



**INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL
AND LIBRARY BUILDING AT INSTITUTE FOR SOCIAL AND ECONOMIC
CHANGE, BENGALURU**

TENDER DOCUMENT

This Document contains Pages from 1 to 64.

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This Tender Document contains all the Pages duly read and accepted by Me/Us.

TENDERER

**INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE,
Dr VKRV Rao Road, Nagarabhavi post, BENGALURU -560 072**

10.05.2022

NOTICE

Tender Documents are invited from reputed firms for the work of "INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL AND LIBRARY BUILDING AT INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE, BENGALURU". All as per the scope of work. Approximate value of the work is Rs.11,64,000/- + GST as applicable/- (Rupees Eleven Lakhs Sixty Four thousand only plus GST as applicable).

| E.M.D. to be submitted along with the Tender | Period of Contract | Issue of Tender Document From ISEC website | Submission of Technical Bid & Price Bid (Hard copy) | DATE OF OPENING | |
|--|--------------------|--|---|--|--|
| | | | | Tender Document (hard copy- Technical Bid) & Support Documents | Price Bid |
| (1) | (2) | (3) | (4) | (5) | (6) |
| Rs. 30,000/- | 12 weeks | From 10.05.2022 | On or before 24.05.2022, 17.00 hours | 25.05.2022, 11.00 am | Price Bids of only those bidders who are qualified in the Technical Bid will be opened. Date and time of opening of Price Bids will be intimated to the qualified bidders. |

L INSTRUCTIONS TO BIDDERS:

I.1. Bid Validity:

I.1.A. Technical Bid: 120 days from the date of opening of Technical Bid.

I.1.B. Price Bid: 120 days from the date of opening of Price Bid.

I.2. The nature of the tender is Two Bid System i.e. Technical Bid and Price Bid. The rates are to be quoted only in the Price Bid in a separate closed cover.

I.3. **Period of Contract: Twelve weeks** from the date of award of contract.

I.4. **Defects Liability Period:** Six months from the date of virtual completion of the work.

I.5. Downloading of Tender Document:

The bidders may download the Tender Document from the below mentioned websites upto the last date of submission of tender.

I.5.A. From ISEC Website:

The bidders can download the Tender Documents from ISEC Website www.isec.ac.in/tender_notices.

I.6. Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders if any, form part of the Tender Document.

I.7. Any information / clarifications required by the Bidder can be obtained from the Estate Section, ISEC during working hours on any working days or till the date of submission of Technical Bid OR at the time of pre-bid meeting.

I.8. This being an item rate Contract, the rate quoted shall remain firm. The quantities shown against each item are only approximate and hence any reduction or increase thereof during the currency of the Contract shall not vitiate the Contract. **The approximate quantity of work is only indicative and if the quantity of actual work is increased or decreased, the bidder will have no claim on this account.**

I.9. The successful bidder, after award of the contract, must produce the following documents, before entering into agreement.

- a. CAR Policy
- b. Duly filled-in Indemnity Bond, on the e-Stamp of Rs.100/- if the bidder is not registered with ESI, EPF. **(Please see Proforma G)**
- c. Bank guarantee against Security deposit

I.10. ESSENTIAL CRITERIA:

I.10.A. The bidder should have been in the similar business (civil / painting work) continuously for minimum five years. Necessary documentary proof should be submitted for the same along with the tender document. The bidder should also give complete details of the concerned authority such as name with designation, valid address, telephone with STD Code / mobile number, etc. The completed works shall be open to inspection and in case the works are not up to the standard, the tender will be summarily rejected, and no queries will be entertained in this regard.

I.10.B. Financial position: Average annual financial turnover ending 31st march of the previous three financial years should be at least Rs.6.00 lakhs (Rupees Six Lakhs only). Copies of IT Returns, Profit and Loss Account, Balance Sheet for every year (last three financial years) and copy of the Auditor's letter certifying the annual turnover of the last three financial years should be submitted as a proof of the financial position.

I.10.C. The bidder should submit the Solvency Certificate for the value of Rs.3,00,000/- (Three lakhs only) issued by any Nationalized or Scheduled Banks only.

I.11. ELIGIBILITY CRITERIA:

ISEC will carry out the evaluation of bids of only those bidders who satisfy the essential criteria.

I.11.A. Experience: Bidder should have experience of having successfully completed civil works as described below during **last five years** in any one of the following: (copy of the satisfactory performance certificate to be enclosed).

- i) One similar completed work (civil / painting work) costing each not less than Rs.6.00 lakhs. (Rupees Six lakhs only)
- OR**
- ii) Two similar completed works (civil / painting work) costing each not less than Rs.3.00 lakhs. (Rupees Three lakhs only)

I.11.B. The firm shall have GST No. issued by the competent authority.

I.11.C. Bidders should not have been carrying any adverse remarks in ISEC or carry other similar report from any authority.

I.12. EARNEST MONEY DEPOSIT (EMD):

I.12.A. The bidder shall submit the EMD through means of cheque.

or

I.12.A.a) Online transfer:

For online submission of EMD, the bidder shall pay the amount through RTGS/NEFT.

The bank details of ISEC for online transfer:

| | |
|------------------------------|--|
| Bank Name | : SBI |
| Bank Street Address | : ISEC BRANCH, BANGALORE |
| Branch Code | : 40898 |
| IFSC CODE | : SBIN0040898 |
| Customer SBI Bank a/c name | : Institute for Social and Economic change |
| Customer SBI Bank a/c number | : 54051120703 |

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be submitted along with the Tender Document (in a separate envelope).

I.12.B. Exemption from paying EMD:

I.14.B.a) The bidders who have registered with MSME/NSIC/UDYAM are exempted from payment of EMD. Copy of the MSME/NSIC/UDYAM Certificate should be submitted as a documentary proof in the first envelope (**Envelope 1**). In the MHRD Portal, bidder has to enter the Registration No. and Date of the MSME/NSIC/UDYAM Certificate

I.14.B.b) If such proof is not submitted and EMD is also not paid, such tenders will be summarily rejected. The bidders who have not registered with MSME/NSIC/UDYAM should pay the EMD and payment details shall be submitted in **Envelope 1**. Otherwise, the tenders submitted by such bidders will be summarily rejected. (*For details regarding submission in envelope 1, please see the clause – Sealing and Submission of Tenders given in this document.*)

I.12.C. No Interest will be paid on EMD Deposit.

I.12.D. Any tender not accompanied by an acceptable Earnest Money Deposit and not secured in the payment modes as indicated above shall be rejected by the ISEC as non-responsive.

I.12.E. Forfeiture of EMD:

The Earnest Money Deposit shall be forfeited -

- a) If the bidder withdraws from the Tender after tender opening during the period of tender validity
- b) In the case of a successful bidder, if the bidder fails within the specified time limit to:
 - i) submit the Security Deposit (Performance Bank Guarantee) within 10 days of issue of work order or
 - ii) sign the Agreement within 15 days of issue of work order or
 - iii) commence the work within the scheduled time or
 - iv) Produce the required documents to ISEC mentioned in this document.
- c) In case, the bidder, after quoting, withdraws from the tender or refuses/delays in commencing the work even after issue of work order, the EMD will be forfeited.

I.12.F. BANK DETAILS OF THE BIDDER:

The bidders are required to submit the bank details along with the Technical Bid. The bank details are required to be filled in and submitted in the company letterhead, duly attested by the authorized person of the company and the banker. The bank details should be accompanied by a cancelled cheque duly attested by the banker. **(The format of the Bidder Bank Detail Form has been given in this document vide Proforma – E).**

I.12.G. RETURN OF EMD:

Unsuccessful Bidders: The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders, after the issue of Work Order to L1 Bidder, by Hand/Speed post/Bank transfer.

Successful Bidder:

(a) EMD will be returned on submission of the Bank Guarantee at 7.5% of the value of the work order valid till the completion of the **Defects Liability Period plus two months.**

OR

(b) EMD will be converted into Security Deposit and retained till the completion of the Defects Liability Period and will be returned along with Security Deposit.

Note: The Performance Bank Guarantee should be submitted within 10 days after receipt of the Work Order.

I.13. SECURITY DEPOSIT:

I.13.A. After award of contract, the successful bidder should submit original Performance Bank guarantee at 7.5% of the value of the work order issued by nationalized / scheduled bank as Security Deposit, within 10 days of issue of Work Order. The bank guarantee shall be valid till completion of the Defects Liability Period plus two months.

I.13.B. The original bank guarantee will be returned to the bidder after successful completion of Defects Liability Period, subject to fulfilment of obligations if any, by the contractor.

I.13.C. In the event of breach of contract by the contractor, the performance security will be liable to be forfeited by ISEC.

I.13.D. If the successful bidder does not submit the Bank Guarantee, 5% or 7.5% as the case may be, the amount will be deducted from the running bills and will be returned after successful completion of the Defects Liability Period, subject to fulfilment of obligations if any, by the contractor.

I.13.E. No interest will be paid on the Security Deposit.

I.13.F. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by ISEC in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the ISEC. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the ISEC will be kept withheld or retained as such by the ISEC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

I.13.G. REFUND OF SECURITY DEPOSIT:

I.15.G.a) The Security Deposit will be refunded only after the Completion of the maintenance period plus two months by ISEC.

I.15.G.b) The above deposit will be held by ISEC as security for the satisfactory performance of the contract. All compensations or other sums or money payable by the bidder to ISEC under the terms and conditions of this contract may be deducted from this security deposit or from any other sums that may be due or may become due to the bidder by ISEC on any account whatsoever, and in the event of the security deposit being reduced by reasons of any such deductions, the bidder shall within ten days thereafter make good these deductions.

