

FANNEXURES

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ANNEXURE A**TESTS**

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Material	Test
Concrete	<ul style="list-style-type: none"> • Workability: slump tests, compacting factor test • Compressive strength: cube /cylinder test
Cement	<ul style="list-style-type: none"> • Setting time, comprehensive strength, fineness, soundness etc. as per IS 269.
Course and fine aggregates	<ul style="list-style-type: none"> • Grading • Moisture content • Density specific gravity • Sieve analysis and water absorption, aggregate impact value, crushing value and abrasion value • Soundness, fineness and flaking index. • Bulking of sand.
Reinforcement steel (as per IS 1986)	<ul style="list-style-type: none"> • Chemical composition of workability • 0.2 % yield stress • Elongation • Tensile strength • Bend and re-bend test • Compression strength
Bricks, hollow and solid concrete blocks	<ul style="list-style-type: none"> • Water absorption, efflorescence, warpage

EQUIPMENTS FOR LABORATORY

<ul style="list-style-type: none"> • Compression testing machine • Measuring jar • Slump cone • Standard weights • 15cms.cubes mould – Min. 12 sets • Weighing balance 	<ul style="list-style-type: none"> • Heaters/Oven • Sieve sets
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ANNEXURE – B

SAFETY CODE

- 1) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder, and the ladder shall be given as in inclination and not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

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- 2) Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.
- 3) Working platforms, gang ways and stairways shall be so constructed that they do not sag unduly or equally, and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
- 4) Provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one meter.
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over nine meters in length, width between side rails in a rung ladder shall be in no case be less than 30 cm for ladders upto and including three meters in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- 6) Excavations and Trenching:

All trenches 1.5 meters or more in depth shall at all times be applied with at least one ladder for each 30 metres in length or fraction thereof, ladder shall be extended from bottom of trench to at least one meter above surface of the ground. Sides of a trench which is 1.5 metres or more in depth shall be stepped back to give suitable slope or security held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 metres of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or under cutting be done.
- 7) Demolition:

Before any demolition work is commenced and also during the process of the work:

 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to person employed, from risk or fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris of materials as to render it unsafe.
- 8) All necessary personal safety equipment as considered adequate by the PMC shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any materials, which is injurious to eyes, shall be provided with goggles.
- c) Those engaged in welding works shall be provided welder's protective eye-shields.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated atleast for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to public.
- f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work lead painting, the following precautions shall be taken.
 - i) No paint containing lead or lead products shall be used except in the form of paste of ready made paint.
 - ii) Suitable face masks shall be supplied for use by workers when paint is supplied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 9) When work is done near any place where there is risk of drawing all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provisions made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 10) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform in the following:
 - a)
 - i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects shall be kept in good repair and in good working order.
 - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
 - c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- d) In case of departmental machine, safe working load shall be notified by the PMC. As regards Contractor's machine the Contractor shall notify safe working load of each machine to the PMC whenever he brings it to site of work and get it verified by the PMC.
- 11) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguard; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
- 12) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- 13) The Contractor should ensure to arrange due precautionary measures and supervision to avoid accident and causes of accident. It is the responsibility of the Contractor to ensure full compliance with safety regulations and all statutory requirements in respect of staff / laborers employed by him and his sub-contractors, if any.
- 14) The Contractor must be careful regarding "Safety First" during working and in the employer's premises.
- 15) Site work is quite different from work in an organised workshop. The Contractor shall bear this point in mind so that proper work methods to avoid accident and causes of accident can be evolved.
- 16) The Contractor must clearly bear in mind that a competent supervisor shall always be on site when his men are at work. Lapse on this point shall be viewed seriously irrespective of occurrence of any accidents.
- 17) The Contractor shall ensure that safety precautions expected of his professional works are completely understood by his supervisors and workers and that these are followed. The Contractor shall also ensure that in every job that he does taking cognizance of varying site conditions, his staff are completely knowledgeable about the hazards and dangers associated with the work for which due alertness and safe working methods shall be followed.
- 18) The Contractor must ensure provisions of adequate fire fighting capacity to deal with fires at incipient stage itself. Such provision should not be less than 2 of 20-gallon foam extinguishers properly maintained by him. The Contractor's staff should know the use of the above-mentioned fire-extinguishers.
- 19) Smoking is strictly prohibited in areas with combustibles or inflammables and in other areas where smoking is prohibited.
- 20) It is entirely the Contractor's responsibility to see that safety appliances such as safety belts, lifelines, helmets, etc. depending on the jobs are provided by him. The Contractor's supervisors shall ensure that they are used. If the Contractor need any suggestion on the matter he can approach the PMC, but any lapse on matters of safety will be viewed seriously.
- 21) No unauthorised electrical connection should be made. Electrical connections, welding sets, etc. should be got approved by an authorised representative of PMC.
- 22) All equipments used for carrying out work shall be rendered safe. If no equipment's such as ladders, cranes, tractors, etc. or welding sets or any tools, machinery, etc. so that no injury or

