

# TENDER DOCUMENT

FOR

Repair and Renovation of Civil & Electrical Works for 'Copyright Board & Copyright Office (CRB&CRO)' at August Kranti Bhawan, Bhikaji Kama Place, New Delhi

MAY, 2014

## **VOLUME- VI: APPENDIX & FORMS**



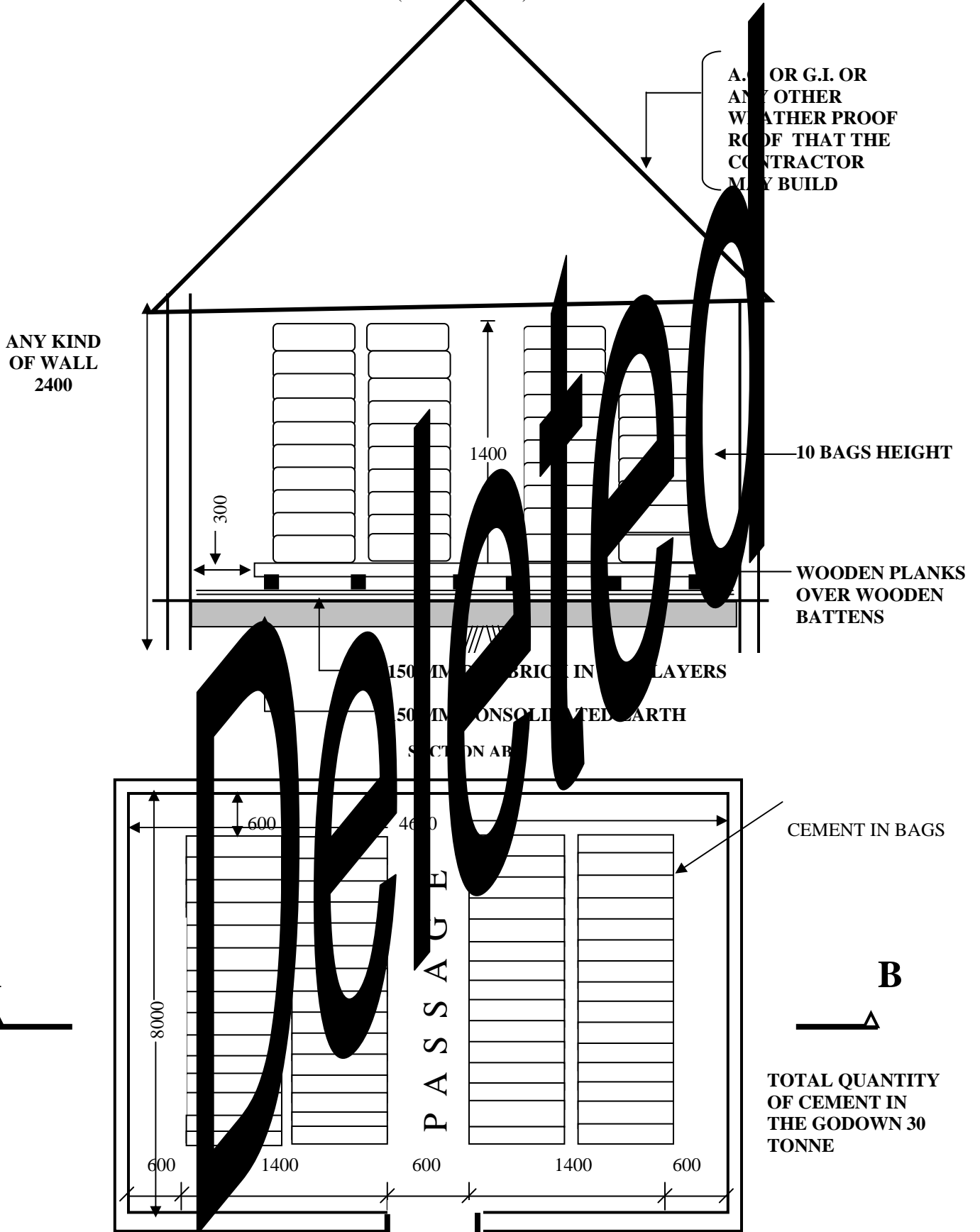
**EdCIL (India) Limited**  
*(A Government of India Enterprise)*  
**Ed.CIL House, 18 – A, Sector 16 A**  
**Noida – 201301**

