

PROJECTS & DEVELOPMENT INDIA LIMITED
(A GOVT. OF INDIA UNDERTAKING)

SHEET
1 of 1

PDIL BHAWAN, SAMTA, SUBHANPURA, VADODARA-390 023, INDIA.
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INVITATION TO BID (ITB)
(OPEN DOMESTIC TENDER)

Published in CPP e-Publishing Portal (E-Tender ID 2018_MCF_344097_1) & Hosted at PDIL Website	ITB NO. : PVMM/Service/18-19/E-09/101023	
	TYPE OF BID (For submission of bids please refer ITB Clause No.2.0 of Annexure-II)	TWO BID SYSTEM
	TYPE OF OPENING	PUBLIC
	BID ISSUE DATE	26.07.2018
	BID CLOSING DATE & TIME	07.08.2018 (15.00 Hrs.)
	UNPRICED TECHNO-COMMERCIAL BID OPENING DATE & TIME	08.08.2018 (16.00 Hrs.)
	PRICE BID OPENING DATE & TIME	To be intimated later.
	VENUE OF BID OPENING	PDIL, Vadodara
	EARNEST MONEY DEPOSIT (EMD)	Rs.10000/- (Rupees Ten Thousand Only)
	COMPLETION PERIOD :	FOUR (04) MONTHS from PO/LOI

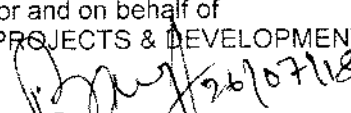
- 1.0 **PROJECTS & DEVELOPMENT INDIA LTD.,** a company registered under the Companies Act, 1956 having its registered offices at PDIL Bhavan, A-14, Sector-1, Noida-201 301, India (hereinafter referred to as PDIL or OWNER), a Govt. of India Undertaking under the administrative control of the Dept. Of Fertilizers, Ministry of Chemicals & Fertilizers. We, PDIL, Vadodara, Gujarat invites sealed bids in two parts under National Competitive Bidding, addressed to HOD (MM), for the under mentioned item subject to the 'Scope of Work' and 'Term & Conditions' enclosed herein.


SL.	DESCRIPTION OF JOBS/SERVICES	QUANTITY
1	Interior and Exterior Painting of Office Building and Boundary Wall of PDIL, Vadodara as per General Specifications Doc. No. PVCV-TS-0203, Rev.0 dt.17.07.2018 attached as Annexure-IV and Commercial Terms & Conditions mentioned at Annexure-IIIB & IIIC.	1 Job as per SOR doc. no. PVCV-SOR-0943, Rev.0 Dt. 17.07.18

- 2.0 The following enclosed documents are the part of ITB.

1.0	Pre-Qualification Criteria (PQC)	ANNEXURE-I, Rev 0	Sheets-1
2.0	Instructions to Bidder- e Publish	ANNEXURE-II, Rev 0	Sheets-1 to 3
3.0	General Conditions of Contract (GCC)	ANNEXURE-IIIB, Rev 0	Sheets-1 to 3
4.0	Special Conditions of Contract (SCC)	ANNEXURE-IIIC, Rev 0	Sheets-1 to 2
5.0	Scope of Work & Technical Enquiry Specifications Doc. No. PVCV-TS-0203, Rev.0 dt.17.07.2018.	ANNEXURE-IV, Rev.0	Total Sheets- 12
6.0	Schedule of Rate (SOR) Doc. No. PVCV-SOR-0943, Rev.0 Dt. 17.07.18 (Submit Separately- in PRICE BID ENVELOPE)	ANNEXURE-V, Rev.0	Sheets-1 to 3
6.1	Unpriced Schedule (Unpriced SOR) Doc. No. PVCV-SOR-0943, Rev.0 Dt. 17.07.18 (Submit with Envelope-B/Unpriced bid without prices)	ANNEXURE-V (Unpriced), Rev.0	Sheets-1 to 3
7.0	Checklist / Agreed Commercial Terms & Conditions (ACTC)	ANNEXURE-VI, Rev.0	Sheet-1
8.0	Declaration by Bidder	ANNEXURE-VII, Rev.0	Sheet-1
9.0	RTGS/NEFT Format For E-Payment	ANNEXURE-VIII, Rev.0	Sheet-1
10.0	Details Of Contractor / Company	ANNEXURE-IX, Rev.0	Sheet-1
11.0	Format of BG for Performance Security	ANNEXURE-X, Rev.0	Sheets-1 to 2

for and on behalf of
PROJECTS & DEVELOPMENT INDIA LIMITED


Bishwanath Banerjee
Manager (MM)

	Pre Qualification Criteria(PQC) ANNEXURE – I	PVMM/Service/18-19/E-09/101023 /ANX-I	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

Please refer the [Pre-Qualification Criteria \(PQC\)](#) as hereunder:

A. Pre qualification Criteria (Technical)

Bidder must have experience of having successfully completed similar works during last 07 (Seven years) ending last day of the month previous to the one in which Tenders/Bids are invited, should be either of the following:

Three similar completed Work/Order, each of Value not less than **Rs.3,20,000/-** (Rs. Three Lakh Twenty Thousand only)

Or

Two similar completed Work/Order, each of Value not less than **Rs.4,00,000/-** (Rs. Four Lakh only)


Or

One similar completed Work/Order of Value not less than **Rs.6,40,000/-** (Rs. Six Lakh Forty Thousand only)

Similar works definition: having experience of interior and exterior painting works etc.

Note: The bidders are required to submit copy of Purchase Order/Completion Certificate/ Performance certificate documents towards proof of value or Order executed.

The above document with respect to PQC must be submitted duly self attested (signed & Stamped).

	INSTRUCTION TO BIDDERS (for e-published tenders) ANNEXURE – II	PVMM/Service/18-19/E-09/101023 /ANX-II	0
		DOCUMENT NO	REV
		SHEET 1 OF 3	

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <https://eprocure.gov.in/cppp> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under three (03) envelopes as below:

Envelope (A)

i. Earnest Money Deposit (EMD) as per Cl. 6.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in [Annexure-VIII](#).

