Temporary wiring shall be protected from sharp edges, heat and sunlight to avoid breakdown of the insulation.

1.32 Insurance, PF, etc.

The successful Contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the Client and the Contractor, and the original policy shall be deposited with the Client. He also shall have all other statutory registrations as applicable for the labour employed, such as PF, ESI etc.

1.33 This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

1.34 The format for information about the tenderer attached in special conditions of contract and tender form in NIT shall be duly filled by the tenderer.

1.35 Any variations in the tender shall be indicated in separate sheet.



General Manager (Tech)i/c
Travancore Titanium Products Ltd.
Kochuveli.P.O, Thiruvananthapuram - 695 021.

DECLARATION

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

SIGNATURE OF THE TENDERER

Date :

Signature of the Tenderer

SUMMARY OF NOTICE INVITING TENDER

1. Defects liability period : Twelve months from the date of Completion
2. Period of final measurements and valuation : 3 months from the date of Completion
3. Date of commencement of work : Immediately from the date of issue of Work Order.
4. Period of completion of work : As per NIT
5. Earnest money deposit : Rs. 6,825/-
6. Security deposit : As per NIT
7. Retention money : As per NIT
8. Firm period of tender : As per NIT
9. Escalation : No Escalation
10. Liquidated damages : As per General Conditions of Contract



General Manager (Tech)i/c
Travancore Titanium Products Ltd.
Kochuveli.P.O, Thiruvananthapuram - 695 021.

Signature of the Tenderer

PROFORMA

(The Bidder should quote the rates on this Proforma only)

Name of work: Design, manufacture, supply, installation, testing and commissioning of Stitching machine with conveyor and all accessories at TTPL, Thiruvananthapuram.

Sl. No.	Item Description	Qty.	Amount (Rs.)
1.	Design, supply, loading, unloading, erection, testing & commissioning at site of Stitching machine of capacity 500 bags (25 kgs. per bag) per hour with conveyor (approx 3 meter long) and all accessories at TTPL	1 No.	
	GST extra @ 18%		
	Total Amount (Rs.)		

Signature of the Tenderer:

Date:

2.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

2.1 General

The following special conditions shall be read in conjunction with General Conditions of Contract (GCC) and amendments/ corrections thereto. Where any portion of the GCC are repugnant to or at variance with any provisions of the SCC, then, unless a different intention appears, the provision of the SCC shall be deemed to override the provisions of the GCC only to the extent that such repugnancy, or variations cannot be reconciled with the SCC and shall be to the extent of such repugnancy, or variations, prevail.

Wherever it is stated anywhere in this contract that such and such work is to be carried out, it shall be understood that same shall be effected/carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. The work in general shall be carried out as per the nomenclature of the individual items and in the particular specifications. For item of works, not covered above, the same shall be carried out as per instructions and specifications given by the Client.

For item of works, not covered above, the same shall be carried out as per CPWD specifications with upto date correction slips.

For any other item of work, not covered in the above paragraph, the same shall be done as per latest relevant BIS codes of practice.

2.2 Works to be done by Contractor

Unless and otherwise mentioned in the tender document, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost: -

- a) Foundation and brackets and components wherever required, including foundation bolts, etc. wherever specified.
- b) Sealing of all opening provided for pipes and cables, from fire safety point of view, after laying of the same.
- c) Painting of all exposed metal surfaces of equipment and components.
- d) Fixing of danger notice boards wherever required.
- e) Making good all damages caused to the structure, walls, floors, slabs, etc., during installation and restoring the same to their original finish.
- f) Consumables, fuels, cement, etc. required for the work, testing, trial runs and commissioning.
- g) Testing and commissioning of the installation.
- h) For any item of work, not covered in particular specification, the same shall be done as per latest relevant BIS codes of practice.
- i) For any item of work not covered in particular specification, the same shall be done as per sound engineering practice as directed/ approved by Engineer-in-Charge.

2.3 Important Note

No payment/compensation will be made to the Contractor for damage caused by rains, floods, cyclones, earthquakes, subversion, riots or other natural calamities during the execution of the Works. The damage to work shall be made good by the Contractor at his own cost and no claim on this account shall be entertained.

2.4 General Requirements and Arrangement of Materials

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender document or not.

Pipe/Cable Layout

Prior to the laying pipes/cables, the contractor shall submit to the Engineer-in-charge detailed layout plan and get it approved. The layout plan shall contain particulars regarding size & routes of pipes/cables, number of supports, all the fittings, inspection chambers etc provided along the route.

Centre of gravity

The centre of gravity of the assembled equipment shall be low and as near the vertical centre line as possible. If the centre of gravity is ex-centric relative to track, its location shall be shown on the outline drawing.

Quality of materials

All the materials and equipment supplied by the contractor for this work shall be new and should conform to relevant BIS Specifications. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site. The copies of purchase vouchers & gate passes should be produced along with the materials. The type test certificates, routine test certificates and acceptance test certificates are also to be submitted.

Inspection of material and Equipment

The materials should be inspected/ tested prior to the despatch after delivery by Purchaser. The inspection call should be given at least ten days in advance so as to depute the officials of Purchaser for the inspection.

Such inspection will be of the following categories:

1. Inspection of materials/equipment to be witnessed at the manufacturers' premises in accordance with relevant BIS/Agreement Inspection Procedure.
2. To receive materials at site with manufacturers' Test Certificate(s).
3. To receive materials after physical inspection at site.