accident will occur when used in the expected manner. Should any accident occur the Contractor is entirely responsible for it including compensation that may arise of the incident.

23) Safety Precautions Of Portable Electrical Appliances

Precautions in handling of portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that condition and method of usage conform to safety of personnel and property.

24) Broken sockets / pin plugs / locate connections:

These conditions cause sparking leading to fault conditions of electric shock situations. Wires shall not be directly **inserted in sockets, as an earth leak on phase socket can give a shock to operator.**

25) Polarity of phase / phases, neutral and earth:

Certain appliances may give violent electric shock during work if polarity conditions are not satisfied.

26) Joints in flexible cables:

Usage of portable appliances is such that electrical and physical integrity of a joint may be suddenly affected leading to severe sparking and fire if combustible or flammable materials are at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cable or portable appliances are not permitted at all.

27) Appliances-body grounding and system grounding:

In the absence of or ineffective appliances body grounding, operator may receive severe shock in case of phase to body fault during usage. Further all earth pin sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under such fault conditions.

28) Water Leakage:

Water reduces effectively of insulation depending upon exposure. Presence of water on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energized until rectification.

29) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

30) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the PMC or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulations.

31) Notwithstanding the above conditions 1 to 25, the Contractor is not exempted from the operation of any other Act or Rule in force.

ANNEXURE - I

TIME SCHEDULE

Name of Work: Construction Up to Plinth level – Siddhi Kendra

Time of Completion: 4 Months covering complete scope, within which main hospital Building in 3 months

(i.e. 04 Calendar Months in all, including Monsoon)

Notes:

- 1) The time of completion shall be reckoned from the date of award of contract which shall be the date of Letter of Acceptance / Fax of Acceptance / Order, whichever is earlier.
- 2) The time indicated is for completing all works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.
- 3) It shall be noted that the period of construction given above includes preparation of drawings, if required, procurement, mobilization at site, mock-up, fabrication, laying, inspection, testing, rectification, if any, re-testing, commissioning and maintenance.

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- 4) The maintenance will be up to the end of defects liability period of 365 days from the date of issue of Completion Certificate.

Signature of Bidder

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ANNEXURE - II**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT***(On Stamp Paper of Rs. 500/-)*

To

Project Coordinator,
 Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Vasudeo Nagar, Hingna Road,
 Nagpur

- 1) In consideration of the **M/s. Madhav Netralaya Eye Institute and Research Centre** a Company incorporated under the Companies Act and having its office at Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Vasudeo Nagar, Hingna Road, Nagpur (hereinafter called the 'Employer' which expression shall unless repugnant to the subject or context include its successors and assign) having agreed under the terms and conditions of the Contract made between M/s.
 (hereinafter called the 'Contractor' which expression shall unless repugnant to the subject or context include his heirs, executors, administrators and assign / its successors and assign) and the Employer in consideration with
 (hereinafter called "the said Contract") to accept a deed of Guarantee as herein provided for Rs. from a Nationalised / Scheduled Bank in lieu of the Security Deposit to be submitted by the Contractor, for the due fulfilment by the Contractor of the terms and conditions contained in the said contract. We (Name of Bank and detailed address) the Bank constituted and established under the Banking Companies (Acquisition and Transfer of Undertakings Act, 1970 (hereinafter referred to as "the said Bank") and having our Head office at at the request of M/s. Contractor(s) do hereby undertake to pay to the Employer an amount not exceeding Rs.....
against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reasons of any breach or breaches by the said Contractor(s) of any of the terms or conditions contained in the said Agreement and to unconditionally pay the amount claimed by the Employer on immediate demand and without demur to the extent expressed.
- 2) We, (Name of Bank) hereby undertake to pay the amount due and payable under this agreement without any demur merely on an immediate demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement or by reasons of the Contractor(s) failure to perform the said Agreement. (Any such demand made on the Bank under this guarantee). Our liability under this guarantee shall be restricted to an amount not exceeding Rs.
- 3) We, (Name of Bank) further agree that the Employer shall be the sole judge of and as to whether the Contractor has committed and breach or breaches of any of the terms and conditions of the said Contract and the extent of the loss, damage, costs, charges and expenses caused to or suffered by or that maybe caused to or suffered by the Employer on account thereof and the decision of the Employer that the 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 by or that may caused to or suffered by the Employer from time to time shall be final and binding on us.
- 4) We undertake to pay immediately to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court of Tribunal related thereto our liability under this present being absolute and unequivocal.