I.15.G.c) No deposit will be recovered for work of routine maintenance works except for special works where maintenance period is essential and specifically stipulated in the contract etc., like tar-felting, water proofing etc.

I.14. The bidders possessing the ISO 9001-2015 Certificate shall submit the copy of the ISO certificate along with the tender.

I.15. SEALING AND SUBMISSION OF BIDS:

The bidders should submit the hard copies of the same (self-attested i.e. seal and sign on all the pages of these documents) along with the Tender Document. **Hard copy of the Tender Document duly signed and sealed on every page, shall be submitted by dropping in the Tender Box kept at Registrar office on or before the date mentioned above.**

Hard copy of the Tender Document should be submitted in different covers (three covers – first cover, second cover and third cover) as below:

I.15.A. FIRST COVER:

The First cover should contain the following documents.

- i) The proof of payment of EMD amount or copy of the MSME/NSIC/UDYAM Registration Certificate in case the bidder is exempted from paying EMD.
- ii) Covering letter in the company letterhead.

The envelope shall be super-scribed as “Envelope 1 - Earnest Money Deposit” along with the address of the bidder; and the cover should be properly closed and sealed.

I.15.B. SECOND COVER

The second cover should contain the following documents.

Documents mentioned in essential criteria, duly signed on every page with the company seal.

The envelope shall be super-scribed as “Envelope 2 - Essential Criteria & Tender documents” along with the address of the bidder; and the cover should be properly closed and sealed.

Addenda / Corrigenda / additional information if any uploaded on the website with seal and sign on every page.

I.15.C. THIRD COVER

The third cover should contain following documents.

Tender Document (Part B-Price Bid with quoting rates) duly signed on every page with company seal.

The envelope shall be super-scribed as “Envelope 3 – Price Bid” along with the address of the bidder; and the cover should be properly closed and sealed.

I.15.D. These three sealed covers (i.e. first cover containing EMD, second cover containing the documents mentioned under essential criteria & Tender Document and the third cover containing the Price Bid) should be placed in a bigger outer cover and should be closed and properly sealed and submitted on or before the last date and time of submission as mentioned in this document. The outer cover should be super-scribed with the NAME OF THE WORK. The cover should also contain the name and address of the bidder.

I.15.E. The outer cover of the tender should be addressed to:

Registrar
Institute for Social and Economic change
Dr VKRV Rao Road, Nagarabhavi Post
Bengaluru – 560 072.

I.15.F. Note: If the outer cover of any tender is not addressed to the prescribed person mentioned in the tender conditions, such tenders shall be rejected.

I.15.G. If the last date of submission of bids is declared a holiday subsequent to issuance of NIT, the next working day shall be deemed to be the last day for submission of the tender. The same condition applies to Technical Bid Opening and Price Bid Opening also.

I.15.H. The Employer/Engineer may, at his discretion, extend the last date of submission of the Tender Document by amending the Tender Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

I.15.I. Bids shall be submitted in the prescribed form only i.e. as per the documents issued. The Bids have to be duly filled-in and submitted and no other format shall be used, except for Performa's which shall be submitted in the letterhead. Wherever required, particulars can be submitted in annexure but such details along with annexure number and the page number shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of the contract. Tender in any format other than that prescribed in this document shall be liable for rejection. The bidder shall submit an undertaking in 'Proforma C' stating that no changes, alterations are made in the Tender Documents issued by ISEC, Dr VKRV Rao Road, Nagarabhavi Post, Bengaluru – 560 072.

I.16. Any addendum / corrigendum or additional information pertaining to tender will be uploaded on ISEC website. The bidder should regularly visit the site for checking the same till the last date of submission of the tender and submit the tender (hard copy) only after checking the addendum/ corrigendum / any other additional information uploaded in the websites mentioned above.

If any bidder submits the tender before the due date and any corrigendum / addendum in the website after his submission of tender, such bidder shall download the corrigendum / addendum and submit the same along with a covering letter in the company letter head, either in person or by post with seal and sign on the same, covered in an envelope super scribing on the same, "Name of Work", "Addendum / Corrigendum", To Address and From Address, properly closed and sealed.

- a) Tenders will also be accepted through post. However, Registrar, Institute for Social and Economic change Dr VKRV Rao Road, Nagarabhavi Post, BENGALURU – 560 072. (ISEC) will not be responsible for late receipt of tender by post.
- b) Tenders sent which cannot be delivered in a sealed envelope will be treated as defective, invalid and shall stand rejected. Tenders received with defective sealing of outer or inner envelopes shall not be accepted.
- c) No responsibility will be accepted by ISEC for the opening out of the envelopes due to wrong / bad / defective sealing or marking or other causes contrary to the aforesaid instructions.

I.17. Any tender received in the designated office after the deadline prescribed for submission of tenders will not be accepted under any circumstances. The bidders should submit the tender in the same format as downloaded through ISEC Website. Tenders submitted other than this called for in the enclosed documents are liable for rejection.

I.18. The Proforma given in this document which is to be submitted in the company letterhead, should be submitted separately in original company letterhead duly sealed and signed by the bidder. Apart from this, the proforma as given in this document should be submitted in the same format (i.e. in the white sheet and not in the company letterhead) with seal and sign on every page, arranged as per the page number along with other pages of this document and should be submitted as one complete tender document.

I.19. Late tenders and conditional tenders are liable for rejection.

I.20. OPENING OF BIDS:

I.20.A. The Technical Bids will be opened as under:

- a) The supporting documents and the Bid Documents (Technical Bid) submitted in hard copy will be opened on the same day.
- b) If any bidder has not submitted the hard copy of the Bid Document, such document will also be considered as not submitted, as the submission of the complete Bid Document with seal and sign on every page along with the supporting documents is compulsory.
- c) Please note, the authorized representatives should carry the letter of authorization for attending the tender opening. The authorization letter should be in their company letter head issued in the name of the authorized representative, duly signed by the authorized representative with his name in CAPITALS and attested by the owner of the company. (Format of the letter is given under [Proforma-A](#)).

I.21. REJECTION OF TENDERS:

I.21.A. If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.

I.21.B. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.

I.22. The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

I.23. EVALUATION OF TECHNICAL BID

**I.23.A. TECHNICAL EVALUATION STATEMENT:
(only for bidder's reference)**

I.26.A.a) Bidders who fulfill the Essential Criteria will be evaluated and given the marks based on the following parameters.

| | | | | |
|----------|--|-------------------------|-----------------|----------------|
| 1 | NAME OF THE BIDDER | | | |
| 2 | EMD | | | |
| 3 | Eligibility Criteria: | | | |
| | Experience in similar class of work | | | |
| | Works Particulars | Required limit in Lakhs | Worked in Lakhs | Marks Break Up |
| (a) | Single work | 09.32 | | 30 |
| (b) | Two works | 05.82 | | |
| (c) | Three works | 04.66 | | |
| 4 | Work Experience at organizations with similar class of work | | | |
| (a) | Work Experience in any Educational Institutes of higher learning equivalent to ISEC | | 25 | |
| (b) | Work Experience in Hospitals, Industries etc. owned by Central-Govt. / Central autonomous body / central PSUs / PWDs / CPWD / MES / Railways / Public Sector | | 15 | |
| (c) | Work Experience in Reputed Private Organization | | 15 | |
| 5 | Company Registration | | | |
| (a) | Company work experience 5 years – 2 marks more than 5 years – additional 1 mark will be given for each additional year | | 15 | |
| 6 | Total Marks | | 100 | |
| 7 | Minimum Qualifying Marks | | 65 | |
| 8 | Remarks | | | |
| 9 | Recommendation | | | |

I.23.B. Explanation for the above-mentioned criteria (Serial numbers given below are according to the numbers given in the Technical Evaluation Statement above):

SI.No.3: Experience in Similar Class of Work: Bidder should provide complete work details for the previous three years as per the **Proforma –I**. The bidder should enclose work completion certificates / work orders in support of relevant experience.

- (a) The bidder should have completed a single civil / painting work costing **Rs.09.32 lakhs and above (excluding GST)**. The work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.
- (b) The bidder should have completed any two civil / painting works each costing **Rs.05.82 lakhs and above (excluding GST)**. Each work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.
- (c) The bidder should have completed any three civil / painting works costing **Rs.04.66 lakhs and above (excluding GST)**. Each work should have been awarded as a whole. Stage-wise work orders issued for a single work will not be considered.

SI.No.4: Work Experience at organizations with similar class of work:

- (a) The bidder should have completed the similar work (civil / painting work) in any of these institutions. (Work Order and Work Completion Certificate issued for the work completed, should be attached as a proof of this work).
- (b) In Central or State Govt. / Central or State Govt. Autonomous Body / Central or State PSUs / PWDs / CPWDs / MES / Railways / Public Sector – The bidder should have completed similar work (civil / painting work) in any of the above mentioned Government organizations. (Work Order and Work Completion Certificate issued for the work completed, should be attached as a proof of this work).
- (c) In Reputed Private Organizations – The bidder should have completed similar work (civil / painting work) in any private organization.

Note: Marks will be allotted on pro-rata basis based on the number of years of experience.

work done.

SI.No.5: Work Experience at organizations with similar (civil / painting work) class of work:

- (a) The bidder should have worked continuously for five years in the similar business (civil / painting work). There should not be any discontinuity in the business from the beginning till date. Documentary evidence should be submitted as a proof.

Note: Marks will be allotted on pro-rata basis based on the number of years of experience.