Similarly, for fabricated equipment, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.

Rating of components

All current carrying components in an installation shall be of appropriate rating of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used, without their respective ratings being exceeded.

Storage of materials

The storage of materials brought to site is the full responsibility of the contractor. The contractor should construct necessary storerooms. The land required for stores will be provided by the Purchaser free of cost. The storeroom should be with double lock arrangement and key of one lock will be with Engineer-in-charge or his authorised representative and other one will be with the contractor.

Procurement of Materials

Contractor shall make his own arrangements for the procurement of all materials required for the work.

2.5 Samples

The Contractor shall be required to produce samples of all the materials sufficiently in advance to obtain approval of the Engineer-in-charge.

Approved samples shall be retained by the Engineer-in-charge until the completion of the work and all materials and workmanship incorporated in the work are to conform to the approved samples in all respects. Rejected materials shall be removed from the site immediately under the supervision of Engineer-in-charge.

If on handing over the site or at any time thereafter during the execution of work, the contractor considers that any drawing or information necessary for the execution of the work has not been provided, he shall inform the Engineer-in-charge in writing giving full details required. All materials or workmanship, which in the opinion of the Engineer-in-charge is defective or is unsuitable shall be removed immediately from the site within a reasonable time to be fixed by the Engineer-in-charge depending on the requirement in each case, failing which, the same shall be removed at the risk and cost of the Contractor. No claim whatever shall be entertained on this account.

Whenever B.I.S. codes are referred to in other particular specifications attached, the latest B.I.S. codes prevalent at the time of execution shall be followed.

2.6 Contract Documents

The Contract document is confidential and must strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers, if necessary) and to the purpose of the contract.

All tenderers shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all drawings given to them.

2.7 Bye-laws

The Contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for obtaining prior approval, if any, and payment of all fees and other charges, giving and receiving of all necessary notices and keeping the Engineer-in-charge informed of the said compliance with the bye-laws payments made, notices issued and received.

The Contractor shall indemnify Purchaser against all claims in respect of royalties, patent rights, design trade marks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with work or temporary work and from and against all claims, demands proceeding, cost, charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself and any every sort that may be legally incurred in respect thereof.

The Electrical work shall be carried out as per State Electrical Inspectorate / Central Electrical Authority, whichever is concerned. Standards/ specifications/ guidelines and the Contractor shall get the approval and safety certificate from the Inspectorate after the completion of work and before energisation.

2.8 Consumption of Materials

Proper record of daily consumption of materials shall be maintained at the site of work for each item as directed by the Engineer-in-charge. This is required to be done even if the contractor arranges these materials.

2.9 Co-ordination

The Contractor shall co-operate with other agencies working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondence and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent change found necessary or damages done.

However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. The Purchaser shall entertain no claim on this account.

2.10 Safety

Only properly tested and marked material handling equipment shall be used.

All important connections/assembly of sound design related to pulley/guide etc., including the supporting arrangement and fixing details shall be checked periodically and necessary rectifying actions are to be taken in order to ensure safe handling of loads during different operations.

All plant and machinery of the contractor shall observe the safety regulations needed for working in a project where other contractors/sub-contractors/ agencies might also be working on the project, so as not to interfere with the work of the other contractors or foul with their constructions shall be taken by the contractor and nothing extra is payable on this account.

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.

The rates quoted by the Contractor for all items except those where specific provisions indicated in the schedule of Requirements shall include all leads, lifts, and nothing extra shall be paid on this account.

The Contractor shall adjust his labour, staff, plant, machinery. etc., according to the requirement of work from time to time with particular regard to approved phases of work and no claim shall be entertained on account of idle labour, plant, machinery, etc., due to any reason whatsoever.

The Contractor shall clear the site thoroughly of all materials and rubbish etc., left out of his work and dress the site around the area to the satisfaction of Engineer-in-charge upon completion of the work and before release of payment of the last running bill. He will remove the labour huts on completion of the work. The payment of final bill will be subject to the compliance of this condition by the contractor.

2.11 Testing and Measuring Equipments

Equipment for measurement of work and testing the installation shall be procured by the Contractor for his use at his own cost. The same shall also be made available to the Engineer-in-charge without any charges for use of this work.

2.12 Water and Electric Supply

The water and power required for the work will be available free of cost. Water may be drawn from the source at site, if good quality water is available. Client takes no responsibility for the supply of either electricity or water.

Temporary wiring/cabing shall not be routed across floors, around doors. It shall be properly routed as directed by the Engineer-in-Charge. Temporary wiring shall be protected from sharp edges, heat and sunlight to avoid breakdown of the insulation

2.13 Tests

The Contractor shall produce samples of all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the work.

All the materials to be used in and on every part of the work shall be subjected, from time to time, to such tests as the Engineer-in-charge may direct. Such tests shall be performed at the expense of the Contractor. The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the Contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or removed forthwith and other suitable, approved material substituted.

The contractor shall produce on demand from the Engineer-in-charge, the necessary test certificates, Manufacturers' Authorization form certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.

All tools, instruments, plants and labour/operating personnel for the test shall be provided by the Contractor at his own cost. For any tests as directed by the Engineer-in-charge, that has to be carried out at an outside laboratory, the same should be carried out by the Contractor without any extra cost.

2.14 Site for Plants/Equipment, Stacking of Materials and Labour

The Contractor shall stack materials at the site of work strictly as per instructions of Engineer-in-charge keeping in view the safety and smooth progress of the project.

