



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

**TENDER DOCUMENT**

**This Document contains Pages from 1 to 26.**

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**Website Link [www.isec.ac.in/tender notices/](http://www.isec.ac.in/tender notices/)**

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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**

**13.10.2022**

**NOTICE**

Tender Documents are invited from reputed firms for the work of **"INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL, LIBRARY AND POST OFFICE BUILDING AT INSTITUTE FOR SOCIAL AND ECONOMIC CHANGE, BENGALURU"**. All as per the scope of work. Approximate value of the work is Rs.14,93,000/- + GST as applicable/- (Rupees Fourteen Lakhs ninety three 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)	Opening date of Tender Document
(1)	(2)	(3)	(4)	(5)
Rs. 45,000/- or Submit the exemption letter	12weeks	From 15.10.2022	On or before 25.10.2022, 17.00 hours	28.10.2022, 11:00 am

## **L. INSTRUCTIONS TO BIDDERS:**

### **I.1. Bid Validity:**

**Technical Bid: 120 days** from the date of opening of Technical Bid.

**Price Bid: 120 days** from the date of opening of Price Bid.

### **I.2. Period of Contract: Twelve weeks** from the date of award of contract.

### **I.3. Defects Liability Period:** Six months from the date of virtual completion of the work.

### **I.4. Downloading of Tender Document:**

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

The bidders can download the Tender Documents from ISEC Website [www.isec.ac.in/tender\\_notices](http://www.isec.ac.in/tender_notices).

### **I.5. Notice Inviting Tender, any corrigenda / addenda issued, minutes of the Pre-Bid Meeting.**

**I.6. 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.**

- a.** The successful bidder, after award of the contract, must produce the entering into agreement. Articles of Agreement, on the e-Stamp of Rs.200. **(Please see Proforma A)**

**I.7. Financial position:** Average annual financial turnover ending 31<sup>st</sup> 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).

### **I.8. ELIGIBILITY CRITERIA:**

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

**I.8.1 Experience:** Bidder should have experience of having successfully completed civil/painting works during **last three years**.

**I.8.2** The firm shall have GST No. issued by the competent authority.

### **I.9 EARNEST MONEY DEPOSIT (EMD):**

I.9.1 The bidder shall submit the EMD through means of DD in favour of "**Registrar, ISEC, Bengaluru**".

**Or**

I.9.2 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 10. Exemption from paying EMD:**

I.10.1 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**)

I.10.2 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.10.3 **No Interest will be paid on EMD Deposit.**

### **I.11 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 – B.**)

### **I.11 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.

## **I. 12 Successful Bidder/SECURITY DEPOSIT:**

I.12.1 EMD will be converted into Security Deposit and retained till the completion of the Defects Liability Period and subject to fulfillment of obligations if any, by the contractor. Those who have the exemption of EMD they have to deposit the Security Deposit equal to EMD amount within one week after issuing the work order/before starting the work.

I.12.2 **No interest will be paid on the Security Deposit.**

## **I.13 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.13.1 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.13.2 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.13.3 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.13.4 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.13.5 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.

**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.13.6 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.13.7 The ISEC 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.13.8 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.13.9 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.13.10 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.13.11 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.

## **SECTION 1 A: INSTRUCTIONS TO BIDDERS**

### **1. OPENING OF BIDS:**

#### **1.A.1 Technical Bid:**

**Document to be submit a copy of the following in the technical bid:**

- a) List of Owner/partners of the firm and their contact numbers
- b) The Bidder should possess Aadhar Card.
- c) The Bidder should possess Income-tax PAN Number.
- d) The Bidder should possess a valid GST registration number.
- e) Catalogue of the Product with detailed product specifications.
- f) 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.
- g) NSIC/ MSME / Udyam registration certificate (in case of bidders claiming exemption of EMD while submitting a bid).

#### **1.A.2 PRICE BID:**

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

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.



## SECTION 1 B : INSTRUCTIONS TO BIDDERS

### 1.B. REJECTION OF TENDERS:

1.B.1 If any alternations are made by the bidder in the Tender Documents, the Tender will be liable for rejection.

1.B.2 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.

1.B.3 The tenders submitted without furnishing the relevant information asked for, are summarily rejected.

### 2.B. PRE-BID MEETING:

Pre-Bid Meeting will be conducted on October 18, 2022 at 11:00 am for any further clarifications.

### 3.B. 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 Price Bid. He will be invited for further negotiations with prior approval from the competent authority.