Envelope (B): Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- i. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.
- ii. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- iii. **Price Confirmation Copy** - A copy of Priced offer **keeping price blank** (hiding the price) and **in place indicating "Quoted" or "√"**, as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- iv. Copy of [Check List/ACTC](#) enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- v. Photo copy of PAN card.
- vi. A Copy of valid GST registration certificate.
- vii. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid


Schedule of Rate (SOR) as per [Annexure-V](#) with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No. and closing date of the bid** and addressed to the under mentioned :

HOD(MM),
Projects & Development India Limited,
PDIL Bhawan, Samta, Subhanpura,
Vadodara-390023, Gujarat, India,
Email : bnbanerjee@wro.pdilin.com; ansisodiya@wro.pdilin.com;
kswaroop@wro.pdilin.com

3.0 **Opening of Bids**

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

	INSTRUCTION TO BIDDERS (for e-published tenders) ANNEXURE – II	PVMM/Service/18-19/E-09/101023 /ANX-II	0
		DOCUMENT NO	REV
		SHEET 2 OF 3	

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

The PRICE BID shall be opened only of those bidders who will be technically and commercially suitable.

5.0 Price Evaluation Criteria

Price Evaluation of Bids shall be done considering the quoted prices, by the bidder in the [Schedule of Rate \(SOR\)](#), [alongwith](#) taxes and duties, on overall lowest bidder considering the Input Tax Credit to PDIL.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Schedule of Rate (SOR), it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Schedule of Rate (SOR) may result into rejection of bid.

6.0 Earnest Money Deposit (EMD)

Earnest money deposit (**Rs.10000/- /Rupees Ten Thousand Only**) shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd', Vadodara. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSEs registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

6.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by the Bank for the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

6.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder

OR

- b) In the case of successful bidder, if the bidder fails to accept the order.


OR

- c) If a bidder is found to have furnished Mis-representation or wrongful declaration/presentation of qualifying data and other facts in their Bid.

7.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum **period of 90 days from the date of opening of technical bids**. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

- 8.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall

	INSTRUCTION TO BIDDERS (for e-published tenders) ANNEXURE – II	PVMM/Service/18-19/E-09/101023 /ANX-II	0
		DOCUMENT NO	REV
		SHEET 3 OF 3	

be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

- 9.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 10.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 11.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 12.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
- to cancel the tender without reference to the bidders.
 - to postpone the due date and time.
- 13.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 14.0 **SITE VISIT:** If needed, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to:
- Shri D K Karamata**
Addl. GM (Civil),
Projects & Development India Limited,
Vadodara.
Phone:0265-2388403, EPABX-0265-2388418-21, Extn-109, FAX: 0265-2388398/99
Email: dkkaramata@wro.pdilin.com
- 15.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 16.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 17.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of **HOD(MM), Projects & Development India Limited, PDIL Bhawan, Samta, Subhanpura, Vadodara-390023, Gujarat, India**, or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 18.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

	GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB	PVMM/Service/18-19/E-09/101023/ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 1 OF 3	

1.0 Scope of Contract

The Scope of Contract/ Purchase Order (P.O), shall be as per 'Scope of Work & Technical Enquiry Specification' and/or 'Schedule of Rate (SOR)', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.

Bid with variable price will not be accepted.

3.0 Price Basis

Duly executed at location specified elsewhere in this ITB.

4.0 Taxes and duties (To be read in conjunction with SCC)

- 4.1 Rate of **Goods & Service Tax (GST)**, should be indicated in the 'Schedule of Rate (SOR)' and which shall be paid as extra.
- 4.2 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per P.O, shall be paid at actual on production of documentary evidence.
 - 4.2.1 In case of delay in supply, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.
 - 4.2.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the delivery/ completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.
- 4.3 The Supplier has to submit / furnish all necessary documents / information to enable PDIL claim Input Tax Credit in respect of GST.
- 4.4 PDIL shall not issue any form other than Form 38 i.e. Road Permit, if required, on written request by the Supplier

5.0 Effective date of Contract/ P.O: Shall be the date of issuance of LOI/ P.O.

6.0 Completion Period/ Time Schedule

6.1 Mobilization Period: ...days from the date of intimation by PDIL.

Completion Period: Four (04) Months ~~days/ weeks/ month~~ from the effective date of LOI/Order.

6.2 For Annual Maintenance Contract(AMC) / Annual Rate Contract(ARC)

~~The Contract shall be valid for a period of _____ Year/s from the Effective date. This period can be further extended on mutual agreement.~~

7.0 Payment Terms

100% Payment shall be released, within 30 days after completion of job/work ~~as per milestone defined, elsewhere in the ITB, on~~ against the invoice, duly certified by Engineer-InCharge/Contact Person of PDIL.

7.1 Payment For AMC/ ARC:

~~100% quarterly payment on prorata basis~~ shall be released within 30 days of submission of invoice duly certified by Engineer In Charge of PDIL. ~~The quarterly bills for the executed service / Work shall be submitted by the contractor with all necessary documents to the Operator of the Contract.~~

	GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB	PVMM/Service/18-19/E-09/101023/ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 2 OF 3	

The above payments shall be released subject to submission of ~~Security cum Performance Guarantee/~~ Security Deposit, **if applicable**, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.2 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 **Security Deposit (To be read in conjunction with SCC Clause 8.0)**

Security-cum-Performance Guarantee / Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover completion period plus warranty/guarantee period, if any.

Bank Guarantee (BG) for Security Deposit shall be entertained for value \geq Rs.1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at [Annexure-X](#).

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

8.2 ~~In the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee Earnest Money deposit (EMD) shall be retained as Security Deposit which shall be refund after 30 days on receipt and acceptance of equipment/material(s).~~

~~OR in case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.~~

8.3 No interest shall be payable on Security cum Performance Guarantee/ Security Deposit.

8.4 [PDIL Vadodara](#), however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.

8.5 Performance Guarantee / Security deposit shall be refunded after 30 days of completion of Guarantee / Warranty period / Completion of delivery on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

9.0 **Price reduction clause**

In the event of delay in completion beyond contractual completion period, price reduction @0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).