*Note : This document is serially numbered from page 01 to 14.*

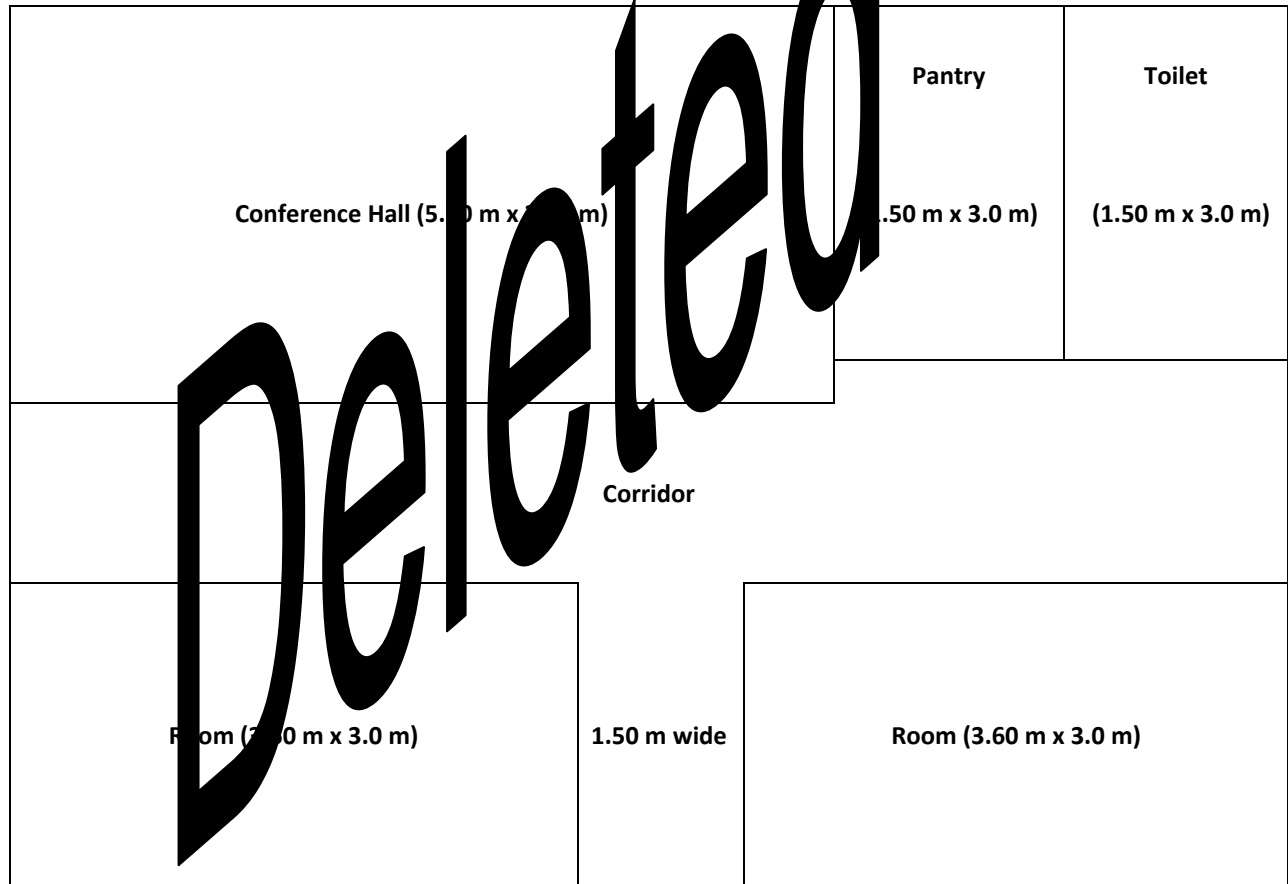
# INDEX

| S.No.           | CONTENTS  | PAGE  |
|-----------------|---|-------|
| <b>Appendix</b> |   |       |
| 1.              | Sketch of Cement Godown.  | 1     |
| 2.              | Sketch of Site Office.  | 2     |
| <b>Forms</b>    |   |       |
| 3.              | Cement Register   | 3     |
| 4.              | Guarantee Bond for Water Proofing Works                         | 4-5   |
| 5.              | Guarantee Bond for Stone Works                                  | 6     |
| 6.              | Guarantee Bond for Aluminium Works                              | 7-8   |
| 7.              | Guarantee Bond for Water Supply and Sanitary Installation Works | 9     |
| 8.              | Format of Bank Guarantee for Earnest Money Deposit              | 10    |
| 9.              | Format of Bank Guarantee for Performance Security               | 11-12 |
| 10.             | Letter of Intent  | 13    |
| 11.             | Form of Solvency Certificate from a Nationalized Bank           | 14    |

