

TENDER DOCUMENT

(VOLUME 1)

TECHNICAL BID

FOR

**EXTERIOR PAINTING OF MANAK BHAVAN AND MANAKALAYA
INCLUDING STAFF QUARTERS**

ISSUED TO M/s_____

EMPLOYER:

BUREAU OF INDIAN STANDARDS

MANAK BHAVAN

9, BAHADUR SHAH ZAFAR MARG

NEW DELHI 110 002

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Our Ref: GA/M-24

Date _____

Subject: Tender for Exterior Painting of Manak Bhavan and Manakalya including staff quarters.

Dear Sir(s),

1. Sealed item rate tenders for the above subject work are invited from eligible contractors by the Bureau of Indian Standards upto 1500h on or before_23-05-2011. The tenders are to be submitted in two separate envelopes each sealed and clearly identified as to envelop number and contents as indicated below. Both the envelopes shall be contained in a large envelope duly sealed and superscribed 'Tender for Exterior Painting of Manak Bhavan and Manakalaya including staff quarters'
2. The tenderer will be issued one set of tender documents comprising of 'Volume-1' Technical Bid and 'Volume-2' Price Bid for preparation of their tender.
3. Tenderers have to return all the documents issued to them while submitting their tender, duly stamped and signed as per instructions.
4. **Envelope No.1**
- 4.1 Envelope No.1 shall contain 'VOLUME-1' of tender documents each page duly signed by tenderers as a token of their acceptance of the technical and contractual details, including tender form duly filled in, complete details and description, including all data to be supplied by tenderer as specified in the information and instructions to tenderers. The envelope No.1 shall also contain Earnest Money Deposit in the form of crossed demand draft of Rs. 14400.00 (Rs fourteen thousand four hundred only) in favour of Bureau of Indian Standards, New Delhi and forwarding letter of Contractor. The forwarding letter of the contractor should contain the following annexure in support of their eligibility:

Annex 1 - Documents indicating the set up of organization,
partnership, proprietorship, Pvt Ltd, Public Ltd. etc.

Annex 2 - Valid Enlistment with CPWD/MES/Railways/Public
Sector Undertakings, other Government bodies etc.

Annex 3 - Details of works of similar nature carried out in Central or

State Government bodies/departments, Public Sector Undertakings, MES, Railways in the last 7 years , each of minimum value as detailed below:

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

or

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means works related to exterior painting of multi-storeyed buildings with paint similar to our schedule of work.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be attested by the issuing authority with stamp without which the works will not be considered.

Annex 4	Details of tools, tackles, plant, machinery and technical personnel available with the organization.
Annex 5	Copy of valid PAN number .
Annex 6	Copy of registration with Works Contract Cell of Sales Tax Department, NCT of Delhi. .
Annex 7	Proof of having achieved average financial turnover of Rs 8 lakhs in the previous 3 financial years ending 31 March 2011.
Annex 8	List of ongoing works with their financial value,
Annex 9	List of arbitration cases, penalty imposed/blacklisted (if any)

This envelope shall be superscribed 'ENVELOPE No.1- TECHNICAL BID for Tender for Exterior Painting of Manak Bhavan and Manakalya including staff quarters'.

Price bids of Tenderers who do not fulfil the above requirements shall not be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for verification of the above claims at the time of opening the technical bids.

5 Envelope No.2

Envelope No.2 shall contain only 'VOLUME-2' of tender documents i.e. the copy of schedule of work and prices duly filled in and signed by the tenderer along with the prescribed letter. No commercial or technical condition or qualification of any sort shall be indicated by the tenderer in this Envelope, otherwise the tender shall be summarily rejected. This envelope shall be superscribed 'ENVELOPE No. 2 PRICE BID for Tender for Exterior Painting of Manak Bhavan and Manakalaya including staff quarters'