10.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

11.0 **Statutory obligation and Safety Rules (For AMC/ ARC)**

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non-compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

	GENERAL CONDITIONS OF CONTRACT (GCC) ANNEXURE - IIIB	PVMM/Service/18-19/E-09/101023/ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 3 OF 3	

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should possess good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

12.0 Termination

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.

13.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

14.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises (DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

15.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

	SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC	PVMM/Service/18-19/E-09/101023 /ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 1 OF 2	

- 1.0 **SCOPE OF JOB** : Interior and Exterior Painting of Office Building and Boundary Wall of PDIL, Vadodara as per General Specification of Job Doc. No. PVCV-TS-0203, Rev.0 dt.17.07.2018 (Annxure-IV) & Schedule of Rates doc. No. PVCV-SOR-0943, Rev.0 Dt. 17.07.18 (Annxure-V) enclosed with this ITB.
- 1.2 The schedule of Rates shall be read in conjunction with Commercial Terms, General / Technical Specifications.
- 1.3 **PRICE BASIS:** The bidder shall quote **item wise Unit rates and Total amount in attached Schedule of Rates (Doc. No. PVCV-SOR-0943, Rev.0 Dt. 17.07.18)**. The quoted Prices shall be **Duly executed the job at PDIL, Vadodara Office basis inclusive of all** cost of material, labour, equipment & machineries needed to complete job, all other associated cost with consumables and all taxes & duties **EXCEPT GST which shall be applicable as indicated by bidder in ACTC/Separately. No extra payment shall be made.**
- 1.4 **FIRM PRICE:** Prices shall remain FIRM till execution of complete job.
- 2.0 **Bids will be evaluated on the basis of Pre-Qualification Criteria(PQC)** mentioned in Annexure-I. The Offer, not meeting the **Pre-Qualification Criteria(PQC)**, shall not be considered for further evaluation.
- 3.0 **PART ORDER/SPLIT ORDER:** Part Order / Split Order is **NOT APPLICABLE** for this tender, hence, evaluation shall be carried out on overall basis.
- 4.0 **DISCREPANCIES IN QUOTED PRICES:** **The prices must be written both in figures and words. Unit prices shall be considered correct in the event of any discrepancy with regard to total price. In the event of difference, prices written in words shall be valid & binding. If the bidder has submitted prices in the price schedule & also on their own letter head/format, the prices written in the Price Schedule shall be considered valid & binding, in case of any discrepancy.**
- 5.0 **Goods & Service Tax (GST):** GST shall be paid **EXTRA as applicable as per GST law** against **GST Registration Number Only. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) and enclose copy of GST registration certificate alongwith unpriced offer.**
- 5.1 **PDIL shall avail Input Credit against payment of GST** hence, this **credit amount to PDIL will be considered while evaluating the price** for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit.
- 5.2 Imposition of any new taxes & duties and changes in quoted taxes & duties after issuance of LOI/PO by statutory authorities during contractual period shall be considered on production of documentary evidence.
- 6.0 **COMPLETION PERIOD:** **Four (04) Months** from the **date of PO/LOI**.
- 7.0 **PAYMENT TERMS:** 100% payment shall be made within 30 days of submission of your invoice duly certified by Contact Person, PDIL **for actual quantity of executed services/Work.**
- 7.1 Invoice for payment shall be submitted to Engineer-Incharge/Contact person of PDIL who shall forward after certification with reference to SOR terms/General note & Tech. Spec terms, to Finance for payment.
- 7.2 The mode of Payment to Supplier/Contractor in PDIL is generally E-Payment through RTGS/NEFT. To facilitate the same, **Successful Bidder to fill up the required details in the format for E-Payment through RTGS/NEFT (Refer Annexure-VIII) and submit the same alongwith EMD in Envelope-A.**
- 7.3 **If you are eligible/entitled for any privilege/benefit under any statutory body/act/law like MSMED Act 2006 for MICRO/MEDIUM/SMALL Scale Company etc, please submit the valid documentary evidence and clearly indicate in your offer.**
- 8.0 **PERFORMANCE SECURITY DEPOSIT:** As per **clause no.8.0 of GCC (Annexure-IIIB)**.

	SPECIAL CONDITIONS OF CONTRACT (SCC) ANNEXURE - IIIC	PVMM/Service/18-19/E-09/101023 /ANX-IIIC	0
		DOCUMENT NO	REV
		SHEET 2 OF 2	

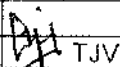
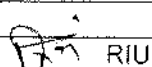

- 9.0 CONTACT PERSON/EIC for OPERATION OF ORDER/CONTRACT:** This order/contract shall be operated by contact person of PDIL **Mr. D K Karamata, HOD(CE, PE, Comp), PDIL, Vadodara E-mail: dkkaramata@wro.pdilin.com** or his authorized representative.
- 10.0 SAFETY PRECAUTIONS:** It shall be the responsibility of contractor that all the required safety appliances shall be used with due care and precautions by the contractor's personnel **as per the requirement of the work or as advised by the Engineer-in-Charge/Contact Person while executing work. The contractor shall strictly ensure & comply in respect of SAFETY PRECUATION as per Clause No. 5.0 of General Specification of Job Doc. No. PVCV-TS-0203, Rev.0 dt.17.07.2018.**
- 11.0 OTHER GENERAL TERMS & CONDITIONS:**
- 11.1 The contractor shall strictly observe and follow relevant Government contract rules and their amendments from time to time.
- 11.2 Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.
- 11.3 The Contractor shall obtain necessary labour license, if required, for the labour employed by them and shall ensure that the same is maintained till the completion of the job.
- 11.4 The Contractor's personnel deployed at PDIL's premises, shall be the employees of contractor for all legal purposes and consequences.
- 11.5 On acceptance of the contract by contractor, it shall be deemed that PDIL is indemnified towards any liabilities, if any, arising out of this contract.
- 11.6 The contractor shall ensure that the personnel employed by them do not engage in any undesirable or unlawful activities at the work site, failing which the contractor shall be liable to replace them with other suitable hands and the Contractor shall liable to make good to PDIL any losses caused by their activities without prejudice to the right of PDIL to terminate the contract without any liability on the part of PDIL.
- 12.0** In case of an irreconcilable conflict between General Conditions of Contract, Special Conditions of Contract, terms specified in Special Conditions of Contract shall prevail.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 1 OF 12	

ANNEXURE - IV

ITB No. PVMM/Service/18-19/E-09/101023

**GENERAL SPECIFICATION
FOR
INTERIOR AND EXTERIOR PAINTING WORKS OF OFFICE
BUILDING AND BOUNDARY WALL
AT
SAMTA, SUBHANPURA
VADODARA**

0	17-07-18	17-07-18	FOR ENQUIRY	 TJV	 RIU	 DKK
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD

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	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 2 OF 12	

1.0 SCOPE OF WORK

The scope of work of contractor specified in this document shall includes but not be limited the following.