**SKETCH FOR CEMENT GODOWN**  
(NOT TO SCALE)



## SITE OFFICE



## Cement Register

| PARTICULARS OF RECEIPT |                   |                   |               |                 |                               | PARTICULARS OF ISSUES                   |              |                       |                       |                                 |         |
|------------------------|-------------------|-------------------|---------------|-----------------|-------------------------------|---|--------------|-----------------------|-----------------------|---------------------------------|---------|
| Date of Receipt        | Quantity received | Progressive total | Date of Issue | Quantity issued | Item of work for which issued | Quantity returned at the end of the day | Total issues | Daily balance in hand | Contractor's initials | EdCIL's Representative initials | Remarks |
| 1.                     | 2.                | 3.                | 4.            | 5.              | 6.                            | 7.                                      | 8.           | 9.                    | 10.                   | 11.                             | 12.     |
| Deleted                |                   |                   |               |                 |                               |   |              |                       |                       |                                 |         |

## GUARANTEE BOND FOR WATER PROOFING WORKS

The Agreement made this ..... Day of ..... Two Thousand Thirteen between -----  
(Day) (Months)

-----  
(Name & Address of Contractor)

(hereinafter called the Guarantor of the one part) and the Director, -----of the other part.

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated ----- and made between the GUARANTOR of the one part and the Ed.CIL of the other part, whereby the Contractor, per alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR has agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for TEN years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be TEN years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defect, misuse of roof or alteration made for such purpose :

- (a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chipping of floor and things of the same nature which might cause damage of the roof.
- (b) Alteration shall mean construction of an additional storey on a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in parts.
- (c) The decision of the -----with regard to cause of leakage shall be final.

During this period of guarantee the Guarantor shall make good all defects and in case of any defect being found render the building water proof at his cost to the satisfaction of ----- The Guarantor shall commence the work for such rectification within seven days of the date of issue of the notice from -----, calling upon him to rectify the defects failing which the work shall be got done by -----, through some other contractor/agency at the GUARANTOR's cost and risk. The decision of -----as to the cost payable by the Guarantor shall be final and binding.

That if Guarantor fails to rectify the defects in the water proofing treatment so as to render the building/structure water proof or commits breach thereunder then the Guarantor will -----, and their successors against all loss, damage, cost expenses or otherwise which may be incurred by -----, by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement

As to the amount of loss and/or damage and/or cost incurred by the -----the decision of -----will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor ----- and by ----- and for and on behalf of -----on the day, month and year first above written.

SIGNED, SEALED AND delivered by GUARANTOR in the presence of :

1.

2.

SIGNED FOR AND ON BEHALF OF THE ----- by ----- in the presence of

:

1.

2.

Remarks :

- i) *This form is included in the tender document only for the information of tenderers. Only the successful tenderer will in due course be required to complete this form.*
- ii) *Stamp Duty of this Agreement will be borne by the successful tenderer.*
- iii) *The Bond to be submitted separately by the successful tenderer on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred) only.*

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF STONE WORKS**

The Agreement made this ..... day of ..... two thousand and ..... between ..... son of ..... (hereinafter called the Guarantor of the one part) and ..... (hereinafter called the --- of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract dated ..... and made between the GUARANTOR OF THE ONE part and the --- of the other part, whereby the Contractor inter alia, undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give guarantee to the effect that the said work will remain structurally stable and guaranteed against fault workmanship, finishing and materials.

NOW THE GUARANTOR hereby guarantees that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum period of five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Resident Engineer with regard to nature and extent of defect shall be final.

During this period of guarantee the Guarantor shall make good all defects to the satisfaction of the Resident Engineer calling upon him to rectify the defects failing which the work shall be got done by the --- by or through other contractor at the GUARANTOR's cost and risk. The decision of the Resident Engineer as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to make good all the defects, commits breach there under then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise, which may be incurred by him for reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the --- the decision of the Resident Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor ... and by ..... and for and on behalf of the --- on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED for and on behalf of --- by in the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

Remarks :

- i) ..... is included in the tender document only for the information of tenderers. Only the successful tenderer will in due course be required to complete this form.
- ii) ..... Duty of this Agreement will be borne by the successful tenderer.
- iii) ..... Bond is to be submitted separately by the successful tenderer on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred) only.