6. Sealed tenders as above will be received by the Director (Administration), Room No. 406, Manakalaya, Bureau of Indian Standards, 9 BAHADUR SHAH ZAFAR MARG, NEW DELHI 110 002 up to 1500 h on 23-05-2011
7. Envelope No. 1 will be opened on the closing date in the presence of such tenderers or their duly authorized representatives as may like to be present at 1530 h at the address indicated at 6 above.
8. The date and time of opening of Envelope No.2 in case of tenderers found eligible shall be intimated separately.
9. The BIS reserves the right to accept or reject any or all the tenders without assigning any reasons.
10. Earnest money deposit of Rs. 14400.00 (Rupees fourteen thousand four hundred only) must accompany the technical bid (Envelope No. 1) through demand draft in favour of the Bureau of Indian Standards payable at New Delhi otherwise it shall be rejected. In the event of the tender being accepted the earnest money shall form a part of the retention money and shall be adjusted while settling the final bill.
11. The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the ENVELOPE No.2.
12. Rate(s) quoted shall include provision of all scaffoldings, tools, plants, accessories, etc., required for proper execution of the work. Rate(s) shall also cover the cost of handling, carriage, taxes, duties and royalties, etc.
13. The Bureau of Indian Standards reserves the right without assigning any reasons therefore to:

- a) Accept or reject any or all tenders in whole or in part;
 - b) Increase or decrease the quantities of any item of the work and the successful tenderers shall perform the same at the rates quoted.
-
- 14. Time of completion of work will be Three (3) months from the date of commencement as per letter of intent.
 - 15. Any further clarifications may please be obtained from the undersigned. Intending tenderers are encouraged to visit the site of work and acquaint themselves with the scope of work.
 - 16. Price quoted by the tenderer shall be firm inclusive of all levies, excise duty and VAT, any other tax etc. No escalation in price would be permitted on any ground.
 - 17. TDS and any other taxes as applicable from time to time shall be recovered by the employer from the bills submitted by the contractor.

(A K Singh)
Director (Administration)

DRAFT ARTICLES OF AGREEMENT

Made at _____ between (hereinafter referred to as the employer which expression shall include his, heirs, Executors, Administrators & Assigns) of the one part and trading in the name and style of (hereinafter referred to as the contractor which expression shall include his, heirs, executors, Administrators & Assigns) of the other part WHEREAS the Employer desirous of Exterior Painting of Manak Bhavan and Manakalaya including staff quarters at BIS Headquarters, 9 Bahadur Shah Zafar Marg, New Delhi has caused drawings, specifications and bill of quantity describing the work to be done WHEREAS the said drawings and specifications and the Priced Schedule of Work have been signed by or on behalf of the parties hereto and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said Conditions") the work shown upon 'the said Drawings' and described in 'the said Specifications' and the said 'Priced Schedule of Work'.

1. at the respective rates mentioned in the Priced Scheduled of Quantities attached
2. for the lumpsum amount of Rs (*not to be filled*)
(hereinafter referred to as the contract "Amount").

And WHEREAS the Contractor has deposited Rs 14400 (Rupees fourteen thousand four hundred only) as Earnest Money with the Employer for the due performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said line diagrams/schematics and described in the Specifications and the said Priced Schedule of Quantities.
2. The employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manner specified in Clause No. 22 of the general conditions of contract.
3. The said contract comprises the work of 'Exterior Painting of Manak Bhavan and Manakalaya including staff quarters at BIS HQs' mentioned as above and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the EMPLOYER even though such works may not be shown on the Drawings or described in the said Specification or the Priced Schedule of Quantities.
4. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

5. The said conditions shall be read and construed forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulated and perform the agreements on their parts respectively in such conditions contained.

AND WHEREAS the following documents shall form part of and be construed and read as part of this agreement:

- a)
- b)
- c)
- d)
- e)
- f)
- g)

6. The several parts of this Contract have been read to us and fully understood by us. As witness our hand this day.

Signed by the said Employer

In presence of

Signed by the said Contractor

In presence of

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and the Drawings, the work shall be carried out as per standard specifications and under the direction of the Employer.

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall, have the meaning herein assigned to them except where the subject or context otherwise requires.

a) **Employer:** The term Employer shall denote Bureau of Indian Standards (9, Bahadur Shah Zafar Marg) and any of its employees or representative authorized on their behalf.

b) **Contractor:** The terms Contractor shall mean _____ and his/their heirs, legal representatives, assignees and successors

ii) **Site:** The site shall mean the site where the works are to be executed i.e. BIS Headquarters premises at 9, Bahadur Shah Zafar Marg, New Delhi - 110 002

iii) **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer.

All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer shall be given access to such drawings during the execution of the work.

In case any detailed drawings are necessary. contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the Employer prior to taking up such work.

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to any additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- iv) **'The Works'** shall mean the work or works to be executed or done under this contract.
- v) **'Act of Insolvency'** shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes or any other law in force.
- vi) **'The Schedule of Quantities'** shall mean the schedule of quantities as specified and forming part of this contract.
- vii) **'Priced Schedule of Quantities'** shall mean the schedule of quantities duly, priced with the accepted quoted rates of the contractor.
- viii) In respect of this contract the following shall apply

- | | |
|---------------------------------|--|
| a) Defects Liability Period | Six months |
| b) Date of Commencement | As per General Conditions. |
| c) Date of completion | within Three months from date of commencement as per LOI |
| d) Date of Final Measurement | Within 30 days from completion |
| e) Liquidated Damages | As per General conditions |
| f) Value of interim certificate | Rs 3 lacs after deduction of retention money and tds |
| g) Payment terms | As per General conditions. |

- viii) **'Engineer- in-charge'** shall mean the officer in-charge of maintenance cell or any other officer authorized by him.

2. SCOPE

The work consists of Exterior Painting of Manak Bhavan and Manakalaya including staff quarters at BIS HQs (details of work) in accordance with the 'drawings' and 'Schedule of Quantities',

It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental expenses for completion of the work.

Should any detail essential 'for efficient completion of the work' be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and install such detail with Employer's concurrence, so that upon completion of the proposed work the same will be accepted and ready for use.

Employer may in their absolute discretion issue further drawings and or written instructions, details, directions and explanations, which are, hereinafter collectively referred to as "The Employer's instructions" in regard to:

- a) The variation or modification of the design quality or quantity or works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition, removal and/or re-execution of any work executed by the Contractor.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the defect liability period. .

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the Employer shall if involving a variation be confirmed in writing to the contractor's within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in Clause 'variation'.

3. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall

provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

The contractor may note that the work is to be executed in the office building which is fully functional. The work may have to be carried out on closed days and after office hours to complete the same within stipulated period. No extra charges would be paid on account of labour employed by the contractor during odd hours.

4. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows:

- i) The 'Rate' column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item, if applicable, and the amount for each sub head as detailed in the 'Schedule of Quantities'.
- iii) All corrections are to be initialed.
- iv) In case of any errors/omissions in the quoted rates, the rates given in the tender marked 'Original' shall be taken as correct rates.

No modifications, writings or corrections to be made in the tender papers by the tenderer.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firms or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct workable and self-supporting. If called upon by the Employer detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis.

The works will be paid for as 'measured work' on the basis of actual work done and not as 'lumpsum' contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lumpsum charges in the tender in respect of any item of work, the payment of such items of work will be made for the actual work done on the basis of lumpsum charges as will be assessed to be payable by the Employer.

The Employer has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months from the date of opening of the tender (Envelope No. 2).

5. AGREEMENT

The successful contractor may be required to sign agreements as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

6. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIAL

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with material of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer during the execution of the work and to his entire satisfaction.

If required by the Employer, the contractor shall have to carry out tests on material and workmanship in approved material testing laboratories or as prescribed by the Employer at his own cost to prove that the material etc under test conforms to the relevant Indian standard or as specified in the specification.

All the materials (except otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all material to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtained prior to placement of order.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

7. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any Organization/Company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye- laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for foot path encroachment and restorations etc and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and sale tax or any other taxes or local charges if applicable.

No extra claim on this account will in any case be entertained

9. ACCESS

Any authorized representative of the Employer shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where material are being prepared or constructed for the work and also to any place where the material are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the material and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

10. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire installation indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof.

11. OTHER PERSONS ENGAGED BY THE EMPLOYER

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work.

12. EARNEST MONEY AND RETENTION AMOUNT

The tenderer will have to deposit an amount of Rs 14400.00 (Rupees fourteen thousand four hundred only) in the form of Demand Draft/P.O. drawn in favour of Bureau of Indian Standards at the time of submission of tender as an Earnest money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest after the decision to award the work is taken or after the expiry of the validity period of tender. The earnest money of the successful tender will be treated as part of the retention money.

Apart from the initial deposit made as above, retention money shall be deducted from progressive running bills @ 10% of the gross value of each running bill.

The retention amount will be refunded to the contractor after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. No interest is allowed on retention money.

13. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonable be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Employer whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments. and all the necessary centering, scaffolding, staging, planking, timbering, shuttering, shoring, pumping, fencing, boarding, watching and

lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall taken down and remove any or all such centering, scaffoldings, planking, timbering, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc in any work, where directed by the employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

14. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

1) Time of completion: The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to be commenced within 15 days from the date of letter of intent. Time is the essence of the contract and shall be strictly observed by the contractor.

2) Extension of time: If in the opinion of the Employer the works be delays (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the Employer in consequence of proceeding taken or threatened by or disputes, with adjoining or neighboring owners (c) by the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock out affecting any of the building trades or (f) from other causes which the Employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the employer failing to give possession of the site upon the day specified above the time completion shall be extended suitably.

In case of such strikes or lock outs as are referred to above, the contractor shall immediately give the Employer written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 15 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

3) Progress of work: During the period of installation, the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer. The contractor should also include planning for procurement for scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

15. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated at the rate of 1 % of the estimated amount shown in the tender per week delay subject to a ceiling of 10% of the accepted contracted sum by way of liquidated damages and not as penalty, during which time the work remains uncommenced or unfinished after the expiry of the completion date.

16. REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any material which in the opinion of the Employer are not in accordance with specification or work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to, or that may become due to the contractor. No certificate which may be given by the contractor shall relieve the contractor from his liability in respect of unsound work or bad material.

17. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available throughout the working hours to receive and comply with instructions of the Employer. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall comply with the provisions of all labour legislation including the requirement of

- a) The payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract labour (Regulation & Abolition) Act, 1970 and Central, Rules 1971
- e) Apprentices Act,
- f) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen. Licences to be obtained from statutory authorities in connection with the above, shall be obtained by the contractor as per rules.

18. DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

19. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

20. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or other wise satisfy all claims for damages to the property.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

21. INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer.

The contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor.

22. PAYMENTS

All bills shall be prepared by the contractor in the form prescribed by the Employer. The interim bill, that is, Running Account Bill, shall be prepared subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments. retention money etc.

The amount stated in an interim certificate shall, be the total value of work properly executed and 75% of invoiced value of material brought to site for permanent incorporation into the work upto the date of the bill less the amount to be retained by the Employer as retention money vide Clause 12 of these conditions and less installments against Running Account Bill. Such certificate shall only include the value of said material and goods not prematurely brought and placed adjacent to the work and then only if adequately protected against weather or other casualties.

The Employer will deduct retention money as described in Clause 12 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any material or goods to the contractor, the cost of any such material or goods. will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reinstalled or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall. It conclude, determine or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor

within one month of the date fixed for completion of the work or of the date of certificate of completion and efforts shall be made for payment within three months.

Final Payments

Payments of final bill shall be made after deduction of Retention Money as specified in Clause 12 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer certificate that the contractor has rectified all defects to the satisfaction of the Employer. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

23. VARIATION/DEVIATION/SUBSTITUTION

The contractor may when authorized and shall, when directed in writing by the Employer add and or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctively by the contractor in writing within 3 days shall be deemed to have been given in writing.

The price of all such items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent for price of labour, material and other components as required.

24. PREPARATION FOR COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer in writing that he has completed the work and it is ready for inspection.

25. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer.

26. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the employer all defects, or other faults which may appear within six months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted from any money due to the contractor.

27. CONCEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall at the option of the Employer be either opened up for measurement at the contractor's expense or no payment may be made for such material. Should any dispute or differences arise after the execution of any works as to measurements etc or other matters which can not be conveniently tested or checked the notes of the Employer shall be accepted as correct and binding on the contractor.

28. ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of material, labour, sales tax, octroi or any other levy etc, unless specifically provided in these documents.

29. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

30. SUSPENSION

If the contractor except on account of any legal restraint upon the employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable despatch such notices shall purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground continuous thereto any plant or materials from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail

for 7 days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in Clause 31.

31. CANCELLATION OF CONTRACT IN FULL OR PART

If contractor:

- a) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge.
- b) commits default to complying with any of the terms and conditions of the contract, and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
- c) fails to complete the works or items of work with individual dates of completion on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge. or
- d) shall offer or give or agree to give to any person in Bureau of Indian Standards service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for Bureau of Indian Standards; or
- e) shall enter into a contract with Bureau of Indian Standards in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-charge or
- f) shall obtain a contract with Bureau of Indian Standards as a result of wrong tendering or other non-bona fide methods of competitive tendering; or
- g) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- h) being company, shall pass a resolution or the Court shall make an order, for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- j) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- k) assigns, transfers, sublets (engagement of labour on a piece work shall not be deemed to be subletting) or otherwise parts with or basis or of labour with materials not to be incorporated in the attempts to assign, transfer sublet of written approval of the Accepting Authority.

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Bureau of Indian Standards, by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract.

The Engineer-in-charge shall on such cancellation by the Accepting Authority have powers to:

- i) take possession of the site and materials, constructional plant, implements stores etc thereon; and/or.
- ii) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not be completed, the loss or damage *suffered* by Bureau of Indian Standards. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Bureau of Indian Standards in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Bureau of Indian Standards as aforesaid after allowing such credit shall without prejudice to any other rights or remedy available to the Bureau of Indian Standards in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor and if thereafter there be

any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the Bureau of Indian Standards and unsold materials, constructional plant, etc shall be returned to the contractor, provided always that if cost of anticipated cost of completion by the Bureau of Indian Standards of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

32. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof "this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, fore closure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed by the Director General of BIS.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act 1940 or any statutory modifications or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

(A K Singh)

Director (Administration)

SPECIAL CONDITIONS OF CONTRACT

1. Sealed tenders should be address to Director (Administration), Room No. 406, Manakalaya, 9 Bahadur Shah Zafar Marg, New Delhi superscribed 'Tender for Exterior Painting of Manak Bhavan and Manakalaya including staff quarters at BIS HQs' and sent to Bureau of Indian Standards, New Delhi so as to reach not later than 1500 h on 23-05-2011.
2. No tender will be received after 1500 h on 23-05-2011 under any circumstances whatsoever. Volume 1 (Technical Bid) shall be opened the same day at 1530 h in the presence of those tenderers or their representative who wish to be present.
3. Tender shall remain valid for a period of Ninety days from the date of opening Volume 2 (Price Bid). The employer may extend the said period.
4. The employer does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
5.
 - a) Each page of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special conditions etc as laid down. Any tender with any of the documents not so signed will be rejected.
 - b) The tender submitted on behalf of a 'firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
6. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid
7. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void. No advice of any change in rule or conditions after the opening of the tender will be entertained.
8. Intending tenderers shall pay as Earnest Money a sum of Rs 14400.00 (Rupees fourteen thousand four hundred only) by Demand draft/Pay Order in favour of the Employer which is to be submitted alongwith the Technical Bid in Volume 1 of the tender. A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.