Nothing extra shall be payable for any extra lead involved in stacking the materials at a reasonable distance away from the work place.

Site for labour camps will be under the scope of contractor.

2.15 Site Maintenance during Construction

The Contractor and each Sub-Contractor shall from time to time clear and remove all rubbish and obstructions and driveways in the work area shall be kept clear and unobstructed at all times. Nothing extra shall be paid on this account.

2.16 Insurance

The Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his risks as detailed herein. The form and the limit of such insurance as defined herein together with the under written thereof in such case shall be as acceptable to the Purchaser.

However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contract shall be of the Contractor. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. Any loss or damage to the construction equipment or materials during handling, transporting, storage and erection, till such time as the work is certified by the Engineer-in-charge as having been completed in all respects & is taken over by the Purchaser: shall be to the account of the Contractor and his responsibility preferring all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the work damaged or lost. The completion of work shall not, in any, way relieve the Contractor of the above responsibilities during the period of the contract. The Contractor shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of this contract.

Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least twenty (20) days in advance regarding the expiry/cancellation and/or change in any of such documents and insurance revalidation/renewal, etc., well in time as may be necessary. The risks that are to be covered under the insurance shall include but not be limited to the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the work from time to time. All costs on account of insurance liabilities covered under the contract will be on the Contractor's account and will be included in contract price. However, the Purchaser, may from time to time during the pendency of the contract, ask the Contractor in writing to limit the insurance coverage risks and in such a case the parties to the contract will agree for a mutual settlement for reduction in contract price to the extent of reduced premium account.

2.17 Insurance for Staff

The Contractor shall insure all his staff working at site against injury, loss of life etc., and the Purchaser will entertain no claims of compensation in this regard. The Contractor shall indemnify the Purchaser against all such claims as above, by his staff.

2.18 Compensation for Delay

If the Contractor fails to complete the work and clear the site for any particular phase on or before the stipulated completion time of that respective stage or extended period of completion, he shall, without prejudice to any other right or remedy of the Purchaser on account of such breach, pay as agreed a compensation of the amount calculated on the basis of General Conditions of Contract.

The Contractor shall maintain in perfect condition all works executed till the completion of the entire works allotted to him. When, phased handing-over is contemplated, the provisions mentioned above will apply to each phase.

2.19 Guarantee

At the close of work and before issue of final certificate of total completion by Engineer-in-charge, the contractor shall furnish a written guarantee indemnify the Purchaser against defective materials and workmanship for a period of one year after completion. The Contractor shall hold himself fully responsible for reinstallation or replace free of cost to the Purchaser during the defect liability period as stipulated hereunder:

- a) Any defective material supplied by the Contractor or defective workmanship of the Contractor.
- b) Any material supplied by the Purchaser/owner, which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.

2.20 Payment Terms for the Supply, Installation, Testing and Commissioning

- i) **Advance Payment:** 20% of the work order value as advance shall be paid on submission of bank guarantee for an amount equal to 100% of the advance amount from a nationalized bank till the commissioning of the work.
- ii) **On completion of supply:** Up to 50 % of the work order value as of the supplied items as assessed by the Engineer-in-Charge, for the materials supplied shall be paid as on account payment on the strength of certificate issued by the Engineer-in-Charge.
- iii) **On taking over:** Up to 20% of the work order amount, less the initial payments till date, shall be paid on completion of testing trial run, and successful commissioning and issue of Preliminary Acceptance Certificate.
- iv) **On Final Acceptance:** 10% of the contract amount shall be paid after meeting warranty/guarantee requirements and completion of warranty/guarantee period or on submission of bank guarantee for an amount equal of 10% of the contract amount from a nationalized bank which will be released only after the guarantee period

All the payments are made, after deducting there from the amounts already paid, the security deposit, income tax and other amounts as may be deductible or recoverable in terms of the contract.

The amount admissible for interim bills shall be normally paid within a month from the date of receipt of the bill by the Engineer-in-charge after such verification as is considered necessarily.

Pending consideration of extension of date of completion, interim payments shall continue to be made as here in provided.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall have itself be inclusive evidence that any work or materials to which it relates is/are in accordance with the contract.

2.21 Approval/Statutory Approval

All works shall be carried out as per state department rules and regulations and approval/clearance certificate from the local department/other statutory bodies shall be taken by the contractor after successful completion of the work.

Contractor has to obtain necessary scheme approval, if any, from the statutory authorities concerned immediately after the award of work.

All testing/calibration etc., are to be carried out as per the requirements of statutory authorities concerned.

All costs incurred in obtaining such approval/certificates are to be borne by the contractor. Statutory fees paid shall be reimbursed on presentation of documents.

All the electrical equipment to be supplied and works to be executed shall conform to the State Electrical Inspectorate / Central Electrical Authority Standards/Safety Authority including all protection and metering accessories. Nothing extra will be paid in this regard.

The contractor should obtain Energisation approval from Electrical Inspectorate and other statutory authorities after completion of the works.

2.22 Structural Alterations to Building

No structural member in the building shall be damaged/altered, without prior approval from the Engineer-in-charge.

Structural provisions like openings, if any, provided by Purchaser for the work, shall be used. Where these require modifications, such contingent works shall be carried out by the contractor, at his cost.

All cut out openings in floors provided by Purchaser shall be closed, after installation, in accordance with the schedule of work.