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The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

- 5) We, 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 Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the (indicate the name of Administrative Department) 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. Unless a demand or claim under this guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this guarantee thereafter.
- 6) We, further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Contractor(s) from time to time or to postpone for any time any of the powers exercisable by the Employer 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 reasons of any such variation, or extension being granted the said Contractor(s) or for any forbearance, granted to the said act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provisions have effect of so relieving us.
- 7) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
- 8) We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Employer in writing.
- 9) This guarantee is valid till and unless a suitable action to enforce the claim under this guarantee is within two months from all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Dated this day of 20

FOR & ON BEHALF OF THE BANK

The above guarantee is accepted by the Employer

For and on behalf of the Employer

(Name & Designation)

Date:

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ANNEXURE III**PROFORMA OF BANK GUARANTEE TO COVER MOBILISATION ADVANCE***(On Stamp Paper of Rs. 500/-)*

This DEED Of GUARANTEE executed at on this day of
 20 by of, a body corporate established under the
 and having their Head Office at

The, a Company governed and having
 its Registered office at, a company constituted under the
 and having its Head Office at (hereinafter referred to as 'The
 Guarantor' which expression shall include its successors and assigns) in favour of

M/s. Madhav Netralaya Eye Institute and Research Centre a Company incorporated under the
 Companies Act and having its office at Madhav Netralaya Eye Institute and Research Centre, Siddhi
 Kendra, Vasudeo Nagar, Hingna Road, Nagpur (hereinafter referred to as "Employer" which expression
 shall include its successors and assigns).

WHEREAS:

- 1) The Employer desirous that certain works should be executed namely
 and have invited Bids for the said work through its Project Consultant

AND WHEREAS the Employer after considering the Bids received pursuant thereto by its letter
 dt. accepted the Bid given by a
 registered having its place of business at,
 (hereinafter referred to as "the contractors" which expression shall unless repugnant to the
 context or meaning thereof deemed to include his/its heirs, legal representatives, executors,
 administrators and assigns.)

AND WHEREAS pursuant to the acceptance of the Bid of the said contractors, the Employer
 and the said contractors have entered into an Agreement on
 (hereinafter referred to as "Bid / Contract").

AND WHEREAS it is one of the terms of the said Bid / Contract that the Employer may on
 application by the Contractor and in its sole discretion advance to the contractors to the extent
 of % contract amount as and by way of mobilization advance against bank guarantee
 to secure repayment of the same and for use by the contractors for the purpose of the said
 works and for no other purpose.

AND WEHREAS the contractors have requested the Employer to grant to them the said
 mobilization advance of Rs. which the Employer has agreed to grant on
 the Bidder furnishing guarantee for Rs. and interest accruing thereon from
 the Guarantor herein.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

- (i) In consideration of the Employer agreeing to advance to the contractor the said sum of Rs.
 (Rupees only) as and by way of
 mobilisation advance subject to terms and conditions as set out in the aforesaid Bid executed
 by the contractors, we, the Guarantor hereby unconditionally and
 irrevocably guarantee unto the Employer that the Contractors will diligently, efficiently and
 satisfactorily perform all their obligations under the various terms and conditions of the Contract
 and the Bid conditions within the stipulated time to the full satisfaction of the Employer and its
 PMC and shall utilise the said mobilisation advance exclusively for the purposes of the contract
 and the Bid and in particular for making the arrangements and mobilisation of men, materials,

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machinery, equipment etc. necessary for the said work and present their running bills from time to time as contemplated in the said contract and Bid terms so as to enable to recover mobilisation advance, failing which the Guarantor shall forthwith on immediate demand by the Employer and without demur or protest and without recourse to the Contractors or anybody else pay unto the Employer at its Registered Office at the sum of Rs. (Rupees only).