**GUARANTEE TO BE EXPECTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ALUMINIUM DOORS, WINDOWS, VENTILATOR WORKS**

The Agreement made this ..... day of ..... two thousand and ..... between ..... son of .....(hereinafter called the Guarantor of the one part) and ----- (hereinafter called the --- of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated ..... And made between the GUARANTOR OF THE ONE part and the --- of the other part, whereby the Contractor, inter alia, undertook to render the work in the said contract recited structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring and finishing for two years from the date of completion of work.

NOW THE GURANTOR hereby guarantee that the work executed by him will remain structurally stable leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring and finishing for two years from the date of completion and the expiry of maintenance period prescribed in the contract.

The decision of the Resident Engineer with respect to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect to the satisfaction of the Resident Engineer at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Resident Engineer calling upon him to rectify the defects failing which the work shall be got done by the --- by some other contractor at the GUARANTOR's cost and risk. The decision of the Resident Engineer as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute water proofing or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise, which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of his supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the --- the decision of the Resident Engineer will be final and binding in parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor ..... and by ..... And for and on behalf of the --- on the day, month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

SIGNED for and on behalf of --- by in the presence of :

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Remarks :

- i) This form is included in the tender document only for the information of tenderers. Only the successful tenderer will in due course be required to complete this form.
- ii) Stamp Duty of this Agreement will be borne by the successful tenderer.
- iii) The Bond is to be submitted separately by the successful tenderer on the non-judicial stamp paper of Rs. 100/- (Rupees One Hundred) only.

**GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

The Agreement made this ..... day of ..... two thousand and ..... between ..... son of ..... (hereinafter called the Guarantor of the one part) and the -----, (hereinafter called the --- of the other part).

WHEREAS THIS agreement is supplementary to a contract hereinafter called the Contract dated ..... and made between the GUARANTOR OF THE ONE part and the --- of the other part, whereby the Contractor inter alia, undertook to render work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give guarantee to the effect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that the work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum period of two years to be reckoned from the date of the expiry of maintenance period prescribed in the contract.

The decision of the Resident Engineer with regard to nature and cause of defect shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect to the satisfaction of the Resident Engineer calling upon him to rectify the defects failing which the work shall be got done by the --- by some other contractor at the GUARANTOR's cost and risk. The decision of the Resident Engineer as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to make good all defects, commits breach there under then the Guarantor will indemnify the Resident Engineer and his successors against all loss, damage, cost, expense or otherwise, which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or expense incurred by the --- the decision of the Resident Engineer will be final and binding on the parties.

IN WITNESS WHEREOF the presents have been executed by the Obligor ..... and by ..... and for and on behalf of the --- on the day, month and year first above written.

SIGNED, SEALED and attested by OBLIGOR in the presence of :

1. -----
2. -----

SIGNED for and on behalf of --- by in the presence of :

1. -----
2. -----

Remarks :

- i) This form is included in the tender document only for the information of tenderers. Only the successful tenderer shall in due course be required to complete this form.
- ii) Stamp duty of this Agreement will be borne by the successful tenderer.
- iii) This Agreement is to be submitted separately by the successful tenderer on the non-judicial stamp paper of Rs. (Rupees One Hundred) only.

**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Ref. No.

1. IN CONSIDERATION of EdCIL (India) Ltd., having its Registered Office at 17, Vijaya Building, 5<sup>th</sup> & 6<sup>th</sup> Floor, Barakhamba Road, New Delhi, and Corporate Office at “EdCIL House”, 18-A, Sector 16A, NOIDA 201301 incorporated under the provisions of the Companies Act, 1956 (hereinafter called 'The Company' which expression shall unless repugnant to the context include its legal representatives, successors and assigns) having agreed to exempt \_\_\_\_\_ (hereinafter called the said Tenderer(s) which expression shall unless repugnant to the context include its legal representatives, successors and assigns) from the demand under the terms and conditions of Tender No. ----- hereinafter called 'the said Tender' of sum of Earnest Money for the due fulfillments by the said Tender(s) of the terms and conditions contained in the said tender \_\_\_\_\_ for \_\_\_\_\_ on production of Bank Guarantee for Rs.----- (Rupees----- only), we \_\_\_\_\_ Bank hereinafter referred to as 'the Bank' (Name of the Bank) hereby undertake to pay to the Company an amount not exceeding Rs.----- (Rupees----- only), against any loss or damage caused to or suffered or would be caused to or suffered by the said Company by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said Tender (the decision of the Company as to any such breach having been committed and loss suffered shall be binding on us.)
2. We Bank do hereby undertake to pay the amounts due and payable under this Guarantee without \_\_\_\_\_ merely on a demand from the Company stating that the amount claimed is due by reason of loss or damage caused to or would cause to or suffered by the Company by reason of any breach by the said Tenderer(s) of any of the terms and conditions contained in the said tender or by reason of the said 'Tenderer's failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards 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 Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the finalization of the said tender and that shall continue to be enforceable till the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer (s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderers and accordingly discharges the Guarantee unless a demand or claim under this guarantee is made on \_\_\_\_\_ in writing on or before the \_\_\_\_\_ and a claim period of 6 months over and above the period mentioned in the paragraph for the validity of the Bank Guarantee \_\_\_\_\_ tender. We shall be discharged from all liability under this guarantee thereafter.
4. We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.  
{Name of the Bank}
5. The Bank declares that it has \_\_\_\_\_ power to issue the guarantee under Regulations 1959 and the undersigned has full power \_\_\_\_\_ do so on behalf of the Bank.