All cuttings made by the contractor in connection with the works shall be filled by him at his cost to the original finish.

2.23 Phasing of Works

The total period for completion of works under this contract is as given in the bid document. The work has to be carried out in phases as directed by the Engineer-in-charge from time to time so that the total project work can progress smoothly with least obstruction to the work of other Contractors/agencies.

2.24 Programme of Works and Progress Reports

Contractor to submit Programme

The contractor is required to inform at least seven days in advance before starting of any new item of work.

After the acceptance of his Tender, the Contractor shall, within fifteen days, submit to the Engineer-in-charge for his approval, a detailed program taking into account the total time period stipulated in the contract showing the order, the procedure and method in which he proposes to carry out the work.

He shall furnish the particulars in writing of his arrangements of manpower, plant and machinery and all other resources owned and dedicated to this work. Cash flow during the execution of project for procurement of materials and for carrying out the work including temporary work that the contractor intends to construct shall also be furnished.

In support of this programme, the Contractor shall submit a work schedule in the form of a CPM/PERT chart prepared using 'MS Project'. The Engineer-in-charge shall modify the programme submitted by the Contractor and approval shall be given by the Engineer-in-charge indicating the major milestones. The programme approved by the Engineer-in-charge shall be final and binding on the Contractor. The approval by the Engineer-in-

charge of such programme, or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

During the progress of work, the Contractor shall be required to furnish the resource mobilisation plan as required by Engineer-in-charge to keep the target date of completion.

2.25 Progress Reports and Schedules

The Contractor shall submit to the Engineer-in-charge by the third day of every month, two (2) copies of a report duly updated along with CPM/PERT in 'MS Project' proforma showing the progress made in the works during the previous month.

The Contractor shall also submit by the end of every month his anticipated progress schedule for all items of work for the following month in two (2) copies in an approved proforma to the Engineer-in-charge.

2.26 Detailed Working Drawings

The detailed execution drawings are to be prepared by the contractor as per the relevant BIS specifications and the State / Central Electrical Inspectorate standards /specifications/ guidelines and should obtain necessary statutory approvals/sanctions prior to execution. Drawings provided by the Purchaser, if any, shall at all times be properly correlated before execution. In case of any discrepancy, the same should be brought to the notice of Engineer-in-charge immediately. However, the discrepancy in the item given in the Schedule of Requirements appended with the tender drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

2.27 BOQ

BOQ is enclosed in the tender documents (refer Page No.10).

2.28 Progress of Supply

Contractor shall regularly intimate progress of supply, in writing, to the purchaser/Engineer-in-Charge as under:

1. Quantity offered for inspection and date;
2. Quantity accepted/rejected by inspecting agency and date;
3. Quantity dispatched/delivered to consignees and date;
4. Quantity where incidental services have been satisfactorily completed with date.
5. Quantity where rectification/ repair/ replacement effected/ completed on receipt of any communication from consignee/ purchaser with date;
6. Date of completion of entire contract including incidental services, if any; and
7. Date of receipt of entire payments under the contract (in case of stage-wise inspection, details required may also be specified).

2.29 Schedule & Completion

The proposed delivery and completion schedule shall be based on the projected completion and handing over of the entire work.

The bidders shall furnish detailed bar chart and schedule along with the bids and shall update the same duly co-ordinate with other contractors/agencies during the progress of construction.

2.30 Virtual Completion

The work shall not be considered as completed until the Engineer-in-charge has certified in writing that the work has been virtually completed and the Defects Liability period shall commence from the date of such certificate.

Should it become necessary to occupy any portion of the building or to use any part of any equipment, before the contract is completed, the same shall not constitute an acceptance of any part of the work unless so stated in writing by the Engineer-in-charge.

2.31 Completion Drawings and Certificate

For all work completion report as given in the pro-forma for test results shall be submitted to the Engineer-in-charge, after completion of work.

On completion of work, the Contractor shall submit "As fitted drawings" drawn to a suitable scale in tracing sheet with three copies and one set of computer floppy diskettes/CD ROMS of the same to the Engineer-in-charge before the submission of the final bill.

1. The Schematic diagram of control wiring showing all protective schemes, if applicable.
2. General layout of the site showing therein routes of cables and equipment position.
3. Schedule of lengths, types and sizes of cables, motors and machines etc.
4. Name of work, job number, accepted tender reference, actual date of completion, names of Division/Sub-Division, and name of the firm who executed the work with their signature(s).
5. Routine and type test certificates (3 sets)
6. Detailed Operation and Maintenance Manuals (3 sets)
7. Detailed erection, testing and commissioning manuals (3 sets).

2.32 Handing over the site

The site shall be handed over in Phases, if warranted. Contractor shall plan the work as per the phasing decided by the Purchaser and no claim will be entertained for not handing over the entire area in one stretch. In case there are small patches, which could not be handed over due to legal and technical reasons, this will not be considered as obstructions and no claim will be entertained for delays for such reasons.

2.33 Deviations from Purchaser's Specification

No deviations from purchaser's specification are allowed.

2.34 Conformity to Rules and Standards

The work shall be carried out in the best workmanlike manner in conformity with this specification, the relevant specification/codes of practice of the Bureau of Indian Standards or recommendations (Except where specified otherwise) and other relevant standards with latest amendments, approved drawings and the instructions issued by

the Engineer-in-charge or his authorised representative, from time to time. Equipment meeting any other authoritative standard, which ensures an equal or better quality than the above standards, will also be acceptable.