Note: Marks will be allotted on pro-rata basis based on the value of the

Eg: (i) If the bidder work experience is below 5 years, his tender will be rejected.

(ii) If the bidder work experience is 5 years, he will be allotted 2 marks.

(iii) If the bidder work experience is more than 5 years, he will be allotted with 1 additional mark for each additional year i.e. 3 marks for work experience of 6 years (5+1), or 4 marks for work experience of 7 years (5+2) and so on.

Note: Different work done proofs should be submitted for different evaluation requirements under Sl. No. 4. If only one documentary proof is submitted, marks will be given for either sl.no.a or sl.no.b.

Eg: If a bidder submits a single documentary proof for work completed in IIT which satisfies the parameters given under both sl.no.a and sl.no.b of Sl. No. 4, this will be considered as a proof submitted for sl.no.a. Marks will be given under sl.no.a but no marks will be given under sl.no.b as the bidder has submitted only one documentary proof.

I.24.

I.1. PRE-BID MEETING:

I.1.A. Pre-Bid Meeting will be conducted before submission of the Tender Document. The bidders may send the clarifications to the email ids mentioned in this Tender Document and/or may attend the meeting in person. The pre-bid meeting will be conducted either offline or online as per the decision of the competent authority of ISEC. The intimation regarding the details of the pre-bid meeting will be provided in the ISEC website.

I.1.B. Minutes of the Pre-Bid Meeting will be uploaded on ISEC website. Minutes of the Pre-Bid Meeting forms part of the Tender Document. The bidder must check for the minutes of the Pre-Bid Meeting before submission of the Tender Document.

I.2. AWARD OF WORK:

The accepting officer reserves the right to place order as a whole or part of any item only as deemed fit.

The work will be awarded to the bidder who has quoted the lowest amount including GST in the online Price Bid. He will be invited for further negotiations with prior approval from the competent authority.

If more than one bidder quotes the same amount in the Online Price Bid, these bidders will be invited personally to ISEC, they will be issued the Price Bid (hard copy) and the bidders will be asked to quote the rates manually and submit the closed cover, addressed to Registrar ISEC, Bengaluru, super scribing on the same "Price Bid" and "Name of Work" and From Address within the scheduled time. These covers will be opened immediately in the presence of these bidders and the work will be awarded to the bidder who has quoted lowest amount in this Price Bid.

If, here also, more than one bidder quotes the same amount, the successful bidder will be arrived at based on the Technical Qualification Marks awarded by ISEC Committee and the work will be awarded to that bidder.

II. GENERAL CONDITIONS OF CONTRACT

II.1. Payment: In consideration of the work done under this Agreement, ISEC agrees to pay the Contractor at different stages as set forth in the Tender in that behalf. The Contractor shall be responsible for payment of all applicable Taxes on the works contract.

II.1.A. The contractor shall promptly raise an invoice (RA Bill) to ISEC after completion of 50% of work .

II.1.B. The bill should be accompanied by the statement and the progress of work for that particular month, the required documents, measurement sheets of the work done for that month duly signed with seal on every page and countersigned by the Engineer in-charge and the Consultant (if appointed) and other necessary documents.

II.1.C. The bill will be checked, certified and sent to Accounts Section for processing the same for payment.

II.1.D. The payment will be made online to the bank details provided by the contractor, within thirty (30) working days after submission of the undisputed invoice (RA Bill).

II.1.E. To ensure uninterrupted payment of bills, the contractor should update his bank details, the business details regarding the changes if any.

II.1.F. On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to ISEC in the format prescribed by or acceptable to ISEC.

II.2. Contract Termination:

II.2.A. Termination: If the Contractor fails to perform the work set out in this Agreement within the stipulated period of time or carry out the work to the satisfaction of ISEC, ISEC shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice.

II.2.B. Consequence of Termination: In the event of termination of this Agreement, the parties agree to promptly fully deliver all the deliverables applicable conceived, created or developed prior to the date of termination.

In case of termination due to the material breach of the terms of this Agreement by the Contractor, ISEC shall get the balance work executed through a third party and recover from the Contractor all the additional costs incurred by and damaged caused to ISEC in procuring such services from any other third party.

II.2.C. In case any of the information furnished by the Bidder is found to be false or any adverse points come to light subsequent to the Agreement, ISEC, at its discretion, may choose to terminate the Contract, at any time. The decision of ISEC in this regard shall be final and binding.

II.2.D. Termination of Contract for Death:

Without prejudice to any of the rights or remedies under this contract, if the Bidder dies or attains legal disability, the Accepting Officer shall have the option of terminating the contract without any compensation to the Bidder. ISEC shall have the right to get the work completed by itself, or through any other contractors or agency at the cost and risk of the contractors or his successors in interest.

II.2.E. Termination for Insolvency:

ISEC may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to ISEC.

II.2.F. Termination for Convenience:

II.2.F.a) ISEC, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ISEC's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

II.3. Sub-letting of Contract:

The contractor shall not sublet any portion of the contract without the prior written approval of Institute for social and Economic Change, Bengaluru to any other person/firm.

II.4. Arbitration:

II.2.F.b) Except where otherwise provided for in the contract, all question and disputes relating to the meaning of the specifications, designs and instruction herein before mentioned and as to quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders or the conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director if the Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director willing to act as such arbitrator. The arbitrator to whom the matter is _____

originally referred being transferred or vacating his Office or being unable to act for any reason such Director / aforesaid at the time of such transfer, vacation of Office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

II.4.A. Subject to as aforesaid the provision of the Arbitration & Conciliation Act or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this Clause. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under the Clause together with the amount or amounts claimed in respect of each dispute.

II.4.B. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

II.4.C. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.

II.4.D. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties / fixing date of the first hearing.

II.4.E. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

II.4.F. The venue of arbitrator shall be a place as may be fixed by the arbitrator in his sole discretion.

II.4.G. The award of the arbitrator shall be final, conclusive and binding on both the parties to this contract.

II.5. Safety Conditions:

II.5.A. General:

The Bidder shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of CPWD and IS codes and safety manuals. Some of the more important measures are listed below. The Bidder shall implement any further measures which may be required as per the safety codes of CPWD/ IS codes etc. and the measures which the Engineer may call for during the execution of the work.

II.5.B. Scaffolding:

Suitable scaffolds shall be provided for workmen for all work that cannot safely be 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 labourer shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

II.5.C. Guard Railing in Scaffolding / Staging / Platforms:

Scaffolding or staging more than 3.25 meters above the ground floor 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 1 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 so fastened as to prevent it from swaying from the building or structures.

II.5.D. Access to working platforms and other working places:

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 5 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm. for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm. for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

II.5.E. First Aid Injuries:

- Bidder shall maintain first aid facilities for his workmen. First aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person who should be readily available during the working hours.
- Bidder shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to ISEC prior to start of constructions and their telephone numbers shall be prominently posted in Bidder's field office.

II.5.F. Maintenance:

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.

II.5.G. Enforcement:

To ensure effective enforcement of the rules and regulations relative to safety precautions, arrangements made by the Bidder shall be open to inspection by the Engineer or his representatives and the Inspecting Officers.

II.5.H. Displays:

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

II.5.1. Work Permits:

The bidder shall at his own cost and responsibilities follow all the safety rules and regulations and safety codes such as: -

| <u>IS codes</u> <u>(Latest</u> <u>Revisions)</u> | <u>As applicable to the relevant work</u> |
|---|---|
| 3696-1987 | Safety code for scaffolds and ladders. |
| 4014 (part 2) - 1986 | Safety regulations for steel tubular scaffolding |
| 7969-1975 | Safety code for handling and storage of building materials |
| 13415-1992 | Safety code for protective barriers in and around the building |
| 13416-(part 2) - 1992 | Recommendations for preventive measures against hazards at workplace- fall prevention |
| 7205 – 1973 | Safety code for Erection of Structural steel works. |

II.6. Goods and Services Tax:

“The bidder should have a valid registration with the concerned authorities and a copy of such registration certificate should be submitted along with the tender. Quoted price should be exclusive of GST. Please note that the responsibility of payment of GST lies with the bidder for his portion only. In case GST is applicable for the Tendered work, bidder shall claim GST indicating rate of abatement/ deduction allowed as per “Goods and Services Tax Act” from the 1st invoice itself. Bidder providing taxable GST shall issue invoice / a bill as the case may be, a Challan which is signed, serially numbered and containing the following:

- a) Name, Address & Registration number of such Person / Bidder.
- b) Name & Address of the person / Bidder receiving Taxable service.
- c) Description, Classification and value of Taxable Service provided.
- d) GST amount.

Payments to the contractor for claiming GST amount will be made provided the above formalities are fulfilled. In case of statutory variation in GST during the currency of contract, the bidder shall submit a copy of the “Government Notification” to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for GST/ Statutory variation in GST should be raised within Two (02) Months from the date of issue of “Government Notification” for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

NOTE :

- 1. GST is applicable as on the date of service.**
- 2. L1 will be determined including GST element.**
- 3. Any variation in tax structure during the currency of contract shall be compensated by the employer to the bidder.**

II.7. Bills and Measurement:

II.7.A. Running Account Bills (RA Bills):

Payment in respect of the work done will be based on the certificate from Engineer-in-charge as to the value of work done. This certificate should be supported by a bill from the bidder indicating the quantities of work done and rates adopted for evaluation of the work or percentage of work.

