

Annexure - I

6.1 LETTER OF ACCEPTANCE

Reference No:

Date:

To

Contactors address

Project: Construction of New Buildings for IIT Madras Research Park – Phase – II, SH: - Façade Works at Kanagam Road, Taramani, Chennai

This is to notify you that your Bid dated for **Construction of New Buildings for IIT Madras Research Park – Phase – II, SH: - Façade Works** is hereby accepted for the Contract Price of Rupees (Amount in words)

Following documents form part of the contract:

1. This Letter of Acceptance (LOA)
2. The compliance letter submitted by you on
3. The final offer letter (letter reference No....., Dated.....)
4. Pre-Bid clarifications
5. The General Conditions of Contract (GCC)
6. Contract Data Sheet
7. The Special Conditions of Contract (SCC)
8. The tender drawings
9. Technical Specifications

This letter to be treated as notice to commencement of work and the commencement date of the contract shall be date of issue of this letter of Acceptance.

You are hereby requested to furnish the following documents:

No	Contract Clause Reference	Documents Required
1	Contract Data Sheet Point 7	Performance Security equal to 5% of the contract value in the form of Bank Guarantee
2	Special Conditions of the Contract Clause 2	Methodology of execution with project logistics plan and resources deployment plan
3	Special Conditions of the Contract Clause 6	Detailed construction programme in line with the target milestone dates

The scope of works and specifications given in tender documents are indicative. Provisions of CPWD specifications volume 1 & 2 shall be applicable for scope of works covered under this contract.

The letter of acceptance shall constitute a binding contract between us, upon receipt of the documents mentioned above, until a formal agreement is signed.

Please confirm receipt and acceptance of this Letter of Acceptance (LOA) by signing at the space provided below.

Yours Sincerely
For IIT Madras Research Park

(Authorized Signatory)

Cc:

We hereby acknowledge the receipt of the letter of acceptance and confirm our acceptance of the same.

Name:

Date:

Signature:

For and on behalf of

(Company Name & seal)

ANNEXURE - II

6.2 COMPLIANCE LETTER

To,

The Chief operating officer
IIT Madras Research Park
1st floor, Kanagam Road, Taramani
Chennai-

Dear Sir,

1. Subsequent to our offer letter Ref:No.....,Dt....., we have received the following documents which is in line with the process mutually agreed.
 - a. Bill of Quantities including tender drawings
 - b. Conditions of contract
 - c. Schedules and annexure
 - d. Correspondences issued by you
2. We have thoroughly examined, understood and checked the above documents and have ascertained that they contain no errors or other defects.
3. We confirm that our offer letter No.....,Dt..... is in full compliance with the employers requirement including drawings, conditions of contract, schedules, annexure and other documents that are issued as part of tender and in this regard we confirm that there is no change to our contract price stated in the offer letter referred above. We also state that the terms and conditions mentioned in the conditions of contract is acceptable and binding for us.
4. We also accept and confirm that the above documents together with this compliance letter shall form integral part of the contract document.

Dated this....., day of.....2014

Signature..... In the capacity of.....
Duly authorized to sign proposals for and on behalf
of.....
(IN BLACK LETTERS)



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ANNEXURE – III

6.3 CONTRACT AGREEMENT

This agreement made the day ofBetween **M/s IIT MADRAS RESEARCH PARK (“IITMRP”)**, a company registered under Section 25 of the Companies Act, 1956 and promoted by Indian Institute of Technology, Madras (“IITM”) with the approval of the Ministry of Human Resources Development, Government of India, having its registered office at Electrical Sciences Block, IIT Madras Campus, Chennai -36 (hereinafter called “the Employer”) (Which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the one part represented by its Authorised signatory,.....

AND

M/s. ABC Ltd., a company incorporated under the provision of companies act, 1956 and having its registered office at(Address) (hereinafter called the “Contractor”) (Which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the other part, represented by its Authorised signatory,.....

Whereas the Employer desires that the works Known as “**Construction of New Buildings for IIT Madras Research Park – Phase – II, SH: - Façade Works**”, should be executed by the Contractor, and has accepted the final offer vide “ Lr Ref No.....Dt....., of the contractor for the execution and completion of these works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:-

1. In this agreement words and expressions shall have same meanings as are respectively assigned to them in the terms and conditions of the contract hereinafter referred to
2. The following documents shall be deemed to form and be read and construed as part of this agreement
 - (a) Bill of Quantities and its preamble
 - (b) Contract agreement
 - (c) The letter of acceptance
 - (d) Compliance letter
 - (e) Correspondences with the bidder after receipt of tender
 - (f) Appendix to the tender
 - (g) The general conditions of Contract
 - (h) Contract Data sheet and Special conditions of contract
 - (i) Tender Drawings
 - (j) Minutes of the pre bid meeting
 - (k) Final offer submitted by the contractor Vide Lr Ref No.....,Dt.....
3. The consideration of the payments made by the employer to the contractor hereinafter mentioned, the contractor hereby covenants with the employer to design (part work), execute and complete the works and remedy any defects therein, in conformity with the provisions of the contract.