In addition to the standards, all works shall also conform to the requirements of the followings:

- a) All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act- 2003, Indian Electricity Rules 1956 amended upto date (Date of call of tender unless specified otherwise)
- b) The works shall also conform to relevant Bureau of Indian Standards' Codes of practice (COP) for the type of work involved.
- c) Materials to be used in work shall be ISI marked wherever applicable.
- d) In all electrical installation works, relevant Safety codes of practices shall be followed.
- e) Insurance Regulations/Tariff Advisory Committee.
- f) Regulations laid down by the Chief Electrical Inspector of the State Electrical Inspectorate/State/Central Electricity Authority or any other agencies concerned.
- g) Regulations laid down by the Factory Inspector of the State.
- h) Any other regulations laid down by the local authorities.
- i) Installation & operating manuals of original manufacturers of equipment.

2.35 Rebate/Extra over original item

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows:

For items not covered in the schedule, rebate/extra shall be derived based on observation/ analysis of labour and materials involved in such items.

2.36 Price all Inclusive - Taxes, Permits, Licenses and other charges

The Contractor shall be liable and pay duly all non-Indian taxes, duties, levies, lawfully assessed against the Owner/Purchaser or the Contractor in pursuance of the Contract as per Terms and Conditions of the Contract. In addition the Contractor shall be responsible and liable for the payment of all Indian duties, levies, and taxes lawfully assessed against the Contractor. This Clause shall be read in conjunction with relevant Clause of Instruction to Bidder

All tariffs, duties, taxes and other charges levied on the goods by the country of origin if any shall be borne by the Contractor for Foreign supplies.

The Contractor shall be solely responsible for all taxes that may be levied on the Contractor or on the earnings of any of his employees or personnel engaged by him and shall hold the Owner/Purchaser indemnified and harmless against any claims that may be against the Owner/Purchaser in this behalf. The Owner/Purchaser does not

undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the Contractor or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Owner/Purchaser.

The quoted Contract Price shall include all taxes, duties, octroi, labour cess, GST, freight charges, insurance, loading, unloading charges, supply, installation, testing charges, commissioning charges, etc. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the Employer on production of documentary evidence. However any increase in the duties & taxes during construction because of delays in the completion of work attributed to the Contractor shall be to the Contractor's account. The bidder shall indicate clearly the taxes and duties considered in percentage in price schedule.

Cess as per Building and other Construction Workers Welfare Cess Act (Act 28 of 1996) at the rates prevailing in force at the time of payment of bills, of the cost of construction should be borne by the contractor and the same will be deducted from contractor's bills while making payment or when crediting amount to contractor's account.

2.37 Data/Drawings/Documents

The bidder shall submit the following data/information/drawings/documents as indicated below:

- i) Descriptive literature of the various equipment offered with catalogues, if any.
- ii) Guaranteed technical particulars of the equipment and performance particulars
- iii) Approximate dimensions and weights and preliminary G.A drawings.
- iv) List of optional features with extra price.
- v) Make of various equipment and associated components/ accessories.
Where applicable, preliminary schematic of the equipment/ system offered in the tender.

Brief write up on control scheme and features.

Within 2 weeks of order, Contractor shall submit 2 sets of following documents for purchaser's approval.

- i) Guaranteed Technical and Performance particulars.
- ii) G.A Drawings with dimensions and weight, plan and sections and fixing/foundation details in A2 (minimum)
- iii) Where applicable, control scheme drawings with write-up and all terminal numbers for external hook up.
Subsequently, 4 sets of the revised documents shall be submitted incorporating clients comments as Final Drawings for Purchaser's reference and records before the equipment is offered for inspection.

INFORMATION ABOUT THE TENDERER
(To be filled by the tenderer)

1	Name of Bidder		
2	Registered office with address for communication	Full postal address	
		Telephone No.	
		Mobile No.	
		Fax. No.	
	Email Id		
3	Status of the bidder (individual / Partnership/Private Company/Public Limited Company)		
4.	Details of local office	Address	
		Contact Person	
		Tele. No.	
		Mobile No.	
		Fax No.	
	Email Id		
5	Particulars of experience as Prime Contractor as per eligibility criteria mentioned in NIT		
6	Annual turnover for the last three years	2017-18	
		2018-19	
		2019-20	
7	Permanent Account Number (PAN)		
8	GST Rate applicable to this particular job		
9	GST Tax Regn. No.		
10	GST Category		
11	PF Reg. No		
12	ESI Reg No.		

Signature & Seal of tenderer:
Date:

Name of Tenderer:
Address:

3.0 CONTRACT FORM
(ON NON-JUDICIAL STAMP PAPER OF Rs.200/-)

THIS AGREEMENT made in day of 20... between
(Name of Owner) of (Address of Owner) (hereinafter called “the Owner”)
of the one part and (Name of Contractor) of
(Address of Contractor) (hereinafter called “the Contractor”) of the other part:

WHEREAS the Owner invited bids for the execution of work viz.,
(Brief description of work) and had accepted a bid by the Contractor for the work in the sum of
..... (Contract price in words and figures) (hereinafter called
“the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a. the Tender Document No..... and the Price schedule submitted by the Contractor.
 - b. the Owner’s Letter of Acceptance.
3. In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Owner to complete the work and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Owner hereby covenants to pay the Contractor in consideration of the execution of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

TOTAL CONTRACT PRICE:

TIME OF COMPLETION:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (for the Owner)
in the presence of:

Signed, Sealed and Delivered by the
said (for the Contractor)
in the presence of

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND
(On Non-Judicial Stamp Paper)

To

General Manager (Tech.)i/c
Travancore Titanium Products Ltd.