- 1.1 The scope of work includes Interior, Exterior and Boundary wall Painting as specified in SOR on old surface of building, Projects & Developoment India Limited, Samta, Subhanpura, Vadodara – 390023. The scope also includes providing & erecting necessary scaffolding requires carrying out the above mention work, crack filling etc. The description of detail scope of work given above is brief and indicative only. All other associated works required to complete the painting works shall be under the scope of work.
- 1.2 Technical Specifications given herewith shall be read in conjunction with detailed job specifications for the items described in the Schedule of Rates. In case of conflict, the provision as per Schedule of Rates shall prevail. All work under this bid shall conform to the requirement of relevant Indian Standard Codes / C.P.W.D. Specification (latest). However, in case of discrepancy / anomaly the conditions given in Technical Specifications herewith shall prevail or the same shall be decided by Owner and shall be binding on contractor.
- 1.3 Owner shall have the power to cause contractor to purchase and use such materials of particular make or from a particular source, which in the opinion of Owner would be necessary for proper and reasonable compliance with the specification and for execution of work.
- 1.4 Owner shall have general supervision and direction of work. Owner has authority to stop work, wherever such stoppage may become necessary to ensure the proper execution of work under this contract. He shall also have authority to inspect and reject any work and materials which do not confirm to the specification, to direct the application of contractor's forces to any portion of work as in his judgment is required to order the said force to be increased or decreased and to decide questions which arise in the execution of work. No claim, whatsoever, will be entertained by Owner on this account.
- 1.5 The above inspection shall, however, not relieve contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or repairing the same.
- 1.6 If it shall appear to Owner or his representative that any work has been executed with unsound or imperfect workmanship or with materials of any inferior specifications or that any materials or articles provided by him for the execution of work are unsound or of a quality inferior to those contracted for or otherwise not in accordance with contract. Contractor shall redo the work as per direction and discretion of Owner.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 3 OF 12	

1.7 Minor repairs (like repairing broken edges of walls, filling depressions etc.) with POP/wall care putty) will be carried out by contractor before starting painting work, at no extra cost. Same will be accounted for in his quoted rates.

2.0 **CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK**

Contractor shall be solely responsible for the manner and the method of executing work. Work shall be subject to approval of Owner from time to time for purpose of determination of the question whether work is being executed by Contractor in accordance with Contract.

It shall always prevail on all else that contractor agrees to give guarantee, of his work in the foregoing manner which shall remain valid till the release of Security Deposit.

3.0 **COMPLIANCE OF ENTIRE PROVISION IS OBLIGATORY TO CONTRACTOR**

It shall always prevail, unless otherwise specifically states that the entire provisions of the tender document have been opened upon and accepted for compliance by the Contractor without any reservation.

4.0 **CONDITION OF WORK**

4.1 Total quantum of work may vary. The quantity of any individual item may vary to any extent or may be excluded altogether. Contractor shall not be entitled to any compensation on account of such variation and omission from the scope of work.

4.2 Contractor shall first visit the site and inspect the condition of existing building etc. before submitting quotation.

4.3 No extension of time shall be allowed.

4.4 OWNER: Means Projects & Development India Ltd. Baroda

5.0 **WORKING AND SAFETY REGULATION**

The contractor will observe all statutory and legal requirements issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site.

In case of accident, PDIL shall be informed in writing forthwith.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 4 OF 12	

The contractor shall strictly follow regulations laid down by Govt. and State authorities in this regard.

Contractor shall be responsible for workman's compensation insurance and will ensure all his personnel employed for the execution of work against any personal injury that may be sustained by them in course of execution of work. Contractor shall be solely liable for any loss or damage of any nature arising out of accident or any reason in connection with the execution of work.

6.0 RATES

The rates quoted by the contractor shall be inclusive of all labour, materials, tools necessary for executing the work except GST.

7.0 PAYMENT TERMS

As per General / special condition of contract.

8.0 SUBMISSION OF BILLS

Contractor shall submit bills and record of measurement for work executed by him. Claims put up by contractor after Submission of bill shall be deemed to have been waived and extinguished and hence shall not be considered.

9.0 TECHNICAL SPECIFICATION

9.1.0 GENERAL

Specification of materials and workmanship shall be as described in the Central Public Works Department specification latest Vol. I & II including amendments unless otherwise specified. These CPWD specifications shall be deemed to form part of this contract. The contractor shall procure and maintain copies of the CPWD specifications at site for reference.

These Technical Specifications shall be supplementary to the specifications contained in the CPWD specifications, where at variance, these technical specifications shall take precedence over the provision in the CPWD Specifications.

Materials should be of the best approved quality obtainable and they shall comply to the respective Indian standard specifications. Samples of all materials shall be got approved before placing order and the approved sample shall be deposited with the owner.

The work shall be executed as per standard engineering practice and specification.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 5 OF 12	

The quantities given in schedule of rates are approximate and are given only for the guidance for quoting rates. Payments on bills shall, However, be made on actual measurement of quantities taken jointly at site.

Transport of all materials shall be the contractor's responsibility and it shall be at their own risk and cost. No compensation for any damage done by rain or traffic or any means during the execution of the work shall be made by PDIL.

9.2.0 **SCAFFOLDING**

Wherever scaffolding is necessary, it shall be erected and nothing extra will be paid against this. it shall be erected on double supports ties together by horizontal pieces, over which scaffolding planks will be fixed No ballies, bamboos or planks shall rest on or touch the surface which is being white washed Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls.