- (ii) It is agreed that notwithstanding what is contained hereinabove the Employer shall be entitled to invoke this guarantee if the contract with the contractors is terminated either by the Employer as provided in the contract / Bid conditions, and a certificate issued by the Employer to the effect that the contract is so terminated shall be conclusive and binding upon the Guarantor.
- (iii) The Guarantor hereby further covenants that:
- 1) The Guarantor shall pay immediately forthwith the aforesaid sum on demand made in writing by the Employer without any demur or protest and without any recourse to the contractors or anybody else and notwithstanding any dispute or difference that may exist or arise between the Employer and the contractor.
 - 2) That this guarantee shall be a continuing guarantee and shall not be revoked by the Guarantor without prior consent in writing the Employer.
 - 3) That the decision of the Employer on the breach of any of the terms and conditions of the Contract/Bid by the contractors of their failure to perform obligations or discharge their duties under the said Bid shall be final and binding on the Guarantor and shall not be disputed by the Guarantor.
 - 4) The Guarantor shall also indemnify and keep the Employer indemnified against all losses, damages, costs, claims and expenses whatsoever which the Employer may suffer, pay or incur reason of or in connection with such default on the part of the Contractors in their performance obligations including cost of any legal proceedings if any, which may be initiated against the Employer.
 - 5) That the notice of demand in writing issued by the Employer shall be conclusive proof as regards the amount due and payable to the Employer under this guarantee and it shall not be disputed by the Guarantor.
 - 6) That any neglect or forbearance on the part of the Employer in enforcing any of the terms and conditions of the said Bid / contract or any indulgence shown by the Employer to the contractors or any variation the said Bid / contract made by mutual agreement between the Employer and the contractors or any other act or deed on the part of the Employer which but for this clause may have the effect of discharging the guarantor under the law relating to the guarantees shall not discharge the Guarantor from its obligations herein and the Guarantor shall be discharged only by compliance by the contractor of all their obligations, duties, under the said Bid / contract and recovery/ repayment in full of the said mobilisation advance to the Employer.
 - 7) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the contractors to submit the said Bid and enter into the said contract or any change in the constitution or dissolution of the contractors firm or change in the name of the said firm.
 - 8) We, as guarantor, hereby agree that without our concurrence or notice to us, the Contractors and the Employer shall be at liberty to vary, alter or modify the terms and conditions of the said Bid / Contract and in particular to defer, postpone or revise payments on such terms and conditions as may be considered necessary by the Employer and the Contractor. We as Guarantors agree that the liability under this guarantee shall be in no manner be affected by any such variations, alterations, modifications, waiver, dispensation with or release of security and that no further

consent of us as Guarantors is required for giving effect to any such variations, alterations, modifications, waiver, dispensation with or release of security liability.

- 9) That it shall not be necessary for the Employer to exhaust its remedies against the contractors before invoking this guarantee and the guarantee herein contained shall be enforceable against the Guarantor notwithstanding any other security which the Employer may have obtained or may obtain from the contractors or may at the time when this guarantee is invoked be outstanding and unrealised.
- 10) To give effect to this guarantee, the Employer may act as though the Guarantors are the Principal Debtors to the Employer.
- 11) That the Guarantor hereby agrees that this guarantee shall be valid and be in force till the full recovery of mobilization advance by the Employer from the Contractor.
- 12) Notwithstanding anything to the contrary contained hereinabove our liability, under this guarantee is restricted to Rs. (Rupees only) and any claim arising under this guarantee shall be preferred by the Employer within a period of two months from the date of expiry of this guarantee and unless the claim or demand is so preferred against the Guarantor, the Guarantor shall stand discharged from all its liabilities hereunder.

IN WITNESS WHEREOF THE WITHIN NAMED GUARANTOR HAS CAUSED THESE PRESENTS TO BE EXECUTED ON ITS BEHALF BY THE HAND OF ITS DULY AUTHORISED OFFICIAL ON THE DATE AND AT THE PLACE FIRST HEREINABOVE WRITTEN.