In consideration of the.....(hereinafter called Travancore Titanium Products Ltd.) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said contractor(s)” for the work.....(hereinafter called “the said agreement”) having agreed to production of an irrevocable bank guarantee for Rs..... (Rupees..... Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said contract.

1. We.....(indicate the name of Bank)(hereinafter referred to as the “Bank”) hereby undertake to pay to the Travancore Titanium Products Ltd. an amount not exceeding Rs.....(Rupees..... only) on demand by the Travancore Titanium Products Ltd.

2. We.....(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Travancore Titanium Products Ltd. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said 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, the said Bank, further undertake to pay the Travancore Titanium Products Ltd. any money so demanded notwithstanding any dispute or disputes raised by the contractors) 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 and the contractor(s) shall have not claim against us for making such payment.

4. We the said bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Travancore Titanium Products Ltd. under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

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

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We the said bank lastly undertake not to revoke this guarantee except with the previous consent of the Travancore Titanium Products Ltd. in writing.

8. The guarantee shall be valid up tounless extended on demand by the Travancore Titanium Products Ltd. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... Only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the..... Day of.....For.....;

In presence of:

WITNESS

1. For and on behalf of (The Bank)
Signature.....
Name & Designation.....
.....
2.
Authorization No.
Name & Place.....
Bank's Seal.....

The above Guarantee is accepted by Travancore Titanium Products Ltd.

For and on behalf of Travancore Titanium Products Ltd.

Signature _____

Name _____

Designation _____

Dated _____

Note:

*** For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

1. Shri _____ son of _____ resident of _____.
2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said Contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives).

*** For Companies**

M/s. _____ a company registered under the Companies Act, 1956 and having its registered office in the State of _____ (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assignees).

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

To
General Manager (Tech.)i/c
.....

In consideration of the Purchaser (Travancore Titanium Products Ltd.) having its head office at (which expression shall unless repugnant to the subject or context includes its administrators, successors and assignees) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and(Travancore Titanium Products Ltd.) connection with the work of _____ (hereinafter called the said contract), to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract, We the _____ Bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified(Travancore Titanium Products Ltd.) from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by(Travancore Titanium Products Ltd.) by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by(Travancore Titanium Products Ltd.) on demand and without demur to the extent aforesaid.

2. We, the _____ Bank, further agree that(Travancore Titanium Products Ltd.) shall be the sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by ... (Travancore Titanium Products Ltd.) on account thereof and the decision of(Travancore Titanium Products Ltd.) that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered to or suffered by or that may be caused to or suffered by(Travancore Titanium Products Ltd.) from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till at the dues of(Travancore Titanium Products Ltd.) under, the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claimed satisfied or discharge and till the Travancore Titanium Products Ltd. of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guaranty subject, however, that(Travancore Titanium Products Ltd.) shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the defects Liability period as provided in the said Contract. i.e. _____ (date) or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guaranty has been served on the Bank before the expiry of the said period in which case the

same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

4.(Travancore Titanium Products Ltd.) shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extended time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforcing or forbear from enforcing any of terms and conditions governing the said Contract or securities available to(Travancore Titanium Products Ltd.) and the said Bank shall not be released from its liability under these presents by any exercise by(Travancore Titanium Products Ltd.) if any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of(Travancore Titanium Products Ltd.) or any indulgence by(Travancore Titanium Products Ltd.) to the said Contractor or any other(Travancore Titanium Products Ltd.) matter or thing whatsoever which under the law relating so sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for(Travancore Titanium Products Ltd.) to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, not withstanding any security which(Travancore Titanium Products Ltd.) may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of(Travancore Titanium Products Ltd.) in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this..... Day of

In presence of:

WITNESS

1. For and on behalf of (The Bank)

Signature

Name & Designation
.
.....
.....
2. Authorisation No.

Name & Place

Bank's Seal

The above Guarantee is accepted by(Travancore Titanium Products Ltd.)

For and on behalf of(Travancore Titanium Products Ltd.)

Signature _____
Name _____
Designation _____
Dated _____

Note:

*** For Proprietary Concerns**

Shri _____ son of _____ resident of _____
carrying on business under the name and style of _____ at _____
(hereinafter called “the said Contractor” which expression shall unless the context requires
otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

1. Shri _____ son of _____ resident of _____.
2. Shri _____ son of _____ resident of _____
_____ carrying on business in co-partnership under the name
and style of _____ at _____ (hereinafter collectively called
“the said Contractor” which expression shall unless the context requires
otherwise include each of them and their respective heirs, executors,
administrators and legal representatives).

*** For Companies**

M/s. _____ a company registered under the Companies Act, 1956 and having its
registered office in the State of _____ (Hereinafter called “the said Contractor”
which expression shall unless the context requires otherwise include its administrators,
successors and assignees).

4.0 TECHNICAL SPECIFICATION

4.1.0 Scope of Work

This specification covers the technical requirements for **design, supply, loading, unloading, erection, testing & commissioning at site and providing guarantee for Stitching machine with conveyor and all accessories**. The system shall be of proven design and capable of actual field operation for the desired materials without any difficulty or problem whatsoever. As such, the quality and performance guarantee for compliance with this specification shall be the prime responsibility of the successful tenderer.