In witness whereof we \_\_\_\_\_, have said and subscribed our hand  
on this \_\_\_\_\_ day of \_\_\_\_\_.  
{Name of the Bank}

Witness: 1. \_\_\_\_\_  
2. \_\_\_\_\_

Yours faithfully,

**For (Name of the Bank) with seal**

**Remarks :**

- i) \_\_\_\_\_ To be executed on a non-judicial paper of appropriate value.
- ii) \_\_\_\_\_ The Contractor are advised to mention the name & address of the Regional/ Zonal office of the Bank's branch issuing the aforesaid Guarantee.

**FORM OF PERFORMANCE SECURITY (GUARANTEE)  
BANK GUARANTEE BOND**

In consideration of the Chairperson & Managing Director, EdCIL (India) Ltd (hereinafter called "The EdCIL") having offered to accept the terms and conditions of the proposed agreement between EdCIL (India) Ltd and {Indicate the name of the Contractor} (hereinafter called "the said contractor(s)") for the work of "Repair & Renovation of Civil & Electrical Works for 'CRB& CRO at Bhikaji Kama Place, New Delhi'" (hereinafter called "the said agreement") having agreed to production of a 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 Agreement.

We {Indicate the name of the Bank} (hereinafter referred to as "the Bank") hereby undertake to pay to the EdCIL an amount not exceeding Rs. .... (Rupees ..... only) on demand by the EdCIL.

2. We {Indicate the name of the Bank} do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the EdCIL stating that the amount claimed as 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 to Ed.CIL any money so demanded notwithstanding any dispute or disputes raised by the 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 and the Contractor(s) shall have no claim against us for making such payment.

4. We {Indicate the name of the 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 that it shall continue to be enforceable till all the dues of the EdCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project Manager on behalf of the EdCIL certified 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 {Indicate the name of the Bank} further agree with the EdCIL that the EdCIL shall have the fullest liberty without our 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 EdCIL 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 for-bearance, act

of omission on the part of the EdCIL or any indulgence by the EdCIL 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. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We .....  
{Indicate the name of the Bank} lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL in writing.
8. This guarantee shall be valid up to ..... Unless extended on demand by EdCIL. 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 the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the.....day of.....for.....

{Indicate the name of the Bank}

**Remarks :**

- i) *To be executed on a non-judicial paper of appropriate value.*
- ii) *The Contractor are advised to mention the name & address of the Regional/ Zonal office of the Bank's branch issuing the aforesaid Guarantee.*

## Letter of Intent

.....  
{Date}

To

\_\_\_\_\_  
(Name and address of the Contractor)  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for execution of the \_\_\_\_\_

{Name of the Work}

for the Tendered Amount of Rupees \_\_\_\_\_

{Amount in words and figures}

as corrected and modified in accordance with the stipulation of the Tender Document is hereby accepted by us.

You are hereby requested to furnish Performance Guarantee as per stipulations of Clause-1 of the Tender Document for an amount of Rs. ----- (Rupees -----) within 15 days of the issuance of this letter.

Yours faithfully,

-----  
{Project Manager, Ed.CIL}

## **Form of Solvency Certificate from a Nationalized Bank**

This is to certify that to the best of our knowledge and information M/s./Sri.  
..... having marginally noted address, a customer of our  
bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.  
..... (Rupees.....). This  
certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
for the Bank