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4. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price at the times and in the manner prescribed by the contract.
5. The commencement date of the contract shall be(Dt) and completion date shall bedays from the commencement date.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed at Chennai, India on the day and year above written in accordance with their respective laws.

SIGNED BY.....

For and on behalf of the **Employer**

In the presence of

Witness:_____

Name :_____

Address:_____

Date:_____

SIGNED BY.....

For and on behalf of the **Contractor**

In the presence of

Witness:_____

Name :_____

Address:_____

Date:_____

ANNEXURE - IV

NON JUDICIAL STAMP PAPER

6.4 BANK GUARANTEE TOWARDS ADVANCE PAYMENT

To

IIT Madras Research Park,
No.1FA, 1st floor, Kanagam Road,
Taramani, Chennai – 600 113

BG No.:

Date :

Amount :

Validity :

Claim Period :

In consideration of the IIT Madras Research Park, having its office at No.1FA, 1st floor, Kanagam Road, Taramani, Chennai – 600 113 (hereinafter called the "IITMRP"), having offered to accept the terms and conditions of the proposed agreement between IITMRP and M/s..... having registered office at..... and branch office at (hereinafter called the "contractor") for "**Façade Works - Construction of New Buildings for IIT Madras Research Park, Phase – II**" at Kanagam road, Chennai – 600 113 (herein after called "the agreement") and in the consideration of the IITMRP having agreed pay to the said contractor a sum of Rs.....(Rupees.....) towards 5% mobilization advance on submission by the said contractor of an irrevocable Bank guarantee for an equivalent amount as a security / Guarantee for compliance of its obligations in accordance with the terms and conditions of the said agreement,

1. We(name of the bank), having our Head/registered office at.....(herein after referred as "the Bank") do hereby undertake to pay to IITMRP an amount not exceeding Rs..... (Rupees.....) on demand by IITMRP.
2. We.....(name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IITMRP stating that the amount claimed is required to meet the recoveries from the said contractor. Any such demand made on the Bank shall be conclusive and binding on the bank under this Guarantee. However our liability under his guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....).



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3. We, the Bank further undertake to pay the IITMRP any money so demanded notwithstanding any dispute or disputes raised by the said contractor in any suit or proceedings 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 the payment there under and the said contractor shall have no claims against us for making such payment.
4. We, 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 enforceable till all the dues of the IITMRP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the chief operating officer on behalf of the IITMRP certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.
5. We, the Bank further agree with the IITMRP that the IITMRP shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITMRP against the said contractor 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 or by any forbearance or act of omission on the part of the IITMRP or by any indulgence by the IITMRP to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
6. This guarantee will not be invalidated due to change in the constitution of the Bank to the said contractor.
7. This guarantee shall be valid upto(Date)

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within three months of the date of expiry or the extended date of this guarantee, all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein

- a. Our liability under this guarantee shall be limited to a sum of Rs.....(Rupees))
- b. This guarantee shall be valid only upto
- c. We are liable to pay the guarantee amount or any part thereof under this guarantee, if and only if, you serve upon a written claim or demand on or before.....(date)

Dated this Day ofmonthyear

(Signature and seal of the Bank)



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ANNEXURE - V

NON JUDICIAL STAMP PAPER

6.5 BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

To

IIT Madras Research Park,
 No.1FA, 1st floor, Kanagam Road,
 Taramani, Chennai – 600 113

BG No. :
 Date :
 Amount :
 Validity :
 Claim Period :

In consideration of the IIT Madras Research Park, having its office at No.1FA, 1st floor, Kanagam Road, Taramani, Chennai – 600 113 (hereinafter called the “IITMRP”), having offered to accept the terms and conditions of the proposed agreement between IITMRP and M/s..... having registered office at..... and branch office at (hereinafter called the “contractor”) for “**Façade Works - Construction of New Buildings for IIT Madras Research Park, Phase – II**” at Kanagam road, Chennai – 600 113 (herein after called “the agreement”) and in the consideration of the IITMRP having agreed to accept an irrevocable Bank guarantee for amount of Rs.....(rupees.....) as security / Guarantee from the said contractor for compliance of its obligations in accordance with the terms and conditions of the said agreement,