9.3.0 **SURFACE PREPARATION**

Before any exterior cement paint is applied on the surface, the walls shall be cleaned and free from all loose or foreign matters by using Wire Brush and sand papers. Wall putty shall be used to make good all holes before painting.

9.4.0 **MEASUREMENTS**

Length and breadth shall be measured correct to a cm. and area shall be calculated in Sq.m. correct to two places of decimals. Measurements shall be done as per IS: 1200 unless otherwise specified in this document.

9.5.0 **EXTERIOR EMULSION PAINT**

The Exterior Emulsion Paint shall be "Snowcryl-XT" of M/s. Snowcem India Ltd. or APEX ULTIMA of Asian Paint or Weather coat of lewis Berger or its equivalent approved brand and manufacturing. The brand name shall be mentioned in the quotation & procedure including filling of cracks by using with cement based putty of approved brand.

9.5.1 In the case of old work, the loose pieces and scales shall be removed and the surfaces shall be cleaned of all dust, old white or colour wash by scrubbing, brushing and washing. The surface shall then be allowed to dry. It shall then be sand prepared to give a smooth and even surface. Pitting in plaster shall be made good and coat of Exterior Emulsion paint shall be applied over plaster after wetting them thoroughly.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 6 OF 12	

9.5.2 Application of paint:

First of all removed accumulated fungus, the loose pieces and scales, and the surfaces shall be cleaned of all dust, old white or colour wash by scrubbing, brushing, Sanding and washing. Applying exterior primer of approved brand and manufacture. All hair line cracks shall be filled with cement based putty of approved brand and manufacture. The first and second coat of paint shall be applying with proper recommended dilution as per manufacture specification. The third coat of paint shall also be applying if needed. Finish shall be without any shades, proper hiding of the walls and patch less.

9.6.0 WHITE WASHING

9.6.1 Where white wash is indicated, 3 coats of white wash shall be applied. The surface shall present a smooth and uniform finish.

9.6.2 White wash shall be prepared from lime slaked at site and mixed and stirred with 5 litres of water for one kg. of unsalted lime to make a thin cream. The cream shall be screened through a clean, coarse cloth and suitable adhesive such as DDL or equivalent as per manufacturer specification. About 1.3 kg of sodium chloride in hot water shall also be added for every 10 kg. of lime for making the coat hard and rule resistant. Indigo shall also be mixed @ 3 gm/Kg of lime. Each, coat shall be allowed to dry before next coat is applied. When dry, the wash should show no sign of cracking. One coat consists of application with brushes in horizontal stroke followed by vertical stroke.


9.7.0 CEMENT PAINT

9.7.1 Cement paint shall comply with IS: 5410 specification for cement paint, of colour as required.

9.7.2 Where shown on drawings for external surfaces of sand faced plaster, or any other surface, two coats of cement paint shall be applied of tint and shade as approved by PDIL.

9.7.3 The surfaces shall be prepared as specified for white washing. Before applying cement paint the surface shall be thoroughly wetted to control surface suction. The surface shall be moist but not dripping wet, when the paint is applied. Not less than 24 hours shall be allowed between the two coats. In hot weather the first coat shall be slightly moistened before applying the second coat.

9.7.4 On external plastered surfaces, sand faced or plain plastered and concrete surfaces, cement paint shall be vigorously scrubbed on to work the paint into the voids and provide a continuous paint film free from pin holes and other

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 7 OF 12	

openings. Curing shall be done between the coats and for at least 2 days following the final coat.

9.8.0 **PLASTIC EMULSION PAINT**

Plastic emulsion paint as per IS 5411 of approved brand and manufacture and of the required shade shall be used

9.8.1 **PREPARATION OF PAINT**

The paint mix, shall be continuously stirred while applying for maintaining uniform consistency. Number of coats shall be as per item description. The painting shall be laid evenly and smoothly by means of crossing and laying off. The crossing and laying off consists of covering the area with paint, brushing the surface are at first, then brushing alternatively in opposite direction 2/3 times and then finally brushing lightly in a direction at right angles to the same. In this process, no brush marks, no hair marks no clogging of paint puddles shall be permitted. The full process of crossing and laying off with constitute one coat.

The paint shall be applied by means of brush or roller.

Before starting painting with plastic emulsion paint, the prepared surface shall be reacted with two coats of primer consisting of cement primer whitening and plastic emulsion paint shall start only after the preceding coat has become sufficiently hard to resist brush marking. Subsequent coats of plastic emulsion paint shall also be started after the preceding coat is dried by evaporation of water content.

The surface of finishing shall present a flat, velvets smooth finish, even and uniform shade without patches, marks, paint drops etc.

9.8.2 **PRECAUTIONS:**

- i. Brushes shall be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush. Old brushes, if used shall be completely dried of turpentine / oil paints by washing in warm soap water.
- ii. No oil base puttied shall be used in filling cracks / holes.
- iii. Washing of painted surface shall not be done within 3-4 weeks of application.
- vi. Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 8 OF 12	

9.8.3

PROTECTIVE MEASURES:

All nails shall be removed. Pitting in plaster shall be made good with plaster of paris mixed with dry distemper of colour to be used. The surface then shall be rubbed down again with a fine grade sand paper and made smooth. A coat of distemper shall be applied over the patches. The surface shall be allowed to dry thoroughly before the regular coat of distemper is allowed.

The surface affected by moss, fungus, algae efflorescence shall be treated in accordance with IS 2395.

9.9.0

SYNTHETIC ENAMEL PAINT

Synthetic Enamel Paint (conforming to IS 2932) of approved brand and manufacture and of the required colour shall be used.


In painting doors and windows, the putty round the glass panes must also be painted but care must be taken to see that no Paint stains etc. are left on the glass. Tops of shutters and surfaces in similar hidden locations shall not be left out in painting. However, bottom edge of the shutters where the painting is not practically possible, need not be done nor any deduction on this account will be done but two coats of primer of approved make shall be done on the bottom edge before fixing the shutters.

9.9.1

PREPARATION OF SURFACE:

Where the existing paint is firm and sound it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose particles dusted off. All patches and cracks shall then be treated with stopping and filler prepared with the specified paint. The surface shall again be rubbed and made smooth and uniform.