Memorandum of Payment:

- a. Total value of work done -----
- b. Deduct total value of the work done upto previous bills ---
- c. Deduct for Income Tax ----- as per Statutory rules
- d. Deduct for Material advance paid if any. -----
- e. Deduct for Mobilisation, if any. -----

During the progress of work of each contract the bidder shall prefer claims giving details of work done, rate and value to the Engineer-in-charge. These claims are called RA bills and RA bill payments will be normally made once in a calendar month. These bills will be checked by the Engineer-in-Charge with reference to either the percentage of the value of work done or on the basis of actual measurements wherever available and recommend payment of the bill with due adjustment for recoveries and RA bill payment (including material advance) effected.

II.7.B. Pre-Final Bills:

Pre-final bill is raised only when the work is completed, and the complete measurement is recorded in the MB's by the Engineer-in-charge duly accepted by the bidder. Pre-final RAR will be sent to accounts department by the Engineer-in-charge only after the check measurements and endorsement in the MB's.

II.7.C. Final Bill:

On completion of the work, the complete measurements are recorded in measurement books and accepted by the bidder. There upon a final bill shall be submitted by the bidder within ONE MONTH from the date of completion of the work, so as to ensure payment being made before the expiry of six months from the date of completion of work. A 'NO DEMAND CERTIFICATE' against ISEC under the contract.

II.7.D. Adhoc Payments:

If payment for final bill could not be arranged within 6 months from the date of the completion of the contract for reasons other than undue delay in submitting the final bill by the bidder, the Accounts Department of the Division will make an adhoc payment against the final bill, based on the recommendations of the Engineer-in-charge.

The following guidelines may be adopted while making such adhoc payment.

- a) Such payment should be normally exceed 95% of the final bill value.
- b) All conditions of contract and recoveries to be effected should have been taken care of in the final bill.
- c) If a bidder has no other contract concurrently running in the Division.
- d) Adhoc payment need not be made. Instead, final bill should be expedited and paid at least within six months from the date of completion of the contract.

II.7.E. Measurements of Work Done:

Engineer-in-Charge shall, except as otherwise provided, ascertain, and determine by measuring the value in accordance with the contract of work done.

Measurement of all terms having financial value shall be entered in Measurement book and / or level field book so that complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorize representative and by the bidder or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the bidder or their representative in token of their acceptance. If the bidder objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the bidder or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge on his representative, the Engineer-in-Charge and the Department shall not entertain any claim from bidder for any loss or damages on his account. If the bidder or his authorize representative does not remain present at the time of such measurements after the bidder or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Bidder.

The bidder shall without extra charge, provide all assistance with every appliance, labour and other things necessary to measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, than mutually agreed method shall be followed:

The bidder shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or

otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in -charge of the work who shall within the aforesaid period of seven days inspect the work and if any work shall be covered up and placed beyond the reach of measurement without such notice having been given to the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made to such work or the materials with which the same was executed.

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of his contract that recording of measurement of any term of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the bidder from liabilities from any over measurement defects noticed till completion of the Warranty Period.

II.7.F. Computerized Measurement Book:

Engineer-in-Charge shall, except as otherwise provided, ascertain determine by measurement, the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the bidder and compiled in the shape of the Computerized Measurement entered by Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the bidder or his authorized representative from time to time, during the progress of the work, shall be got checked by the bidder from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the bidder for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the bidder or their representatives in token of their acceptance.

Whenever bill is due for payment, the bidder would initially submit draft computerized measurement sheets and these measurements would be got checked in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks.

The final, fair, computerized measurement book given by the bidder, duly bound, with its pages numbered, should be 100% correct, and no cutting or over-writing

in the measurements would thereafter be allowed. If at all any error is notice, the bidder shall have to submit a fresh computerized MB with its pages duly numbered and bound, after getting the earlier MB cancelled by the department. The bidder shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The bidder shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record I the same way as done for the measurement book meant for measurements.

The bidder shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The bidder shall give not less than seven days' notice to the Engineer-in-Chare or has authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking the measurement of any work in order that the same may be checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in- charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Bidder's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by bidder and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the bidder from liabilities from any over measurement or defects noticed till completion of the Warranty Period.

II.7.G. Material Advance:

Bidder shall be paid an amount on the unfixed Non-perishable materials (as per requirement of tender quantity), that have been brought to the Site, to the extent of 70% (excluding taxes) on the cost of such materials as certified by the Engineer-in-charge of the work and recommended for such payments supported by all relevant vouchers, measurement books, receipts and other documents as called for by ISEC. Only such materials as are brought to site in reasonable time for incorporation in the work shall be recommended for payment under this sub-clause. The amount thus paid shall be adjustable against progress payment. Such materials when paid for become the exclusive property of ISEC and shall not be hypothecated to any party or removed from the Site regardless of whether accepted or not. No part payment, shall be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

The extent of initial payment on non-perishable material shall be paid maximum up to 70% of BOQ quoted amount on particular item.

Amount paid to the bidder initially for materials or in between RA bills for materials shall be deducted in the succeeding RA bill completely.

Payments on materials brought to site will be limited to quantities mentioned in the Contract.

II.7.H. Mobilization Advance:

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the bidder in writing within one month of the order to commence the work.

In such a case, the bidder shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer-in-Charge to the full amount of mobilization advance before such advance is released. Such advance shall in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the bidder on a request made by the bidder to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the bidder furnished a proof of the satisfactory utilization of earlier installment to be entire satisfaction of the Engineer-in-charge.

Before any installment of advance is released, the firm / turnkey firms shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

II.8. Workman's Compensation Act and other Acts:

II.8.A. The Bidder shall employ labour, in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree

required by the specification and to the satisfaction of the EIC. The Bidder shall remain liable for the payment of all wages or other money to his work people or employees under the Payment of Wages Act, Employer liability Act, workmen's compensation Act, ESI Act or any other Act or enactment relating thereto and rules framed there under from time to time. The Bidder shall engage labour only on and during the hours of working day unless he obtains the prior written approval of the Engineer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the ISEC.

II.8.B. The Bidder shall also comply with the requirements of act regarding the employment of the Child Labour.

II.9. ESI & PF Acts:

II.9.A. Provident Fund Benefits:

II.9.A.a) Provident Fund Benefits to employees by or through Contractors under Employees Provident Fund Amendment 1963 (Act No. 28 of 1963). It is an express condition that the Bidder will comply with the provision of the Employees Provident Fund Act 1952 or as revised and the scheme framed there under in respect of every person employed by him or in connection with the work of ISEC.

II.9.A.b) It is also agreed to, that ISEC shall be entitled to recover from him or in any other manner all such sums and charges paid / payable or incurred by ISEC in connection with the Provident Fund in respect of the said employees, such sums including employees contribution, cost of administering the act or scheme administrative expenses incurred by ISEC in connection with the extension of the Provident Fund Benefits of such employees.

For this purpose, the Bidder shall furnish at the commencement of each financial year the particulars of persons employed by him, lengths of services of such employees and the details of Provident Fund Benefits extended to them to ISEC Accounts Department.

II.9.A.c) The Bidder shall, during the currency of the contract, when called upon by the Engineer-in-Charge, engage and also ensure engagement by sub-contractors and other employed by the Contractors in connection with the works such numbers of apprentices in the designated trades as prescribed by the Central Government and for such period as may be required by the Engineer-in-Charge. The Bidder shall train them as required under the Apprentices Act 1961 and the rules made there and shall be responsible for all obligations of the employer under the said act including the liability to make payment(s) to apprentices as required under the said act.

II.9.B. ESI Payment:

The Bidder shall maintain Register showing the names, addresses and other particulars of the insured persons and also obtain ESI / Medical Identity Cards and distribute them to his labourers as employed by him.

NOTE: The above are current rates as notified under ESI Act and subject to revision by the Government any time.

PENALTY FOR NON PAYMENT OF STATUTORY CONTRIBUTION LIKE ESI , PF etc:

The Contribution such as ESI, PF etc. Paid to the respective authorities to be made on or before 20th of every month, otherwise interest or penalty charged by the respective Authority on such payment is to be paid by the bidder. If the authorities demand, such amount shall be recovered from the payment of bidder which is due from ISEC and remitted to the respective authorities.

For the firms who do not have ESI and PF registration, affidavit in the required format has to be filled and submitted on Rs.200/- E-stamp along with the technical bid document.

II.10. Interpretation:

II.10.A. In interpreting the conditions of contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the contract (English) unless specifically defined. The Engineer In-charge or his nominee will provide instructions clarifying queries about the conditions of contract.

II.10.B. If sectional completion is specified in the contract data, references in the conditions of contract to the works, the completion date, and the intended completion date apply to any section of the work (other than references to the completion date and intended completion date for the whole of the works).

II.10.C. In interpretation of specifications, the following orders shall be as followed:

- b) Technical Specification
- c) Special Conditions of contract
- d) General condition of contract

II.10.D. Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

II.11. Other Clauses:

II.11.A. In the event of any ambiguity or doubt as regards the Tender Documents or inconsistency or conflict as between the provisions of the Tender Documents, the interpretation placed by ISEC shall be final and binding on the Bidders.

II.11.B. ISEC does not bind itself to accept the lowest or any other tender.

II.11.C. Responsibility of the bidder against Risks:

During currency of the contract, it shall be the responsibility of the Bidder to safeguard all materials (tools, tackles, plant, equipment etc. either issued by ISEC or brought by the Bidder), against all losses, damages, on account of thefts, shortages, fire or any reasons whatsoever and ISEC shall not be responsible for loss, damages etc. as aforesaid. The Bidder shall solely be responsible for protecting and securing such property.

II.11.D. Inspection of Work:

II.11.D.a) Work open to Inspection:

II.11.D.a.i) All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.