The tenderer shall be thoroughly conversant with the specified requirements, standards, quality and workmanship for trouble free operation of the equipment.

4.2.0 Standards

4.2.1 The design, manufacture and testing of the equipment shall comply with the latest editions of appropriate standards.

4.2.2 Unless mentioned otherwise, all applicable codes and standards in their latest editions as published by the Bureau of Indian Standards shall govern in respect of design, workmanship and properties of materials and methods of testing. In case where suitable Indian Standards are not available, generally accepted codes and practices shall be adopted.

4.2.3 In cases where the offer deviates from the specified standards, the tenderer shall indicate clearly in his offer the reasons for deviation, standards proposed to be adopted by him and the details thereof.

4.3.0 TECHNICAL REQUIREMENTS

4.3.1 The plant shall comprise of stitching machine having a rated capacity of 500 bags per hour with 3 meter long conveyor, having foot switch operation.

4.3.2 The contractor should indicate the space requirement in their offer.

4.3.3 The contractor shall submit a properly dimensioned drawing indicating the layout of their equipment in consonance with the general schematic detailed in building layout drawing.

4.3.4 Foundation details shall be shown in a separate drawing.

4.4.0 CONSTRUCTIONAL FEATURES OF THE STITCHING MACHINE

4.4.1 The stitching machine shall be rigid, robust and of sturdy construction. Details of this arrangement shall be explained in the offer.

4.4.2 Construction of the stitching machine shall be such that parts of the stitching machine which are required to be maintained regularly shall be located as to be conveniently accessible.

4.4.5 Component Details

4.4.5.1 Pillar Unit

The sewing head mounted on a pillar unit for adjusting height of the stitching head above the conveyor and fitted with a nibbler knife two for double thread interlock stitching operating at a speed of 7.5 m/min. The machine should be complete with motor, V-belt

drive and electrical control unit. The control panel should be mounted on base frame of stitching machine. Operation should be through a direct-on-line starter.

4.4.5.2 Conveyor Unit

The conveyor should be of minimum 3 meters (approx) length. Conveyor should be complete with frame work of rolled steel section, bag guide to ensure smooth travel of vertical bags, with geared motor.

4.4.5.3 Operation

The operation should be with foot switch control, for conveyor operation and stitching of the bags.

4.5.0 ELECTRICALS, INSTRUMENTATION AND CONTROLS

4.5.1 Instrumentation and Controls

4.5.1.1 The Machine shall be provided with sufficient controls and indicators to ensure proper operation.

4.5.1.2 The unit shall also be given a running test and all instruments shall be calibrated prior to dispatch. A copy of the running test report shall be submitted along with the unit.

4.5.2 Equipments

Contractor shall furnish the type and make of the equipments proposed to be supplied along with necessary technical particulars for the same.

4.6.0 DATAS TO BE FURNISHED BY THE TENDERER:

1	Capacity of Stitching Machine	:	500	Bags per hour
2	Number of Heads	:		No.
3	Stitching Speed	:		m/min
4	Stitching Type	:		
5	Drive motor Rating	:		hp
6	Drive motor nominal efficiency	:		%
7	Duty Cycle	:		
8	Full load current	:		Amps
9	Drive motor	:		RPM
10	Class of insulation(Drive motor)	:		
11	Stitch range	:		mm
12	Thread cutting	:		
13	Feeding Direction	:		
14	Thread holder(type and MOC)	:		
15	Height adjustable range	:		mm
16	Needle to be used	:		
17	Thread availability	:		Suitable to Nylon, Cotton, Polyester Thread.
18	GA drawing attached	:		Yes/No
19.	Safety devices provided. (To be detailed by the supplier)			
20.	Control systems: Detailed description of system offered, capacity regulation etc.			
11.	Indicators provided on control panel.			
12.	List of standard accessories provided			
13.	Special features, if any.			

Note- If the above clauses are found inadequate for furnishing all necessary information of the stitching Machine offered, the tenderer may append further information separately.

4.7.0 BATTERY LIMITS

4.7.1 Power (as applicable)

Power at 415 V +-10 % 50 Hz +-5 % will be made available at single point at the incoming terminals of the Motor starter control panel. All further power distribution including Panels, Power control cables, Motors, earthing system etc. complete shall be under the scope of the Stitching Machine supplier.

4.8.0 Shop Inspection and Testing

4.8.1 The unit will be inspected at Supplier's premises and the Supplier shall carry out any change or modifications as pointed out by the Purchaser during inspection at no extra cost. The Supplier shall dispatch the equipment only after obtaining clearance from the Purchaser. However, the Purchaser inspection and certification does not absolve the supplier of his responsibilities towards the satisfactory operation and the guarantee/warranty of the system.

4.8.2 The manufacturer shall calibrate the equipments and conduct all tests required to ensure that the equipment furnished shall conform to the requirements of the applicable codes in presence of Purchaser. All tests and test procedures proposed by the manufacturer shall be submitted to the Purchaser for his approval.

4.8.3 The Purchaser's representative shall be given full access to the shop in which the equipment is being manufactured or tested. The Purchaser shall be notified well in advance of the fabrication and major tests for the purpose of general inspection and witnessing the tests.