- I. Synthetic enamel paint of approved brand and manufacture and of the required colour shall be used for the top coat and an under coat of shade to match the top coat as recommended by the manufacture shall be used.
- II. One coat of specified paint of shade suited to the shade of the top coat shall be applied after rubbing with the finest grade of wet abrasive paper to ensure a smooth and even surface, free from brush marks and all loose particles dust off.
- III. Top coats of specified paint of required shade shall be applied after the first coat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure properly uniform glossy surface.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 9 OF 12	

9.10.0 ANTI-CORROSIVE BITUMASTIC PAINT

Ready mixed paint (conforming to IS 158) shall be of approved brand and manufacture. It shall be black, lead free, acid-alkali-heat-water resistant.

9.10.1 PREPARATION OF SURFACE:

Where the existing Paint is firm and sound it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose particles dusted off. All patches and cracks shall then be treated with stopping and filler prepared with the specified Paint. The surface shall again be rubbed and made smooth and uniform.

The drying time between consecutive coats, however, shall be not less than 3 hours.

9.11.0 POLISHING WITH READY MADE WAX POLISH

The polishing shall be done with bees waxing prepared locally or with readymade wax polish of approved brand and manufacture, as stipulated in the description of item.

Where bees waxing are to be prepared locally, the following specifications for the same shall apply.

Pure bees wax free from paraffin or stearine adulterants shall be used. Its specific gravity shall be 0.965 to 0.969 and melting point shall be 63 degree C. The polish shall be prepared from a mixture of bees wax, linseed oil, turpentine and varnish in the ratio of 2 : 1.5 : 1 : 0.5 by weight.

The bees wax and boiled linseed oil shall be heated over a slow fire. When the wax is completely dissolved the mixture shall be cooled till it is just warm and turpentine and varnish added to it in the required proportions and the entire mixture shall be well stirred.

9.11.1 PREPARATION OF SURFACE:

The wood work shall be cleaned of all smoke and grease by washing with lime water. The surface shall then be washed with soap and completely dried. Knots shall be cut to a slight depth. Cracks and holes shall be cleaned of dust. The knots, cracks etc. shall then be filled in with wood putty made as follows:

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 10 OF 12	

On a piece of wood say 20 x 15 cm face and on the side where cross grains appear, a small quantity of glue size shall be poured and the surface scraped with the edge of a fine carpenter's chisel. Very fine wood powder shall be mixed with the glue and the stiff paste thus formed shall be used for the filling.

The fillings when dry shall be rubbed down with a carpenter's file and then the entire surface shall be rubbed down perfectly smooth with medium grained and fine sand papers and wiped with dry clean cloth so that it presents uniform appearance. In no case shall sand papers be rubbed across the grains, as in this case even the finest marks will be visible when the varnishing is applied.

9.11.2 **APPLICATION:**

The polish shall be applied evenly with a clean soft pad of cotton cloth in such a way that the surface is completely and fully covered. The surface is then rubbed continuously for half an hour.

When the surface is quite dry, a second coat shall be applied in the same manner and rubbed continuously for one hour or until the surface is dry.

The final coat shall then be applied and rubbed for two hours (more if necessary) until the surface has assumed a uniform gloss and is dry, showing no sign of stickiness.

The final polish depends, largely on the amount of rubbing which should be continuous and with uniform pressure with frequent changes in the direction.

9.12.0 **CLEANING OF CLADDING**

Cleaning of cladding work by using standard cleaning materials with the help of either scaffolding or wire rope trolleys. Front sides of the building (G+4) is covered with cladding partially. The chemical / cleaning material should be of good quality so that no damage /corrosion occurs to Cladding

9.12.1 **CLEANING PROCEDURES:**

The method of cleaning should correspond to the degree of contamination. The methods described below are standard cleaning procedures, and in actual operation the Contractor shall

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 11 OF 12	

select the appropriate method among them or to combine them appropriately corresponding to the state of contamination.

9.12.1.1 SLIGHT CONTAMINATION

Wipe with a soft cloth using either fresh water or warm water, or wash with automatic cleaning machine using fresh water.

Wash the surfaces with a piece of sponge or soft cloth, using a 0.5 to 1.0% solution of a neutral detergent and then wipe off the solution with a dry soft cloth. In this way, most of the ordinary contaminants including dust, soot, dirt, bird droppings etc. can be removed.

- a) Gently rub off oily substances adhering to the surface, such as paint, grease, tar etc. with a piece of cloth dipped in a solvent such as alcohol, benzene, thinner etc.
- b) By rubbing with a piece of soft cloth to which a cleaning agent containing a fine abrasive (350 mesh or less) has been applied, most of the substances still adhering can be removed.

9.12.2 SELECTION OF DETERGENT

The correct type of detergent must be used for the cleaning operation and in particular the following points must be adhered to in the selection of detergent:-

- a) Only neutral detergent should be used. Acidic or alkaline detergents should not be used.
- b) When using an abrasive detergent, a detergent containing particles finer than 350 mesh should be used.
- c) A detergent which can be easily removed after cleaning should be selected.
- d) Detergents that are viscous and sticky should not be used.
- e) A non-toxic detergent which does not require the wearing or protectors such as gloves etc. during application is desirable.

	PROJECTS & DEVELOPMENT INDIA LTD	PVCV-TS-0203	0
		DOCUMENT NO.	REV.
		SHEET 12 OF 12	

- f) Detergents in general shall not cause damage to the Building surfaces whether immediate or in the long run.

9.13.0 NOTE:-

All internal painting works shall be done only on Saturday, Sunday and Declared Holidays.