Signed and delivered for

and on behalf of the

Bank, the Guarantor herein by the hand of Shri. its duly authorised official

ANNEXURE - IV

PROFORMA OF BANK GUARANTEE IN LIEU OF RETENTION MONEY

(On non-judicial stamp paper of value Rs. 500/-)

1. In consideration of the **M/s. Madhav Netralaya Eye Institute and Research Centre** a Company incorporated under the Companies Act and having its office at Madhav Netralaya Eye Institute and Research Centre, Siddhi Kendra, Vasudeo Nagar, Hingna Road, Nagpur

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(hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No. dated made between (hereinafter called "the Contractor" which expression shall unless repugnant to the subject or context include his heirs, executors, administrators and assigns/its successors and assigns) and the Employer in connection with the construction of (Name and address of work) (hereinafter called "the Contract") to accept a Deed of Guarantee as herein provided for Rs. from a Scheduled Bank in lieu of Retention Money to be made by the Contractor in lieu of the deduction to be made from the Contractor's bills, for the due fulfilment by the contractor of his obligations during the defects liability period under the terms and conditions contained in the said Contract, We the Bank constituted and established under the Banking Companies Acquisition and Transfer of Undertakings Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at at the request of (Contractor's) do hereby undertake to pay immediately to the Employer an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach or breaches by the said Contractor(s) of any of the terms and conditions contained in the said Agreement, and to unconditionally pay the amount claimed by the Employer immediately on demand and without demur to the extent aforesaid.

2. We, (name of Bank) further agree that the Employer shall be the sole judge of and as to whether the 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 the Employer from time to time shall be final and binding on us. Any such demand on the Bank shall be conclusive as regards the amount due payable under this Guarantee to the extent aforesaid.
3. We, further agree that the guarantee (name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract and till Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations herein under to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) or to postpone for any time and from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract 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 by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Employer may have obtained or obtain from the Contractor, shall 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 the Employer in writing and agree that any change in the Constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

7. Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. (Rupees..... only) and it will remain in force till the day of

Dated this day of 20.....

ANNEXURE - V

PROFORMA FOR COMPLIANCE TO BID REQUIREMENT

Name of the work :

Bid Number :

We confirm that our bid complies with the total techno-commercial requirement of Bid document without any deviation.

Signature of Bidder :

Name of Bidder :

Seal of the firm :

ANNEXURE - VI
PROFORMA FOR SCHEDULE OF EXCEPTIONS AND DEVIATIONS

Name of the work :

Bid Number :

The Bidder shall include in a schedule all exceptions taken or deviations made from the bidding documents of whatever nature included in the proposal / offer.

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

<i>Item</i>	<i>Ref. Clauses</i>	<i>Description of Exceptions and / or Deviations</i>

Signature of Bidder :

Name of Bidder :

Seal of the firm :

Seal & Sign of the Tenderer

ANNEXURE –VII

Proforma for Performance Guarantee for Specialised Work

(On non-judicial stamp paper of value Rs. 500/-)

To

(Name & Address of Employer).....
.....

We hereby guarantee that the *(Name of work)* given to *(Name and address of project)* under Work Order No. for a period of 10 (Ten) years from the date of completion of the work (from to)

1. We hereby guarantee the performance of the *(Name of work)* given to *(Name of project)* (under Contract Agreement No.) period of years from date of completion of the (*name of project*)
2. If by any chance a defect or malfunctioning is noticed in the *(Name of work)* in the above case, we will rectify the same free of cost to *(Name of employer)* at any time during the above guarantee period.
3. The question of whether the work is defective as aforesaid shall be decided by the Employer of the said work and the decision of the Employer shall be final conclusive and binding on the Contractor.
4. In case we are unable / decline or neglect or delay to remedy the defects noticed during the 10 years of Guarantee period as stated above the employer will rectify these through any other agency and recover (including interest) from us all expenses for doing such job.
5. This guarantee shall be subject to Force Majeure clause of the conditions of contract (clause No. ... of Special Conditions of Contract.).
6. In case of any dispute arising out of or in any way connected with these shall be referred to the Employer for an amicable settlement.
7. Several parts of this contract, have been read and fully considered by us.
8. The Guarantee is also countersigned by M/s. have their office situated at who have carried out the specialised work *(Name of specialized work)*

Signature

For M/s.