II.11.D.a.ii) All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced and carried out from time to time.

II.11.D.b) Inspection, Testing and Quality Control:

II.11.D.b.i) ISEC and/or its nominated representative(s) will, inspect and/or test the supplied items to confirm their conformity to the tender specification at no extra cost to the ISEC. The Inspection Authority to be designated by the ISEC shall specify what inspections and tests are required and where they are to be conducted. The ISEC shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purposes. All work shall be tested as stipulated in the latest specification of, Govt. /institutes.

II.11.D.b.ii) The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s) or at the point of delivery. If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to production data shall be furnished to the Inspectors at no charge to the ISEC.

II.11.D.b.iii) The representative of institute shall inspect or test supplied items, which fail to conform to the specifications. ISEC may reject such items and the bidder shall replace the rejected items, at no cost to the ISEC, within a stipulated time period.

II.11.D.b.iv) ISEC's right to inspect, test and where necessary, reject the supplied items after its arrival at the final destination shall in no way be limited or waived

by reason of the items having previously been inspected, tested and passed by ISEC or its representatives prior to its shipment.

II.11.D.b.v) Nothing shall in any way release the bidder from Guarantee or other obligations under the contract.

II.11.D.b.vi) ISEC shall be the final authority to reject full or any part of the supply which is not conforming to the specifications and other terms & conditions.

II.11.D.b.vii) No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

II.11.E. Approval of work in stages:

All work consisting of more than one process shall be subject to examination and approval at each stage by the Engineer-in-Charge or his nominee thereof and the Bidder shall give due notice in writing to the Engineer-in-Charge when such stage is ready. In default of such notice being received, the Engineer-in-Charge shall be entitled to disallow the work or any part thereof at any time he may choose and in the event of any dispute, the decision of the Engineer-in-Charge thereon shall be final and conclusive.

If any work is so disallowed, the same shall be redone by the Bidder at his cost to the satisfaction of the Engineer-in-charge. Also, in the event of failure of the Bidder to give notice, he shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-charge may direct for his verification and shall make good such part to the satisfaction of the Engineer-in-charge at the Bidder's expense.

II.11.F. The Contractor shall complete the work to the satisfaction of ISEC as per the instructions of the authorized officer of ISEC.

II.12. SITE VISIT

The Bidder/s shall visit the site to acquaint himself / themselves with the site conditions and study the specifications in detail prior to Bidding and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed. Cost incurred towards site visit like travelling expenses and accommodation expenses shall not be reimbursed. Such expenses are entirely the responsibility of the bidder.

Prior intimation (2 days before the visit) to ISEC regarding the site visit shall be given by the bidder.

II.13. SITE SUPERVISION

The Bidder shall either himself supervise the execution of the contract or shall appoint competent and experienced Engineers on his own for supervision of the

work. Where the Bidder is not a qualified Engineer or even if he is so qualified but in the opinion of the Accepting Authority, cannot give full attention to the works, the Bidder shall at his own expense employ adequate Engineers, as indicated in manpower deployment schedule, to supervise the work and to receive instructions from the Engineer-in-Charge.

The work schedule shall be submitted on the enclosed activity schedule along with the equipment & manpower mobilization schedule envisaged for timely completion of work within the stipulated time for completion of work.

II.14. TIME AND EXTENSION FOR DELAY

The time allowed to execution of the Works as specified in the Schedule "A" or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule "A" or from the date of handing over of the site whichever is later. If the Bidder commits default in commencing the execution of the work as aforesaid. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

II.15. IF THE WORKS BE DELAYED

- i. Force majeure, or
- ii. Abnormal bad weather, or
- iii. Serious loss or damage by the, or
- iv. Civil commotion, local commotion of workmen, strike or lookout, affecting any of the trades employed or the work, or
- v. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Bidder's control.

Then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the Engineer-in Charge but shall nevertheless use constantly his best and endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request to rescheduling of milestones and extension of time, to be eligible to consideration, shall be made by the Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Bidder may also, if practicable, indicate in such a request the period of which extension is desired.

II.16. FORCE MAJEURE:

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by ISEC or the Bidder shall be prevented or delayed by reason not under the control of ISEC or the bidder like of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earth quake or any other act of God, large scale epidemics, lockdown, quarantine restrictions, nuclear accidents, any other catastrophic unforeseeable circumstances, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance, if not covered under insurance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
- c. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this, clause the decision of the Engineer shall be final and binding.
- d. If the bidder is foreclosed under this clause, the Bidder shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.
- e. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

II.17. PENALTY FOR DELAY IN EXECUTION:

In case of failure on the part of Bidder to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Bidder shall, without prejudice to any other right or remedy of ISEC on account of such breach, pay penalty as compensation @ **1.0 %** per week on unfinished work/balance work upto a maximum of **10 %** of the value of work order.

The amount of compensation may be adjusted or set off against any sum payable to the Bidder under this or any other contract with ISEC.

If the bidder makes good the shortfall on works within the stipulated time or extended time of completion, penalty may be refunded on receiving written application from the bidder.

II.18. CANCELLATION OF CONTRACT ON BIDDER FAULT:

If the Bidder:

- a) Makes default in commencing the work within a reasonable time from date of handing over of the site and continues in the state after a reasonable notice from EIC.
- b) In the opinion of the Engineer-in-Charge at any time, whether before or after the date or extended date for completion, makes default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Engineer-in-Charge.
- c) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing, orders properly issued there under, or
- d) Fails to complete the work, work order and items of work with individual dates for completion and clear the site on or before the date of completion.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to ISEC cancel the contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost, of completion (as certified by Engineer-in-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the ISEC. If the cost of completion exceeds the money due to the Bidder under this contract, the Bidder shall either pay the excess amount ordered by Engineer-in-Charge or the same shall be recovered from the Bidder by other means.

In case ISEC completes the work or any part thereof under provisions of this condition the cost of such completion to be taken into account for determining the excess cost to be charged to the Bidder under this condition, it shall consist of the cost of materials purchased / and / or labour provided by ISEC which on addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-Charge whose decision shall be final and conclusive.

II.19. FORECLOSURE OF CONTRACT FOR ADMINISTRATIVE REASONS

ISEC reserves the right to terminate the contract at any time after acceptance of the tender if ISEC decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractors. The compensation if any payable for such foreclosure of work will be discussed mutually between ISEC and Bidder and settled after taking into consideration the loss suffered by the Bidder on account of the foreclosure of the contract. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages which he might have

derived consequent on foreclosure of the whole or part of the works. ISEC shall have the option to take over the Contractors materials or any part thereof, either brought to the site or to which the Bidder is legally bound to accept the delivery from the suppliers.

The amount of compensation payable to the Bidder due to foreclosure will be decided by the competent authority of ISEC.

II.20. ENCLOSURES

General Conditions, Special Conditions of contract, Tender Notice, Instructions to Bidders together with Technical Specifications, BOQ will form part of the contract.

II.21. MODIFICATION OF SPECIFICATIONS

No modifications or changes of specification in the Bill of Quantities will normally be accepted & such specification and rates are liable to be rejected.

II.22. PRICES

Bidders price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The bidder shall also include in his price all taxes, duties or other levies (viz., Excise duty, Custom duty, GST, Octroi etc.) which are legally leviable on the fabrication of wooden work. The prices will remain firm & fixed during the currency of work. However in case of any statutory variation in Taxes/Duties after the last date of submission of Tender the same shall be adjusted. The Bidder may therefore indicate the percentage cost of material and labor to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above.

II.23. DEVIATION

The deviation in quantities shall be allowed on the awarded rates.

II.24. PROCEDURE FOR SUBMISSION OF BILLS

Within 30 days of successful completion of the work against any work order issued under this work, the contractor will have to submit bill to the Registrar, ISEC for verification and payment.

Measurements shall be in meter / Sqm / Nos. system or as mentioned in schedule of work and respective bills as per the work order issued under work shall be prepared and submitted by the contractor for payment based on joint measurement.

The Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible to be adjusted.

If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.

II.25.DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING

II.25.A. GENERAL

The Registrar, ISEC shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Registrar, ISEC and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

II.25.B. EXTRA ITEMS / PRICING

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Registrar, ISEC shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

II.25.C. SUBSTITUTE ITEMS/PRICING

II.25.C.a) In case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid Para.

II.25.C.b) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

II.25.C.c) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

II.25.C.d) The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid in above para, and the Registrar, ISEC shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

II.26. OTHER CONDITIONS TO BE ADHERED BY BIDDER

II.26.A. The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.

II.26.B. The material should be got approved by ISEC before start of work.

II.26.C. The contractor shall clear the site after completion of work in all respects.

II.26.D. All the material used shall be one of the stipulated makes as per approved list of material.

II.26.E. No T & P shall be issued by ISEC.

II.26.F. Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.

II.27. All materials used shall be of make as per the list of approved makes of materials.

II.28. SUBMISSION OF AGREEMENT, BANK GUARANTEE, HYPOTHECATION DEED ETC.

Any Agreement, Bank Guarantee, any Hypothecation deed etc. required to be executed under this contract shall be made at the cost of the Bidder with proper stamp duty as per the Formats given in this document respectively. However, the Accepting Officer shall have the rights to alter, modify, delete any materials in such formats as deemed fit by him.

II.29. The bidder shall follow the COVID protocol during the currency of work.

II.30. OBLIGATIONS OF THE CONTRACTOR:

II.30.A. The Contractor shall take all appropriate and reasonable efforts to complete the work at ISEC to the satisfaction of ISEC in a timely and effective manner, according to the instructions of the authorized officer of ISEC.