9.14.0 LIST OF APPROVED MAKES:-

Premium/1st quality paints to be used of the following makes

1. Acrylic Exterior Paint : Nippon, Asian, ICI, Berger, Nerolac
2. Synthetic enamel Paint : Nippon, Asian, ICI, Berger, Nerolac
3. Acrylic emulsion paint : Nippon, Asian, ICI, Berger, Nerolac
4. Adhesive (for mixing in white wash) : DDL(M/S Pidlite), SDL(M/S Chemisol)
5. Wall care putty : Altek, ICI, Berger, JK, Birla



**PROJECTS & DEVELOPMENT INDIA
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PVCV- SOR-0943

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

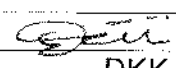
REV


SHEET 1 OF 3

ANNEXURE-V (PRICE SCHEDULE)


ITB No. PVMM/Service/18-19/E-09/101023

**SCHEDULE OF RATE
FOR
INTERIOR AND EXTERIOR PAINTING
WORKS OF OFFICE BUILDING AND BOUNDARY WALL
AT
SAMTA, SUBHANPURA
VADODARA**

0	17.07.2018	FOR ENQUIRY	 TJV	 RIU	 DKK
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

		SCHEDULE OF RATES FOR INTERIOR AND EXTERIOR PAINTING WORKS OF OFFICE BUILDING AND BOUNDARY WALL AT SAMTA, SUBHANPURA, VADODARA ANNEXURE-V (PRICE SCHEDULE)			PVCV- SOR-0943 DOCUMENT NO. Page 2 of 3	
Sl. No.	Code No.	Description of Items	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
		GENERAL NOTE:	-	-	-	-
		a) The prices are to include for work at any height / depth and for all necessary scaffolding etc. as required.	-	-	-	-
		b) The existing lime colour wash which exists on sand face & even face plaster shall be removed completely by using sand paper etc., then cleaning and washing etc.. as per direction of EIC. The colour and shade of waterproof cement paint shall be decided by EIC. Holes and uneven area shall be filled with wall putty as per instruction of EIC.	-	-	-	-
		c) All materials such as lime, fevicol or equivalent for mixing in lime, ready mixed waterproof cement paint, snowcem or equivalent brand and readymade paint for doors & windows etc., shall be approved by EIC before procurement/bringing to site. Brand names of all the material shall be specified in the quotations.	-	-	-	-
		d) Tenderer shall first visit the site i.e. PDIL Office and acquaint himself regarding location as well as the jobs are to be done before submitting quotations.	-	-	-	-
		e) The operation of each coat shall consist of a stroke of the brush given from the top downwards, another from the bottom upwards over the first strokes and similarly one stroke horizontally from the right and another from the left before it desires.	-	-	-	-
		f) Payment shall be done as per actual measurement taken jointly at site.	-	-	-	-
		g)The quantities given in schedule of rates are approximate and are given only for the guidance for quoting rates. Payments on bills shall, However, be made on actual measurement of quantities taken jointly at site.	-	-	-	-
		h)Quoted rates shall be inclusive of all charges for Labour, Materials, Tools / Tackels etc. for execution of complete job except GST.	-	-	-	-
1	A-01	Providing and applying white washing prepared from quick lime, necessary blue and glue of approved quality in required quantities including necessary preparation of surfaces to give an even shade complete as directed: On Old work (two or more coats)	Sq. M	480.00	RS. (In Figure) _____ Rupees (In Words) _____	RS. (In Figure) _____ Rupees (In Words) _____
2	A-02	Providing & applying one or more coats of plastic paint of approved brands like ICI / Asian Paints or equivalent inside building on wall, ceiling, chajja etc. with one coat of primer of approved shed & make including scaffolding, levelling the complete wall surface with Birla white putty, smoothening the surface etc. complete as directed by Engineer- in-Charge.	Sq. M	4000.00	RS. (In Figure) _____ Rupees (In Words) _____	RS. (In Figure) _____ Rupees (In Words) _____

(Bidder's Signature and Seal)

		SCHEDULE OF RATES FOR INTERIOR AND EXTERIOR PAINTING WORKS OF OFFICE BUILDING AND BOUNDARY WALL AT SAMTA, SUBHANPURA, VADODARA ANNEXURE-V (PRICE SCHEDULE)			PVCV- SOR-0943 DOCUMENT NO. Page 3 of 3	
Sl. No.	Code No.	Description of Items	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
3	A-03	Supplying & painting wall at any level with premium Acrylic smooth exterior paint with silicone additives "Snowcyl-XT" of M/s. Snowcem India Ltd. or APEX ULTIMA of Asian Paint or Weather coat of lewis Berger of required shade on old work (Two or more coats) applied as per manufacture's cataloge as directed by E.I.C. The rate includes for making suitable arrangement, scaffolding etc. in all complete. (Two or more coat applied @ 1.67 ltr/ 10 sqm)	Sq. M	1925.00	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
4	A-04	Providing and applying waterproof cement paint such as SNOWCEM PLUS or its approved equivalent brand and manufacture of required shade and colour on old work such as brick walls, exposed surfaces of plain concrete / RCC, rain water pipes, etc., to give an even shade including necessary preparation of surfaces, curing, etc., complete as directed. Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 liters/10 sqm complete including cost of Priming coat.	Sq. M	550.00	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
5	A-05	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	Sq. M	80.00	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
6	A-06	Polishing on wood work with ready made wax polish of approved brand and manufacture : On Old work	Sq. M	190.00	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
7	A-07	Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade : One or more coats on old work	Sq. M	60.00	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
8	A-08	Cleaning of cladding work by using standard cleaning materials with the help of either scaffolding or wire rope trolleys. Front sides of the building (G+4) is covered with cladding partially. The chemical / cleaning material should be of good quality so that no damage /corrosion occurs to Cladding. (The rate is inclusive of all types of safety measures, equipments/apparatus & PPEs & all types of anchoring, hanging, scaffolding or any other similar types of equipments to execute the job).	Lump Sum	-	RS. (In Figure) _____ Rupees (In Words) _____ _____	RS. (In Figure) _____ Rupees (In Words) _____ _____
GRAND TOTAL AMOUNT (Rupees in Words _____)						GRAND TOTAL Rs. (in Figure) _____

(Bidder's Signature and Seal)



PROJECTS & DEVELOPMENT INDIA
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PVCV- SOR-0943

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DOCUMENT NO.