Contractor

Address :

Witness:

ANNEXURE VIII

Seal & Sign of the Tenderer

BASIC RATE QUOTATION SCHEDULE

- The contractor is required to note basic rates of the following items (delivered at site) based on which he has quoted his final rates in schedule of quantities
- For items of marble, stone, glazed tiles etc. samples of the materials for which rate has been considered to be given along with tender

Sr. No.	Description of Item	Basic Rate (F.O.R.) Rs.	Unit
1	Ordinary Portland cement (43 Grade) (53 Grade)	265.00 (Ex. GST) 275.00 (Ex. GST)	Bag Bag
2	HYSD bars conforming to Fe 415 or TMT Fe 500 grade as per drawings	56,000.00 (Ex. GST)	MT
3	Structural steel	65,000.00 (Ex. GST)	MT
4	Portland Pozzolana Cement	255.00 (Ex. GST)	Bag
5	Bulk Cement (53 Grade)	5100 (Ex. GST)	MT
	Schedule of Labour Rates – to be filled in by Bidder		
Sr. No.	Description	Unit	Rate
1	Mason – Masonry work	Per Day	Prevailing Rates as per Govt. norms.
2	Mason – Plastering work	Per Day	
3	Mason – Tiling work	Per Day	
4	Male coolie	Per Day	
5	Female Coolie	Per Day	
6	Carpenter – shuttering purpose	Per Day	
7	Fitter (reinforcement work)	Per Day	
8	Fitter (Fabrication work)	Per Day	
9	Carpenter (furniture work)	Per Day	
10	Helper (for Sr. Nos.6 & 7)	Per Day	
11	Helper (for Sr. No. 8)	Per Day	
12	Helper (for Sr. No. 9)	Per Day	

ANNEXURE - IX

PROFORMA OF BANK GUARANTEE FOR EMD

Seal & Sign of the Tenderer

(Valid for Min period of Three Months)
(On non-judicial Stamp paper of value Rs.500/-)

To

(Name and Address of the Employer)

1. In consideration of M/s. (Name and Address of the Employer) a company incorporated under the Companies Act, 1956 and having its Registered office at (Hereinafter called "Employer" which expression shall unless repugnant of the subject or context include its successors and assigns) having agreed under the terms and conditions of the Contract made between M/s. (hereinafter called "the Contractor" which expressions shall unless repugnant to the subject or context include all his heirs, executors, administrators and assigns / its successors and assigns) and Employer (hereinafter called "the said contract") to accept a Deed of Guarantee as herein provided for Rs. from a Nationalised / Scheduled Bank in lieu of the Earnest Money Deposit in the said contract. The Bank of constituted and established under the Banking Companies (Acquisition and Transfer of Undertaking Act, 1970 (hereinafter referred to as "as said Bank") and having our Head Office at do hereby undertake and agree to indemnify and keep indemnified the Employer from time to time to the extent of Rs. against any loss or damages, costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Employer by reason of any breach or breaches, of the Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Employer on immediate demand and without demur to the extent aforesaid.
2. We, Bank of further agree that the Employer shall be sole judge of and as to whether the Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that maybe caused to or suffered by the Employer on account thereof and the decision of the Employer that the 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 by or that may be caused to or suffered by the Employer 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 all the dues of the Employer under the said Contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till the Employer certifies that the terms and conditions of the said contract have been fully and properly carried out by the contractor and accordingly discharges this guarantee subject however that the Employer shall have no claim under this Guarantee after completion of the work or from the date of cancellation of the said contract, as the case maybe, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of four months from the date of receipt of Bid i.e. 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 of four months from the date of receipt of Bid i.e.
4. The Employer shall have the fullest liberty without affecting in anyway the liability of the Bank under his Guarantee of Indemnity from time to time vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor or to postpone for anytime and from time to time any of the power exercisable by its against the contractor and either to notice or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Employer and the said bank shall not be released from its liability under these presents by the exercise by the Employer of the liberty with reference to the matter

Seal & Sign of the Tenderer

- aforesaid or by reason of time being given to the Contractor or any other forbearance act or omission on the part of the Employer or any indulgence by the Employer to the contractor or of any other matter of things whatsoever which under the law relating to securities would but for this provision have the effect of so releasing the Bank from its such liabilities.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Employer may have obtained or obtain from the Contractor shall 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 the currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Contractor or the said Bank shall not discharge our liability hereunder or any variation in the terms and conditions on which the Contractor is to provide services to the Employer.
 7. Our liability under this bond is restricted to Rs. and it will remain till the Unless an action to enforce the claim under the guarantee is filed against us before that date all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged for all liability there under.

Dated this the day of 20 .