II.30.B. The Contractor shall comply with all the Terms of this Tender Document, the Work Order and the Agreement.

II.30.C. The Contractor shall be responsible for complying with all the applicable Laws and ISEC shall not be held liable for any default of the Contractor in this regard.

II.30.D. The Contractor shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at ISEC are contractor's employees. The Contractor shall be solely responsible to these employees, for payment and provision of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.

II.30.E. The Contractor shall complete the work to the satisfaction of ISEC as per the instructions of the authorized officer of ISEC.

III. SPECIAL CONDITIONS OF CONTRACT

III.1. OTHER MATERIALS

All other materials required for the work shall also be supplied by the Bidder. These shall conform to appropriate Indian Standard Specification and procured from approved manufacturer.

III.2. SUPPLY OF ELECTRICITY AND WATER

a) Electricity:

Electricity shall be provided only for use in office & area lighting at work site.

b) Water:

Water will be supplied by the ISEC will be based on work done in respect of such items where the consumption of water is involved.

III.3. PROGRESSIVE EXECUTION

The Bidder/s shall agree to execute the work progressively in co-ordination with the concerned Officers of ISEC and as directed by the Engineer-in-Charge.

III.4. DEVIATIONS AND AMENDMENTS

Bidder shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in the Schedule and also carry out such deviation as may be ordered.

III.5. PRICING OF DEVIATION

The following order of precedence for pricing deviations are binding on the Contractors.

III.5.A. Deviations will be priced at Schedule rates where the item is already included in Schedule.

III.5.B. In respect of items not included in Schedule but where similar items are found in Schedule at rates directly from Schedule items where such a direct derivation is possible.

III.5.C. Where the rate cannot directly be derived from the Schedule the same will be worked out with reference to Schedule and standard schedule of rates (with the percentage of application over and above the same as approved.)

III.5.D. Where it is not possible to derive the rate from the standard schedule of rates, the same will be based on the actual cost to the Bidder plus a profit of 10%. In this case the Bidder has to produce satisfactory evidence / vouchers as proof of expenditure.

L SCOPE OF WORK:

I.1. Providing and applying one coat with putty after thoroughly brushing the surface, free from mortar drops and other foreign matter including preparing the surface even and sand paper smooth.

I.2. Providing and applying painting in two coats with acrylic emulsion paint of approved brand and manufacture on wall surface to give an even approved shade after thoroughly brushing the surface, free from mortar drops and other foreign matter including preparing the surface even and sandpaper smooth.

I.3. Providing and applying painting one coat (excluding priming coat) on previously painted wood surface and / or wood-based surface with enamel paint.

I.4. Providing and applying enamel metal paint one coat (excluding priming coat) on previously painted steel, wood or other metal surface.

I.5. Providing and applying varnish one coat on previously varnish wood surface.

I.6. Providing putty in 1mm average thickness with ready mix powder by scraping the old surfaces, sand papering and preparing wall/ceiling surface.

I.7. Providing water proofing with cement based by scraping the old surfaces, sand papering and preparing wall/ceiling surface.

II. PRICE BID:

II.1. Price Bids of the bidders qualified in the Technical Bid will be opened.

II.2. The date and time of opening of the Price Bids will be intimated to the bidders qualified in the Technical Bid.

II.3. Issue of Price Bid document will be uploaded in isec website along with the Technical Bid.

II.3.A. The bidders should go through the Instructions carefully before proceeding for quoting the rates. Also, the bidders should carefully study and understand the technical specifications and scope of work before quoting the rates.

II.3.B. The bidder shall quote the rates for every item of work, in its corresponding Rate column both figures and words.

II.3.C. The price bid entered in the Tender Document (vide Annexure 1) is only the format to facilitate the bidder to understand the Schedule of Quantities. The bidder may ask for the clarifications if any regarding the Schedule of Quantities, during the pre-bid meeting or through email or may ask for clarifications orally during the working hours on any working day till the last date of submission of price bid.

II.3.D. L1 will be arrived at considering the total amount quoted by the bidder including GST element.

1. BID SUBMISSION

- a) Bidder to submit well in advance in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - b) Bidder to select the payment option as "Online" to pay the EMD wherever applicable and enter details of the instrument.
 - c) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their Price Bids in the prescribed format and no other format is acceptable.
-

2. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

3. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
4. No deviation to the technical and commercial terms & conditions are allowed.
5. The tender inviting authority has the right to cancel this tender or extend the due date of receipt of the bid(s).

SECTION 1 B: INSTRUCTIONS TO BIDDER

1.1 Technical Bid: The agencies should give details of their technical soundness and provide a list of customers of a previous contracts of similar nature (civil / painting work) with the Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents.

1.2. Document to be submitted in the technical bid:

- a) List of Owner/partners of the firm and their contact numbers
- b) The Bidder should possess Income-tax PAN Number.
- c) The Bidder should possess a valid GST registration number.
- d) Catalogue of the Product with detailed product specifications.
- e) The average annual turnover should not be less than the amount mentioned in this document. The copy of the Audited Balance sheet, Profit & Loss A/c., IT Returns and the Auditor letter certifying the annual turnover for the last 3 years should be enclosed.
- f) NSIC/ MSME / Udyam registration certificate (in case of bidders claiming exemption of EMD while submitting a bid).

PROFORMA

PROFORMA – A
AUTHORIZATION LETTER

(Please submit this letter in your letter head at the time of opening of the bids)

To

Registrar
Institute for Social and Economic Change
Dr VKRV Rao Road, Nagarabhavi Post
Bengaluru - 560 072

**Sub: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS
HOSTEL AND LIBRARY BUILDING AT ISEC, BENGALURU**

This has reference to your above subject. Mr./Miss/Mrs. _____
is hereby authorized to attend the bid opening on _____ on behalf of
our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Attesting Authority
Bidder

Signature of Authorizing the

Name of Authorizing Authority of the Bidder

PROFORMA – B

ACCEPTANCE OF TERMS AND CONDITIONS

(Please submit this acceptance letter in your company letterhead along with Tender Document)

To

Registrar
Institute for Social and Economic Change
Dr VKRV Rao Road, Nagarabhavi Post
Bengaluru - 560 072

**Sub: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS
HOSTEL AND LIBRARY BUILDING AT ISEC, BENGALURU**

CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:

I/We have read and examined the Notice Inviting Tender and all its components of the draft agreement to be entered into with the ISEC and understood all other relevant particulars.

I/We are fully qualified to render the service under the said contract and have understood the scope of work, terms and conditions, ISEC time schedule and the percentage of Overhead and Profits will be quoted separately in "Price Bid" furnished.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that until a regular agreement is executed, this document with the ISEC written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Bidder

PROFORMA – C

UNDERTAKING LETTER

(Please submit this undertaking letter in your company letterhead along with Tender Document)

To

Registrar
Institute for Social and Economic Change
Dr VKRV Rao Road, Nagarabhavi Post
Bengaluru - 560 072

**Sub: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS
HOSTEL AND LIBRARY BUILDING AT ISEC, BENGALURU**

Dear Sir,

This has reference to your above Notice inviting the tender (NIT) published in your ISEC web site.

We hereby state that we M/s _____
have submitted the above tender documents duly filling at the appropriate places
without making any alterations, corrections, omissions in the tender issued by the
ISEC.

Signature & Name of the Bidder

PROFORMA – D

DETAILS REQUIRED FROM THE BIDDERS

(Please submit this in your company letterhead along with Tender Document)

1. Please quote your ESI No.
[Enclose the copy of certificate issued by ESI Authorities]

2. Please quote your PF No.
[Enclose the copy of certificate issued by PF Authorities]

3. Company Registration No.

4. GST No.

PROFORMA –E**VENDOR BANK DETAIL FORM**

(Please submit this in your letter head with the Tender Document)

To

Registrar
 Institute for Social and Economic Change
 Dr VKRV Rao Road, Nagarabhavi Post
 Bengaluru - 560 072

Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the details furnished below:

| Sl.No. | Particulars | Particulars |
|--------|--|-------------|
| 1 | Name of the Agency/Organization | |
| 2 | Complete Address | |
| 3 | Name of the Contact Person | |
| 4 | Contact Numbers E-mail id | |
| 5 | Savings /current account number | |
| 6 | Name of the Bank | |
| 7 | Name of the branch with complete address | |
| 8 | IFSC Code | |
| 9 | PAN Number | |

INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL AND LIBRARY BUILDING AT ISEC

I / we hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /we shall not hold ISEC responsible.

Please find enclosed a cancelled cheque for your reference.

Authorised Signatory:

Name:

Designation:

Date:

Signature attested by banker –

Signature

Name:

Designation:

Date:

PROFORMA – F

DECLARATION LETTER

(Please submit this in your company letterhead along with Tender Document)

To

Registrar
Institute for Social and Economic Change
Dr VKRV Rao Road, Nagarabhavi Post
Bengaluru - 560 072

**Sub: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS
HOSTEL AND LIBRARY BUILDING AT ISEC, BENGALURU**

Dear Sir,

Please find herewith enclosed the Tender Document comprising of Terms & conditions, General & Special Conditions and Safety Code specified in the Tender Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Tender Document, I / We hereby offer to execute the contract with the rates quoted in the Price Bid portion of the Tender Document and in accordance, in all respects, with the conditions, specifications, & instructions in writing referred to in the conditions of the Tender Document, Articles of Agreement, General Conditions of Contract, Safety Conditions, Technical Specifications, and in all other respects in accordance with such conditions so far as they may be applicable.