### 4.B. GENERAL CONDITIONS OF CONTRACT

#### 4.B.1 Payment:

4.B.2 The contractor shall promptly raise an invoice (RA Bill) to ISEC after completion of 50% of the work.

4.B.3 The bill will be checked, certified and sent to Accounts Section for processing the same for payment.

4.B.4 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).

4.B.5 To ensure uninterrupted payment of bills, the contractor should update his bank details, the business details regarding the changes if any.

4.B.6 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.

**5.B. Contract Termination:**

**8.B.1 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.

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.

**8.B.2** 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.

**8.B.3 Termination for Convenience:**

**6.B. 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.

**7.B. Arbitration:**

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs and instructions 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 as 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.

**8.B Safety Conditions:**

**8.B.1 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.

**8.B.2 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).

**8.B.3 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.

**8.B.4 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.

**8.B.5 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.

**9.B 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 1<sup>st</sup> 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.

**10.B Bills and Measurement:**

**10.B.1 Running Account Bills (RA Bills):**

Payment in respect of the work done will be based on the certificate from ISEC representative 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

**10.B.1 Final Bill:**

On completion of the work, the complete measurements are recorded in measurement books submitted by the bidder and the same will be checked by ISEC. There upon a final bill shall be submitted by the bidder within ONE MONTH from the date of completion of the work.

**11.B 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. 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.

**12.B Inspection of Work:**

**12.B.1** The representative of institute shall inspect works, 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.

**12.B.2** The Contractor shall complete the work to the satisfaction of ISEC as per the instructions of the authorized officer of ISEC.

### **13.B 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 ISEC.

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.

### **14.B 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.

#### **15.B 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

Then upon the happening of any such event causing delay, the Bidder shall immediately give notice thereof in writing to the ISEC 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 ISEC to proceed with the works.

Request to rescheduling of milestones and extension of time, to be eligible for 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.

#### **16.B 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.

### **17.B 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 ISEC.
- b) In the opinion of the ISEC 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 ISEC.
- 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.

### **18.B 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 ISEC 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.

### **19.B 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.

### **20.B 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.

## **21.B DEVIATION**

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

## **22.B 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.

## **23.B DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING**

### **23.B.1 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.

### **23.B.2 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.

### **23.B.3 SUBSTITUTE ITEMS/PRICING**

(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.

(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)



(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).

(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.

#### **24.B OTHER CONDITIONS TO BE ADHERED BY BIDDER**

- 24.B.1** The material should be got approved by ISEC before start of work.
- 24.B.2** The contractor shall clear the site after completion of work in all respects.
- 24.B.3** All the material used shall be one of the stipulated makes as per approved list of material.
- 24.B.4** No T & P shall be issued by ISEC.
- 24.B.5** 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.
- 24.B.6** Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.

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

#### **25. 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.



**26. SCOPE OF WORK:**

- a. 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.
- b. 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.
- c. Providing and applying painting one coat (excluding priming coat) on previously painted wood surface and / or wood-based surface with enamel paint.
- d. Providing and applying enamel metal paint one coat (excluding priming coat) on previously painted steel, wood or other metal surface.
- e. Providing and applying varnish one coat on previously varnish wood surface.
- f. Providing putty in 1mm average thickness with ready mix powder by scraping the old surfaces, sand papering and preparing wall/ceiling surface.
- g. Providing water proofing with cement based by scraping the old surfaces, sand papering and preparing wall/ceiling surface.

PROFORMA – A

(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 \_\_\_\_\_.

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 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\_**

**(a) Insurance of works/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.

**(b) 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.

- 7. 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
- 8.** 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.
- 9. 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.

- 10. 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.

- 11. 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.

- 12. 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.

**13. 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.

**PROFORMA –B****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	
10	Aadhar Card	
11	GST No	

-2-

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 – 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**

**(Work experience shall be submitted in the following format)  
(for the previous three 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					
4					
5					
6					

Signature & Name of the Bidder

**ANNEXURE – 1 (FORMAT OF PRICE BID)**

<b>Name of Work: INTERNAL PAINTING AND MAINTENANCE WORKS AT GENTS HOSTEL, LIBRARY BUILDING AND POST OFFICE AT ISEC</b>					
<b>Bill of Quantities</b>					
<b>Enter company name here</b>			<b>M/s</b>		
<b>SI No</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
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 per specifications as directed.	Sqm	570		
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	1850		
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	9200		
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	9200		
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	200		
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	300		
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		
<b>TOTAL EXCLUDING GST Rs.</b>					
<b>GST @ 18 % Rs.</b>					
<b>GRAND TOTAL INCLUDING GST Rs.</b>					