4.8.4 All material used shall be of tested quality. The test certificate shall be made available to the Purchaser's representative. In case of non-availability of test certificates, material shall be tested by the supplier at his own cost, to establish conformance to the relevant standards.

4.8.5 The quality of fabrication work and welding shall be of the highest order in accordance with the requirements of Indian standards.

4.8.6 Visual inspection for general workmanship and smoothness.

4.9.0 Painting and Shipment

4.9.1 All external surfaces shall be cleaned of loose substance and foreign material, e.g. dirt, rust, scale, oil, grease, welding flux, etc. so that the zinc phosphate primer coat adheres to the original metal surface. The work shall be carried out generally in accordance with IS:1477 (Part I) amended up to Decemeber2010. The surface shall be cleaned either by sand blast to grade S.A.2.5 using graded sand or by acid pickling using dilute sulphuric or hydrochloric acid followed by thorough rinsing with fresh water. The prime coat shall be applied immediately after the surface preparation.

4.9.2 Paint shall be applied in accordance with manufacturer's recommendations as supplemented by this specification.

4.9.3 The prime coats shall consist of two coat of Zinc phosphate` primer.

4.9.4 Finish painting shall consist of three coats of epoxy paint as per manufacturer's specification.

- 4.9.5 Dry film thickness for each coat shall be about 25 microns and total dry film thickness shall not be lower than 125 microns.
- 4.9.6 No shipment shall be made unless clear dispatch instructions are obtained from purchaser's representative.
- 4.9.7 All projected parts shall be properly protected to avoid damage during transit.
- 4.9.8 Touch up painting for damaged coats during transit / erection should be done by the contractor. Prior painting proper cleaning of the damaged portions to be done.

4.10.0 Site Facilities

- 4.10.1 The bidder shall indicate clearly the work to be carried out at site and the procedure to be followed at Purchaser's site.
- 4.10.2 For the work to be executed at site, electricity will be made available near the work site. The Contractor shall ensure that the facilities are not misused or wasted.
- 4.10.3 Accommodation/transport of workmen and supervisors of the Contractor shall be the responsibility of the contractor.

4.11.0 Erection and Commissioning

- 4.11.1 All equipments shall be erected by the contractor on the locations as directed by the Engineer In Charge.
- 4.11.2 Installation and commissioning of the complete system will be done by the agency.

4.12.0 Time of Completion

The period of the Contract shall commence immediately from the date of issue of Work order. The whole work under this Contract including commissioning shall be completed in all respects within the time of completion specified in the notice inviting tender from the date of commencement of the contract.

4.13.0 Performance Guarantee and Warranty

- 4.13.1 Contractor shall guarantee that all materials used for the equipment have been submitted to regular acceptance procedure and free from any defect regarding quality, form and appearance.
- 4.13.2 Any equipment, or its part not having been submitted to wrong operating service or faulty manipulation and found defective during erection, test or during operation, shall be repaired / replaced by the Contractor without delay and free of cost within the guarantee period.
- 4.13.3 In case of defective equipment Purchaser shall have the option to repair/replace the equipment after intimating to the manufacturer, in order to avoid time delay. In such an event, Purchaser shall be entitled to recover the cost of such repair / replacement from the Contractor.
- 4.13.4 The Contractor shall guarantee that upon completion of the satisfactory commissioning and acceptance of the equipment by the purchaser, all portions thereof will be in accordance with requirement of the contract and will be perfect as to design, materials, workmanship etc. for a minimum period of one year from the date of provisional acceptance of the equipment as per general conditions of contract.

4.13.5 The contractor shall further guarantee that during the guarantee period, he will repair all defective equipments and replace all defective materials furnished or installed under this contract, free of cost to the purchaser.

4.13.6 The performance of the systems as per the above requirement shall be guaranteed for a minimum period of 12 months from the date of commissioning.

4.13.7 The contractor shall ensure provision of sufficient quantity of commissioning spares required for proper erection and commissioning of the equipment until final acceptance following demonstration of performance guarantee.

4.13.8 Contractor shall furnish detailed specifications of the recommended lubricants, their brand names and the quantity required for one-year consumption. The first fill of lubricant as per the manufacturer's recommendations shall be provided by the contractor.

4.14.0 Safety and Environmental Aspects:-

4.14.1 The total system should have adequate built-in precautions to prevent any fire or explosive hazards.

4.14.2 Safety systems should be as per relevant IS codes.

4.15.0 Data to be furnished by the Tenderer (as applicable)

The tenderer shall submit all catalogues, leaflets, detailed technical specification, etc. for the equipment. Drawings showing all the design, operational and maintenance features, major dimensions, details of foundations including layout etc., shall be submitted along with the offer. Technical data for individual items of equipment as per data sheet in addition to details of all equipment within the battery limit shall be submitted along with the tender. The tenderer shall also submit a general arrangement drawing and approximate layout showing the space requirement etc.

Other Specifications and technical data to be furnished by the tenderer wherever applicable

- Data Sheets
- G.A drawings
- Drawings with dimensions of equipment
- Equipment Layout Drawings with elevations
- Equipment Specifications
- Empty Weight
- Foundation Drawings with load details of each equipment.
- Safety devices provided.
- Service and spare parts availability
- Manufacturing and delivery schedule
- List of customers to whom similar units have been supplied
- Erection, Operation & Maintenance manual with detailed list of spare parts
- Compliance Statement

4.16.0 List of Approved Make

4.16.1 Reed Medway.