Having read and understood all the contents of the Tender Document, I/we do hereby accept all the Terms and conditions laid down in the said Tender Document and will abide by the same on acceptance and award of work.

Yours Faithfully,

FOR M/s _____

PROFORMA – G

INDEMNITY BOND (*only for successful bidder*)

(To be typed on non-judicial Stamp Paper of Rs. 100.00 and attested by Notary Public)

This Indemnity Bond is executed on this _____ day of _____, 20__ at Bengaluru by M/s _____, a company / firm having its registered / corporate office at _____ and a Liaison / Branch Office at _____

(India) / or legally appointed Agent in India, namely Mr./Ms. _____, having his/her/its office at _____, represented through Mr./Ms. _____, son/wife/daughter of Mr. _____

its duly authorized representative (hereinafter referred to as 'the Licensee'), favour of Registrar, Institute for Social and Economic Change Dr VKRV Rao Road, Nagarabhavi Post, Bangalore - 560 072 (hereinafter referred to as 'ISEC'):

WHEREAS the licensee who is engaged in the business of manufacture of _____ (name the product for which license is obtained) has authorized _____ as the dealer/agent/distributor for the aforesaid product, as conforming to ISO _____;

AND WHEREAS as per the product certification under which the license is granted to the Licensee, the Licensing Authority on being satisfied that the product manufactured by the licensee conforms to the particular ISO, and licensed to the licensee to use the ISO/Indian standard Mark on such product as conforming to the International /Indian Standard;

AND WHEREAS the Licensee/dealer/agent/distributor has entered into an Agreement with ISEC in connection with the Supply of _____, wherein it is stipulated that the Licensee/dealer/agent/distributor shall execute the present Indemnity Bond to hold ISEC and its designated officers indemnified and harmless against any third party claims in respect of non-conformity of the product manufactured by the Licensee on which the ISO Mark is used by the Licensee;

NOW THEREFORE this Deed witnesses and it is agreed to and undertaken by the Licensee to safeguard the interests of ISEC and its designated officers and to keep them harmless against any claim or demand made or proceedings initiated by any one against the Bureau in respect of nonconformity of the product manufactured by the Licensee on which the ISO/Indian Standard Mark is used by the Licensee, and indemnify the Bureau in that regard including damages, interest or cost thereof.

IN WITNESS WHEREOF this Deed has been executed at Bengaluru by the aforesaid Licensee through its Authorized Representative, in the presence of witnesses.

LICENSEE

:

Witnesses:

1.

2.

PROFORMA – H

NO NEAR RELATIVE DECLARATION CERTIFICATE

"I/We S/o R/o hereby certify that none of the relative(s) as defined in the Tender Document is / are employed in ISEC as per the details given in the Tender Document. In case, at any stage, it is found that the information given by me/us is false/incorrect, ISEC shall have the absolute right to take any action as deemed fit, without any prior intimation to me/us."

Name and Address of the Bidder:

Signature with Company Seal:

PROFORMA – I

**(Work experience shall be submitted in the following format)
(for the previous seven years)**

| Sl. No. | Year | Name of the client with complete Postal Address, Contact Number and Email Id | Contract Value (Rs.) | Work Order issued (YES/NO) copy to be attached | Completion Certificate issued (YES/NO) copy to be attached |
|---------|------|--|----------------------|--|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

PROFORMA – J

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

(To be executed and attested by Public Notary / Executive Magistrate on Rs.100/- nonjudicial stamp paper by the Bidder)

I / We (name of the bidder) hereby declare that the bidder / bidder namely M/s (name of the bidder of the bidder) has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour courts.

OR

I / We (name of the bidder) hereby declare that the bidder / bidder namely M/s (name of the bidder of the bidder) was blacklisted or debarred by Union / State Government or any organization from taking part in Government tenders for a period of years w.e.f. To The period has been completed on and now the bidder / bidder is entitled to take part in Government tenders.

In case the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by the Institute and the EMD submitted by the bidder will be forfeited.

In addition to the above, Institute will not be responsible to pay the bills for any incompleted / partially completed work.

DEPONENT

Attested: (Public Notary / Executive Magistrate)

Name: Address:

PROFORMA – K

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of the Value of Rs.200)

BANK GUARANTEE No.

THIS DEED OF GUARANTEE executed on the.....day of Two
Thousand TwentyBy..... Bank

A Body Corporate established under the Banking Companies (Acquisition and
Transfer of undertakings / Act 1970 Branch
represented (herein by its Branch Manager and Attorney holder Sri.
..... hereinafter referred to as the "GUARANTOR" which
expression shall, whenever the context so requires or admits, mean and include
its successors and permitted assigns);

IN FAVOUR OF "**INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE, BENGALURU**"
Bengaluru – 560 072.

WITNESS AS FOLLOWS:

- I. WHEREAS the Instituter has given the tender document for the work of
"....." in ISEC, to (hereinafter referred to as the
"BIDDER" vide Tender Notice advertised in Dated
- II. WHEREAS in forms of the said tender, the bidder has to pay a sum of
Rs..... to the Company as Earnest Money Deposit for due
performance of the tender offer and on the request of the Bidder the Institute
has agreed to receive a Bank Guarantee for Rs in lieu of payment of the
Earnest Money Deposit amount, such guarantee being valid for a period of
..... from the date of opening of tender document.
- III. WHEREAS accordingly on the request of the Bidder, the Guarantor has agreed
to issue a guarantee for the sum of Rs. (Rupees
..... only), in favour
of ISEC.

IV. NOW THIS DEED OF GUARANTEE WITNESESS AS FOLLOWS:

IV.1. That the Bidder above named shall duly and fully perform their obligation under the tender offer submitted by them with Company as aforesaid, to the complete satisfaction of the Institute.

IV.2. That in pursuance of the foregoing and in a consideration of the Institute having agreed to receive a Bank Guarantee in lieu of payment of Rs..... by the bidder as Earnest Money Deposit, the Guarantor, at the request of the company, hereby guarantees the repayment to the Company of Rs..... (Rupees only) and on a demand in writing by the Company, on the Guarantor.

IV.3. That in the event of the bidder failing, neglecting or being unable to perform its obligations under the said tender offer or refusing to pay the said sum of Rs. only or any part thereof, the Guarantor, hereby agree and undertake, that it shall pay to the Institute without demur and forthwith, a sum not exceeding Rs. only on a demand made in writing by the Company, for payment of such sum. The decision of the Institute as to the quantum of the amount and whether the amount has become due or not, shall be conclusive and binding on the Guarantor.

IV.4. The Institute shall be entitled to vary the terms of contract document between the Company and the Bidder or grant extensions for performance of any of the obligations under the contract document, by the Bidder without reference to or consent of the Guarantor. The Guarantor hereby agrees that such variation or extension will not extinguish or alter the liability of the Guarantor under this Guarantee and the Guarantor further agrees to waive the rights which it may be entitled to under Sections 134, 135, 139 & 141 of the Contract Act in that behalf.

IV.5. IT IS HEREBY MADE CLEAR THAT:

IV.5.a) The decision of the Institute as to whether the Bidder has committed any breach of their obligations towards it and as to what amount is payable by them to the Institute in that behalf shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make payment accordingly, on demand by the Institute.

IV.5.b) Any time or indulgence shown by Institute to the Bidder in the matter of performance of the contract document or any modifications or variations made in the said contract document by the Institute or any variations in the constitution of the Bidder shall not discharge the liability of the Guarantor under these presents.

IV.5.c) The liability of the Guarantor under this guarantee shall not exceed Rs..... (Rupees..... only)

IV.5.d) The liability of the Guarantor shall cease if no claim or demand is made on the Guarantor on or before

IV.5.e) We are liable to pay guaranteed amount if you serve upon as a written claim or demand on or before

IN WITNESS WHEREOF the Guarantor has executed these presents at on the day month and year first above written.

SEAL OF BANK:

For
Name
Designation
Code No.

Witness (with address)

1.

2.

PROFORMA – L
SOLVENCY CERTIFICATE

This is to certify that to the best of our Knowledge and information M/shaving 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.

Date of Issue: -

(Signature with Stamp)
For the Bank

Note: -

1. Banker's certificate should be on letter head of the Bank and should not be more than **6 months old from the date of publication of tender.**
2. In case of partnership firm, certificate should include names of all partners as recorded with Bank.

PROFORMA – M

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year Name of the work

Name of the Client, with Address

Title of the court Case/Arbitration

Detail of the Court/ Arbitrator

Status Pending/ Decided

Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration

Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder

PROFORMA – O

(To Be Executed on Non Judicial Stamp Paper of the value of
Rs. _____ Within 15 Days Issue Of Work Order)

ARTICLES OF AGREEMENT

Articles of Agreement for "***NAME OF WORK***" ("Agreement") is executed on the
_____ day of Rs _____.

Between

Institute for Social and Economic Change ("ISEC"), represented through its Registrar (hereinafter called "ISEC", which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the One Part;

And

_____, an organization duly incorporated under the applicable laws of India and having the office _____, hereinafter called the "Contractor" (Which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the Other Part.

ISEC, and the Contractor shall be individually referred to as "Party" and jointly referred to as "Parties".

Whereas

- ISEC has, through the Bid notice dated _____ invited reputed Contractors for executing the works in connection with "***NAME OF WORK***".
- The Contractor, being the successful Contractor has been issued the Work Order dated _____ bearing number _____.
- ISEC and the Contractor agree to bind themselves on the terms and conditions hereinafter mutually agreed to.

