

ANNEXURE – A

Bid Form

Date:

To:

The Honorary Secretary
The Young Men's Indian Association (Regd.)(YMIA)
No.54-57/2, Royapettah High Road,
Mylapore, Chennai – 600 004.
Email: ymiaindia@gmail.com
Phone: 044 2466 2210, 2498 6546

Dear Sir,

Having examined the Bid document The receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions and Scope of design services of bid document along with EMD of Rs. 50,000/- (Rupees Fifty thousand only).

We undertake, if our bid is accepted, to complete entire work as specified in the scope of Design services and this terms and conditions within the completion schedule proposed by us. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding 5% of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of Three months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us. We understand that in case the bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ Day of 2014
Signature of authorized signatory

Name: -----

Date:

Designation:

Place:

Seal:

ANNEXURE - B

Contract Agreement Form

AGREEMENT for "....." (Hereinafter called the "Services") made on..... day of....., 2014 between M/s, hereinafter called the "DESIGN CONSULTANT" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and The Young Men's Indian Association (YMIA), Chennai-04 hereinafter called "Client" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

Client being desirous of having provided for execution of **auditorium, Sports activities, Mess and hostel building** mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

A. The Design Consultant has examined the Services specified in Bid Document of Client and has satisfied himself by careful examination before submitting his proposal as to the nature of the Services and local conditions, the nature and magnitude of the Services, the availability of manpower and materials necessary for the execution of Services and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Services to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Services and which might have included him in making his proposal.

B. The LOA including Completion Schedule of Services and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

Client accepted the bid of the Design Consultant for the provision and the execution of the said Services at the values stated in bid and finally approved by Client upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payment to be made to the Design Consultant for the Services to be provided by him the Contract hereby covenants with Client that the Design Consultant shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for

the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Services, Client does hereby agree with the Agreement that Client will pay to the Design Consultant the respective amounts for the Services actually done by him and approved by Client at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
For

Signed and Delivered and on
behalf of

And on behalf of Client

M/s. The Young Men’s Indian Association

M/s

Date: Date:

Place: Place:

IN PRESENCE OF TWO WITNESSES

1.

1.

2.

2.

ANNEXURE - C
PERFORMANCE SECURITY

(CONTRACT PERFORMANCE BANK GUARANTEE)
- UNCONDITIONAL
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.

Bank Guarantee No.:

Date:

To,

The Honorary Secretary
The Young Men's Indian Association (Regd.)(YMIA)
No.54-57/2, Royapettah High Road,
Mylapore, Chennai – 600 004.
Email: ymiaindia@gmail.com
Phone: 044 2466 2210, 2498 6546

Dear Sir,

In consideration of The Young Men's Indian Association (YMIA), Chennai-04 (herein referred to as the Client which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the "Design Consultant" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the work of _____ by issue of Client

Order No. _____ dated _____ and the same having been accepted by the Design Consultant resulting into Contract for _____ as per above referred Order having a total value of for the work of _____ and the Consultant having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract to Client.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the Client on demand any and all moneys payable by the Consultant to the extent of 5% (Five percent) of the Contract Prices as aforesaid at any time up to..... without a reference to the Consultant. Any such demand made by Client on bank shall be inclusive and binding notwithstanding any difference between Client and Design Consultant discharges this guarantee.

Client and Design Consultant or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous

consent of Client and further agrees that the guarantee herein contained shall continue to be enforceable till the Client discharges this guarantee. Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by Design Consultant of the afore mentioned Contract, Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against Design Consultant, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned Contract between Client and Design Consultant or any other course of or remedy or security available to Client. The bank shall not be released of its obligations under these presents by any exercise by Client of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Client or any other indulgence shown by Client or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the Bank. The Bank also agrees that Client at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against Design Consultant and notwithstanding any security or other guarantee that Client may have in relation to the Design Consultants liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to

And it shall remain in force upto and shall be extended from time to time for such period as may be desired by the Design Consultant on whose behalf this Guarantee has been given.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Design Consultant up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of

Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 2014

WITNESS:

(SIGNATURE)

(NAME)

STAMP

(OFFICIAL SEAL)

(SIGNATURE)

(NAME)

Designation with as per Power
Of Attorney / Resolution Board
of Directors

Date: