

**Institute for Defence Studies and Analyses
No. 1 Development Enclave, New Delhi-110010**

IDSA/Maint of Building /2013
Dated: 15/Jan/ 2019

To,

Subject: **Painting work .**

Dear Sir(s),

Quotations are invited as per scope/specifications of works given in Appendix-'A' (enclosed). Conditions of the tender shall be as follows: -

1. Time Schedule

The work shall be completed within 30 days from the date of award of work order. A sum of Rs 250 per day will be charged for delay. Director General IDSA's decision in this regard shall be final and binding.

2. Execution of Work

The materials supplied and /or incorporated into the work shall be best available and strictly conforming to specifications, catalogue, .No, size and dimensions as mentioned and shall be ISI marked as far as possible. The job work shall be executed in best workmanship like manner according to standard engineering practices to the entire satisfaction of the Estate Manager, IDSA.

3. Any missing minor details which are not spelt out in the description of items but are required for proper completion of job work, shall be deemed to have been taken into account in the quoted rates. The rates shall also include for all taxes including

WCT and TDS (excluding the GST) , transportation etc. including price escalations, contractor's overheads and profits. Nothing extra shall be admissible on any such account.

4. Approval of Material and Workmanship

All the material and workmanship shall be approved by the Estate Manger . The rejected material shall be removed from the site forthwith and replaced with approved materials at no extra cost. The site shall be cleared of all debris and un-used materials after completing the work .

5. Completion

The work shall be completed to the entire satisfaction of the Estate Manager, IDSA. On Completion of the work, the contractor shall inform in writing with the date of physical completion of work for final approval and issues of completion certificate.

6. Defect Liability

The work completed shall have defect liability period of 3 months from the certified date of completion. The contractor shall rectify, re-do and/or replace all the components/item of works wherein defects have developed during this period under the direction of the Estate Manager at no extra cost.

7. Submission of quotation

The quotation duly quoted and signed on all pages along with this letter as token of the acceptance of terms and conditions mentioned herein, should be submitted in sealed cover duly marked "quotation for painting work at IDSA", addressed to Estate Manager , so as to reach on or before 1500 hrs on 05th February , 2019. No quotation shall be entertained after the last date and time .

8. **EMD** : Earnest money deposit : The Firm has to deposit Rs 2000/- as EMD. EMD of unsuccessful bidder will be returned immediately after issue of work order without any

interest .

9. Payment Term :-

- (i) 90% payment will be released after successfully completion of work and verified by the Estate Cell , IDSA.
- (ii) 10% payment will be released after completion of Defect liability period .

10. Payment shall be made on satisfactory completion of work.

1. Dispute Resolution

Disputes if any, with regards to the interpretation, execution and/or implementation of these terms and conditions shall rest exclusively with the Director General, IDSA whose decision shall be final and binding upon the parties. Disputes, if any, with regard to the decision of the Director General, in this regard, shall be referred to arbitration at the hands of a sole arbitrator to be appointed by IDSA and all proceedings in this regard shall be subjected to the sole and exclusive jurisdiction of courts of competent jurisdiction at New Delhi.

12 .It is the duty of contractor to clean the stains of painting work which may occur during the painting work . No separate payment will be made on this account .

13. Bidders have to attach following document with this bid :-

- (i) GST registration No/detail.
- (ii) Proof of current account operating in any of nationalized bank.
- (iii) One work orders/Completion certificate of similar type worth Rs 1.5 lakhs or more .
- (iv) Pan Card Copy.

14. Upon acceptance of bid, no sub letting/transfer would be allowed by the Contractor except with the prior written permission of Estate Manager , IDSA

15. Good quality paint (Asian/Burger or equivalent will be applied). The Contractor will obtain Users satisfaction certificate before claiming for payment.

16. No additional payment will be made for minor civil work which come in the way of painting like filling of putty, repair of walls (minor) etc. This should be deemed as a part of painting work .

Director General, IDSA reserves the right to accept or reject the lowest or any offer or all offers without assigning any reasons.

Please acknowledge.

Yours Sincerely,

Hemant Kumar
Estate Manager.

Additional Conditions

1. All the T& P is to be arranged by Contractor and nothing extra shall be paid on this account .
2. All the labour bye laws & regulations are to be followed by the contractor .
3. The contractor shall make his own arrangement electric connections to equipment like drill machine etc.
4. The Contractor shall be bound to follow the restrictions on the movement of labour , material imposed by IDSA or any other authority connected with site due to security or any other reason(s) . No Claim shall be entertained on this account .
5. The Contractor shall take all precautions to avoid accidents by exhibiting necessary cautions boards, lights flags etc . He shall be responsible for all the damages , accidents , caused due to negligence.
6. The contractor shall personally responsible for violation of any guidelines and shall have to pay the fine /penalty imposed by appropriate authority . No claim on this account shall be entertained .
- 7.. The rate quoted by the contractor shall be include with all lead lift and height and nothing extra shall be paid .
- 8.TDS and WCT will be deducted as per applicable rules .
The contractor shall be fully responsible for safe custody of the

material even if the material are under double lock system.
Quantity can be increased or decreased depending upon site conditions .

9. Standard force-majeure conditions would be apply.

10..Contractors are advised to Visit the site before quoting .
After opening the bids no excuse will be entertained with regards to site conditions , security restrictions etc.

Director General, IDSA reserves the right to accept or reject the lowest or any offer or all offers without assigning any reasons thereto.

Please acknowledge.

Yours Sincerely,

(Hemant Kumar)
Estate Manager.

Form of Tender
(Note: the appendix forms part of the tender)

To,

**IDSA
No 1, Development Enclave
Rao Tularam Marg, New Delhi-110010.**

Sir,
Name of work : Painting work

1. Having visited the site and examined the conditions of contract, specifications and schedule of quantities for the above named work, we offer to undertake and complete the whole of subject work in conformity with the said conditions of the contract, specifications and schedule of quantities of this tender documents or such other sum as may be ascertained in accordance with the said condition of contract.
- (a) We undertake to complete and deliver the whole of the works comprised in the contract within the time started in appendix hereto.
- (b) We have independently considered the amount of liquidated damages shown in the appendix hereto and agree that it represents a fair estimates of loss likely to be suffered by you in the event of the works not being completed properly.
- (c) We agree to abide by this tender for the period of one year from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us may be accepted at any time before the expiry of the period.

(d) Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.

1. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
2. We understand that you are not bound to accept the lowest or any tender you may receive.

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Dated Day of

Signature.....In the capacity of

Duly authorized to sign for and on behalf of.....

Name and address of the tenderer.

(IN BLOCK CAPITALS)