- 1 We(name of the bank), having our Head/registered office at.....(herein after referred as “the Bank”) do hereby undertake to pay to IITMRP an amount not exceeding Rs..... (Rupees.....) on demand by IITMRP.
- 2 We.....(name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IITMRP stating that the amount claimed is required to meet the recoveries from the said contractor. Any such demand made on the Bank shall be conclusive and binding on the Bank under this guarantee. However our liability under his guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).
- 3 We, the Bank further undertake to pay the IITMRP any money so demanded notwithstanding any dispute or disputes raised by the said contractor in any suit or proceedings 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 the payment there under and the said contractor shall have no claims against us for making such payment.

- 4 We, 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 enforceable till all the dues of the IITMRP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the chief operating officer on behalf of the IITMRP certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.
- 5 We, the Bank further agree with the IITMRP that the IITMRP shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITMRP against the said contractor 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 or by any forbearance or act of omission on the part of the IITMRP or by any indulgence by the IITMRP to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
- 6 This guarantee will not be invalidated due to change in the constitution of the Bank to the said contractor.
8. This guarantee shall be valid upto (Date)

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within Three months of the date of expiry or the extended date of this guarantee, all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein

- d. Our liability under this guarantee shall be limited to a sum of Rs.....(Rupees))
- e. This guarantee shall be valid only upto
- f. We are liable to pay the guarantee amount or any part thereof under this guarantee, if and only if, you serve upon a written claim or demand on or before.....(date)

Dated this Day ofmonthyear

(Signature and seal of the Bank)



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ANNEXURE - VI

NON JUDICIAL STAMP PAPER

6.6 BANK GUARANTEE TOWARDS SECURITY DEPOSIT

To

IIT Madras Research Park,
 No.1FA, 1st floor, Kanagam Road,
 Taramani, Chennai – 600 113

BG No. :
 Date :
 Amount :
 Validity :
 Claim Period :

In consideration of the IIT Madras Research Park, having its office at No.1FA, 1st floor, Kanagam Road, Taramani, Chennai – 600 113 (hereinafter called the “IITMRP”), having offered to accept the terms and conditions of the proposed agreement between IITMRP and M/s..... having registered office at..... and branch office at (hereinafter called the “contractor”) for “**Façade Works - Construction of New Buildings for IIT Madras Research Park, Phase – II**” at Kanagam road, Chennai – 600 113 (herein after called “the agreement”) and in the consideration of the IITMRP having agreed to accept an irrevocable Bank guarantee for amount of Rs.....(rupees.....) as security / Guarantee from the said contractor for compliance of its obligations in accordance with the terms and conditions of the said agreement,

- 1 We(name of the bank), having our Head/registered office at.....(herein after referred as “the Bank”) do hereby undertake to pay to IITMRP an amount not exceeding Rs..... (Rupees.....) on demand by IITMRP.
- 2 We.....(name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IITMRP stating that the amount claimed is required to meet the recoveries from the said contractor. Any such demand made on the Bank shall be conclusive and binding on the Bank under this Guarantee. However our liability under his guarantee shall be restricted to an amount not exceeding Rs..... (rupess.....).
- 3 We, the Bank further undertake to pay the IITMRP any money so demanded notwithstanding any dispute or disputes raised by the said contractor in any suit or proceedings 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 the payment there under and the said contractor shall have no claims against us for making such payment.



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- 4 We, 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 enforceable till all the dues of the IITMRP under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the chief operating officer on behalf of the IITMRP certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.
- 5 We, the Bank further agree with the IITMRP that the IITMRP shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the IITMRP against the said contractor 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 or by any forbearance or act of omission on the part of the IITMRP or by any indulgence by the IITMRP to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.
- 6 This guarantee will not be discharged due to change in the constitution of the Bank to the said contractor.
- 7 We the bank, lastly undertake not revoke this guarantee except the previous consent of the IITMRP in writing during its currency.
- 8 This guarantee shall be valid uptounless extended on demand by IITMRP.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of this guarantee, all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained herein

- g. Our liability under this guarantee shall be limited to a sum of Rs.....(Rupees))
- h. This guarantee shall be valid only upto
- i. We are liable to pay the guarantee amount or any part thereof under this guarantee, if and only if, you serve upon a written claim or demand on or before.....(date)

Dated this Day ofmonthyear

(Signature and seal of the Bank)