Hence this Agreement is now made and entered into and both the Parties agree as follows:

1. **Scope of Work:** The Scope of work shall be as per the stipulations contained in the Work order bearing number _____ dated _____ and the terms contained in the tender documents on "***NAME OF WORK***" dated _____. The approximate value of the Project, as per the Work order is **Rs. /-.** (**Rupees _____ only exclusive of applicable GST.**)

Term: Time is the essence of the Contract. The Contractor shall execute and fully complete all the works specified in the Work Order i.e within **TWELVE WEEKS** from the date stipulated in the Work Order and the manner and pursuant to the terms, obligations and conditions set forth herein and in the said Tender and work Order.

2. **Penalty for delay:** In case the work is not completed in the manner mentioned above, and to the complete satisfaction of ISEC, the Contractor shall, without prejudice to any other rights and remedies of ISEC, pay a penalty of **minimum 1.0% to maximum 10%** of the value of the unfinished or balance of the work. ISEC shall decide the percentage of penalty after considering the unfinished or balance of the work at that point of time and the percentage of penalty shall vary for each week of such delay in completion of the work.

3. **Payment Terms:**

- a) The bidder shall submit the RA Bills after 50% work.
- b) The bidder shall submit maximum of 3 invoices during the currency of contract.
- c) The bidder should take the entry seal from the Entry Gate Security. Two DC along with Invoice with seal and sign on security. Absence, such invoices will not be considered.
- d) On receipt of the Final payments, the Contractor shall furnish a "No Demand Certificate" to ISEC in the format prescribed by or acceptable to ISEC.

4. **Obligations of Contractor:**

- a) The Contractor shall take all appropriate and reasonable efforts to complete the work at ISEC to the satisfaction of ISEC in a timely and effective manner.
- b) The Contractor shall comply with all the Terms of this Agreement, The Work Order and the tender document.
- c) The Contractor shall be responsible for complying with all the applicable Laws and ISEC shall not be held liable for any default of the Contractor in this regard.
- d) The Contractor shall ensure that all employees, workers, consultants etc., engaged pursuant to this Agreement at ISEC are contractor's employees. The Contractor shall be solely responsible to these employees, for payment and provision of salaries, wages, allowances and all applicable benefits such as EPF, ESI under the applicable law for the time being in force.
- e) The contractor shall submit the duly filled, attested Indemnity Bond on the e-Stamp for Rs.100/- if he has not registered with ESI and EPF. (Please see [Proforma G](#))
- f) The Contractor shall complete the work to the satisfaction of ISEC as per the instructions of the authorized officer of ISEC.

5. **Security Deposit (SD):** The EMD may be deposited as a security deposit for the period of scheduled completion of warranty period plus two months as specified in the tender. This will be returned to the contractor after successful completion of the Warranty Period, subject to fulfilment of the obligations by the contractor.

6. **Insurance and Indemnities,**
Insurance of works/Workers :

The Contractor shall provide for adequate insurance cover to his employees as per the provisions of Workmen's Compensation Act. The Contractor shall ensure that the said insurance includes all liabilities, which would cover material and building damage, workmen's compensation, third party liabilities etc.. **All the above mentioned insurance can be covered by CAR Policy for the Contract Value.** The Contractor shall produce evidence of insurance coverage for all works/workers before inception of works up to 2 months after scheduled completion. Such Insurance Policy shall be obtained from a reputed insurer and in the terms approved by ISEC.

Insurance against accident or injury to workers : **The Contractor shall provide another Insurance Policy to his workmen/employees which will protect them and in getting them the necessary compensation in case of any injury/accident while working which may result in to permanent physical disability or death.** ISEC shall not be liable for or in respect of any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person or any sub-contractor. The Contractor shall indemnify and keep indemnified ISEC against all such damages and compensation, and against all liability, claims, proceeding, costs, charges and expenses whatsoever in respect thereof or in respect thereof or in relation thereto.

7. **Indemnity:** Contractor shall defend, indemnify and hold harmless ISEC and its directors and Officers (by whatever name called) against any and all losses, claims, damages, proceedings, obligations and liabilities they may suffer as a result of Contractor's acts and omissions, including for any bodily injury, death or property damage, whether incurred by them during or subsequent to the completion of the works. Without prejudice to the foregoing, the Contractor shall be responsible for any accident and all compensation payable to anybody including contract labour employed by or out of this Agreement or arising out of and in the course of execution of this Agreement. ISEC shall not be responsible or liable for making any payment whatsoever, which is to be made by the Contractor. If for any reason ISEC is made liable to pay compensation for any accident arising out of and in the course of execution of this Agreement, the Contractor shall indemnify ISEC to the fullest extent of compensation awarded or ordered by any Authority.

In the event of the non-fulfilment in any respect of the said covenant's, terms, obligations and conditions on the part of the Contractor, the Contractor shall pay ISEC, all losses, damages, costs, charges and expenses, including legal expenses as ISEC may be directly or indirectly put to in consequence of such non-fulfilment by the Contractor.

8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall not disclose any of the Terms of this Agreement and all or any Confidential Information belonging to the other like financial plans, business
9. Association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.
10. **Termination:** If the Contractor fails to perform the work set out in this Agreement within the stipulated period of time or carry out the work to the satisfaction of ISEC, ISEC shall terminate the Agreement as a whole or a part thereof at the risk and cost of the Contractor, without prior notice.
11. **Consequence of Termination:** In the event of termination of this Agreement, the parties agree to promptly deliver all the deliverables applicable to the fullest extent conceived, created or developed prior to the date of termination.

In case of termination due to the material breach of the terms of this Agreement by the Contractor, ISEC shall get the balance work executed through a third party and recover from the Contractor all the additional costs incurred by and damaged caused to ISEC in procuring such services from any other third party.

12. **Arbitration:** In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to resolve the disputes amicably, failing which the disputes shall be referred to an Arbitration by a sole arbitrator appointed by the parties. The Arbitrator shall be appointed by the Director of ISEC. The venue of Arbitration shall be at Bangalore. The arbitration shall be conducted under the Arbitration and Conciliation Act, 1996. The venue seat of Arbitration shall be at Bangalore. The parties hereby consent to have the arbitration proceedings conducted online.
13. **Applicable Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the process of arbitration as above, shall be subject to exclusive jurisdiction of competent courts at Bangalore, India.
14. **Miscellaneous:**
 - a. **Relationship of Parties:** Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.
 - b. **Assignment:** This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by the Contractor without the prior written consent of ISEC.

- c. **Notice:** All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery consideration receipt and followed by physical copy mailed as set forth above.
- d. **Severability:** If any provision of the Agreement is or becomes invalid or impracticable in whole or part, the validity of the other provisions of this Agreement shall not be affected thereby. The invalid provisions shall be replaced by valid provisions that come closest to the economic intention pursued by the Parties.
- e. **Amendments:** This Agreement may only be modified by mutual consent in writing, signed by the authorized representatives of each Party.
- f. **Force Majeure:** No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the venue, war, natural calamities or any other cause beyond its control and without its fault or negligence. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than three (3) months due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.
- g. **Entire Agreement:** The terms and conditions contained in the following documents are deemed to form part of this Agreement, namely, the Tender document including the Notice Inviting Tender, General Conditions, Special Conditions, the Specifications, the Priced Bill of Quantities, the Schedule of rates and prices, and Specifications. The letter of Acceptance, Work Order and all the communication between the Parties will also form part of this Agreement.
- h. **Counterparts:** This Agreement shall be signed in two counterparts, each of which shall be deemed as original and which shall together constitute one Agreement.

In Witness Whereof the said parties hereto have hereunto set their hands.

For ISEC

For Contractor

Witnesses:

Witnesses:

1.

1.

2.

2.

ANNEXURE – 1 (FORMAT OF PRICE BID)

| Name of Work: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL AND LIBRARY BUILDING AT ISEC | | | | | |
|--|--|------|----------|------------|--------------|
| Bill of Quantities | | | | | |
| Enter company name here | | | M/s | | |
| SI No | Item Description | Unit | Quantity | Rate (Rs.) | Amount (Rs.) |
| 1 | Finishing walls with water proofing cement paint of required shade : Old work (one coats @2.20kg/10m2) complete including preparing the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as specifications as directed. | Sqm | 550 | | |
| 2 | Providing and applying white cement based putty based of average thickness 1mm, of approved brand and manufacturer, over the plastered wall/ceiling surface to prepare the surface even and smooth complete as per specifications as directed. | Sqm | 1800 | | |
| 3 | Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With thinnable cement primer on wall/ceiling surface having VOC content less than 50 grams/litre as per specifications as directed. | Sqm | 8400 | | |
| 4 | Wall painting with acrylic emulsion paint, having low VOC (Volatile Organic Compound) content less than 50 grams/litre, approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour, Two coats as per specifications and directed | Sqm | 8400 | | |
| 5 | Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One coats on old work for wooden doors as per specifications as directed. | Sqm | 150 | | |
| 6 | Varnishing with varnish of approved brand and manufacture: One coats of spar varnish including preparing the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as as per specifications as Directed. | Sqm | 150 | | |
| 7 | Painting (one coat) with black japan paint of approved brand and manufacture to give an even shade. Including the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as as per specifications as directed. | Sqm | 250 | | |
| 8 | Re-lettering with black Japan paint of approved brand and manufacture to give an even shade including the surface after thoroughly cleaning the surface to remove all dirt, dust and foreign matter, cost of materials, labour complete as per specifications as directed. | Cm | 1700 | | |
| TOTAL EXCLUDING GST Rs. | | | | | |
| GST @ 18 % Rs. | | | | | |
| GRAND TOTAL INCLUDING GST Rs. | | | | | |