9. The earnest money deposit of Rs 14400 .00 (Rupees fourteen thousand four hundred only) paid by the successful tenderer when he submitted his tender shall be held by the employer as security for the execution and duly fulfilment of the contract. No interest shall be paid on the said deposit.
10. Within 14 days of the receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract by signing an agreement in accordance with the draft agreement and the Schedule of conditions.
11. The contractor shall carry out all the work strictly in accordance with the drawings/
Instructions of the Employer from time to time.
12. The contractor must not assign the contract. He must not subject any portion of the contract except with the written consent of the Employer failing which the Employer may serve a notice in writing rescinding the contract whereupon the security deposit shall stand forfeited and at absolute disposal of the Employer.
13. Tenderer must include in their rates, sales tax, excise duty, octroi, VAT, etc., on work contract and any other tax and duty levied by the Central Govt or Local Body or any State Govt. if applicable. No claim in respect of any tax or levy shall be entertained by the Employer.
14. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and the quantities, if needed, will be issued in writing by the Employer.
15. Earnest money of the successful tenderer will be forfeited, if he fails to comply with any of the conditions of the contract.
16. Prices shall remain firm and free from variations due to rise and fall in the cost of materials and labour or any other reasons whatsoever whether during the stipulated period of execution or during extended period of completion.
17. Item rates shall remain valid for any variations in the estimated quantity given in the schedule of quantities.

(AK Singh)

Director (Administration)

TECHNICAL SPECIFICATION

All works are to be executed as per latest CPWD specifications as amended from time to time.

(A K Singh)

Director (Administration)

TENDER DOCUMENT

(VOLUME 2)

PRICE BID

FOR

**EXTERIOR PAINTING OF MANAK BHAVAN AND MANAKALAYA
INCLUDING STAFF QUARTERS AT BIS HQS**

ISSUED TO M/s_____

EMPLOYER:

BUREAU OF INDIAN STANDARDS

MANAK BHAVAN, 9, BAHADUR SHAH ZAFAR MARG

NEW DELHI 110 002

TENDERS TO BE SUBMITTED ON OR BEFORE 23-05-2011 AT 1500 h

The Director (Administration)

Bureau of Indian Standards

Manak Bhavan

9, B S Zafar Marg

New Delhi 110 002

NAME OF WORK: EXTERIOR PAINTING OF MANAK BHAVAN AND MANAKALAYA INCLUDING STAFF QUARTERS AT BIS HQS

Dear Sir,

Having examined the form of contract, schedule of quantities, relating to the above mentioned work and having visited and examined the site of the proposed works and having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the Bureau of Indian Standards, I/we, the undersigned hereby offer to execute and complete the proposed works strictly in accordance with the contract documents for the sum/amount _____ of _____ Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with said conditions as given in the tender document.

I/we undertake to complete and deliver the whole of the works within 3 months from the date of issue of an intimation from you that our tender has been accepted. Upon receiving possession of the site, I/we shall be under obligation to pay the sum as per Clause 15 of General Conditions of the contract for every week the work remains incomplete even after expiry of the extension of time as liquidated damages as compensation subject to the conditions of contract.

I/we have deposited earnest money of Rs 14400 .00 (Rupees fourteen thousand four hundred only) by Bank Draft/Pay Order which will carry no interest. I/we hereby agree that this sum shall be forfeited by the Bureau of Indian Standards in the event of my/our tender being accepted and I/we fail to execute the contract when called upon to do so.

I/we further agree to the deduction of retention money from payments as per Clause 12 of General Conditions of contract.

Yours faithfully,

Name of the Partner of the firm

**SCHEDULE OF WORK FOR
EXTERIOR PAINTING OF MANAK BHAVAN AND MANAKALAYA INCLUDING STAFF
QUARTERS AT BIS HEADQUARTERS**

Schedule of Work	Quantity	Unit	Rate per unit	Amount (Rupees)
Finishing walls with premium acrylic smooth exterior paint with silicon additives of superior and approved make and of required shade : Old work (one or more coats applied @0.83 ltr/10 sq.m.) over existing painted surface including scrapping, repairing and preparing the old surface wherever necessary to obtain even surface complete as per instructions.	20325.00 Sq.m.	Sq. m		

TOTAL=

Total Amount in words - _____

Note: Contractors are requested to visit the site and acquaint themselves regarding the work conditions, availability of existing painting surface, height and design of the building etc. It may please be noted that work is to be executed in the existing buildings at HQ, which are fully functional. Rate may be quoted keeping all these aspects into consideration and nothing extra would be paid in this accounts.

(A K Singh)

Director (Administration)

(Contractor's signature with seal)