REV


SHEET 1 OF 3

ANNEXURE-V (UNPRICED) SCHEDULE


ITB No. PVMM/Service/18-19/E-09/101023

**SCHEDULE OF RATE
FOR
INTERIOR AND EXTERIOR PAINTING
WORKS OF OFFICE BUILDING AND BOUNDARY WALL
AT
SAMTA, SUBHANPURA
VADODARA**


0	17.07.2018	FOR ENQUIRY			
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

		SCHEDULE OF RATES FOR INTERIOR AND EXTERIOR PAINTING WORKS OF OFFICE BUILDING AND BOUNDARY WALL AT SAMTA, SUBHANPURA, VADODARA ANNEXURE-V (UNPRICED SCHEDULE)			PVCV- SOR-0943 DOCUMENT NO. Page 2 of 3	
Sl. No.	Code No.	Description of Items	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
		GENERAL NOTE:	-	-	-	-
		a) The prices are to include for work at any height / depth and for all necessary scaffolding etc. as required.	-	-	-	-
		b) The existing lime colour wash which exists on sand face & even face plaster shall be removed completely by using sand paper etc., then cleaning and washing etc.. as per direction of EIC. The colour and shade of waterproof cement paint shall be decided by EIC. Holes and uneven area shall be filled with wall putty as per instruction of EIC.	-	-	-	-
		c) All materials such as lime, fevicol or equivalent for mixing in lime, ready mixed waterproof cement paint, snowcem or equivalent brand and readymade paint for doors & windows etc., shall be approved by EIC before procurement/bringing to site. Brand names of all the material shall be specified in the quotations.	-	-	-	-
		d) Tenderer shall first visit the site i.e. PDIL Office and acquaint himself regarding location as well as the jobs are to be done before submitting quotations.	-	-	-	-
		e) The operation of each coat shall consist of a stroke of the brush given from the top downwards, another from the bottom upwards over the first strokes and similarly one stroke horizontally from the right and another from the left before it desires.	-	-	-	-
		f) Payment shall be done as per actual measurement taken jointly at site.	-	-	-	-
		g)The quantities given in schedule of rates are approximate and are given only for the guidance for quoting rates. Payments on bills shall, However, be made on actual measurement of quantities taken jointly at site.	-	-	-	-
		h)Quoted rates shall be inclusive of all charges for Labour, Materials, Tools / Tackels etc. for execution of complete job except GST.	-	-	-	-
1	A-01	Providing and applying white washing prepared from quick lime, necessary blue and glue of approved quality in required quantities including necessary preparation of surfaces to give an even shade complete as directed: On Old work (two or more coats)	Sq. M	480.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
2	A-02	Providing & applying one or more coats of plastic paint of approved brands like ICI / Asian Paints or equivalent inside building on wall, ceiling, chajja etc. with one coat of primer of approved shed & make including scaffolding, levelling the complete wall surface with Birla white putty, smoothing the surface etc. complete as directed by Engineer- in-Charge.	Sq. M	4000.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"

(Bidder's Signature and Seal)

		SCHEDULE OF RATES FOR INTERIOR AND EXTERIOR PAINTING WORKS OF OFFICE BUILDING AND BOUNDARY WALL AT SAMTA, SUBHANPURA, VADODARA ANNEXURE-V (UNPRICED SCHEDULE)			PVCV- SOR-0943 DOCUMENT NO. Page 3 of 3	
Sl. No.	Code No.	Description of Items	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
3	A-03	Supplying & painting wall at any level with premium Acrylic smooth exterior paint with silicone additives "Snowcrl-XT" of M/s. Snowcem India Ltd. or APEX ULTIMA of Asian Paint or Weather coat of lewis Berger of required shade on old work (Two or more coats) applied as per manufacture's cataloge as directed by E.I.C. The rate includes for making suitable arrangement, scaffolding etc. in all complete. (Two or more coat applied @ 1.67 ltr/ 10 sqm)	Sq. M	1925.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
4	A-04	Providing and applying waterproof cement paint such as SNOWCEM PLUS or its approved equivalent brand and manufacture of required shade and colour on old work such as brick walls, exposed surfaces of plain concrete / RCC, rain water pipes, etc., to give an even shade including necessary preparation of surfaces, curing, etc., complete as directed. Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 liters/10 sqm complete including cost of Priming coat.	Sq. M	550.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
5	A-05	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	Sq. M	80.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
6	A-06	Polishing on wood work with ready made wax polish of approved brand and manufacture : On Old work	Sq. M	190.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
7	A-07	Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade : One or more coats on old work	Sq. M	60.00	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
8	A-08	Cleaning of cladding work by using standard cleaning materials with the help of either scaffolding or wire rope trolleys. Front sides of the building (G+4) is covered with cladding partially. The chemical / cleaning material should be of good quality so that no damage /corrosion occurs to Cladding. (The rate is inclusive of all types of safety measures, equipments/apparatus & PPEs & all types of anchoring, hanging, scaffolding or any other similar types of equipments to execute the job).	Lump Sum	-	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"	RS. (In Figure) "QUOTED IN PRICE BID" Rupees (In Words) "QUOTED IN PRICE BID"
GRAND TOTAL AMOUNT (Rupees in Words "QUOTED IN PRICE BID")						GRAND TOTAL Rs. (in Figure) "QUOTED IN PRICE BID"

(Bidder's Signature and Seal)


	AGREED COMMERCIAL TERMS & CONDITIONS (ACTC) ANNEXURE-VI	PVMM/Service/18-19/E-09/101023/ANX-VI	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

This ACTC should be duly filled and to be **Submitted/uploaded, as applicable** alongwith unpriced offer:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION / ACCEPTANCE
1.0	BIDDER'S NAME & ADDRESS with Telephone & FAX no., Name of Contact Person, Email ID	
1.1	BIDDER'S OFFER NO. & DATE	
2.0	Confirm Submission of Earnest Money Deposit OR MSME/NSIC document as per Clause 2.2 of Annexure-II of ITB.	
3.0	Confirm submitted all the relevant documents as per requirement of Annexure-I, in respect of PQC.	
4.0	Confirm submitted Price Confirmation Copy (Unpriced Schedule) - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties along with un-priced techno commercial bid.	
4.1	Confirm submitted Price in PDIL's Price schedule (Annexure-V) for all items	
5.0	Confirm acceptance of SCOPE OF WORK & TECHNICAL ENQUIRY SPECIFICATIONS & Terms & Conditions as per Annexure-IV , of ITB.	
6.0	Confirm acceptance of Commercial Terms & Conditions of ITB as per GCC (ANNEXURE-IIIB) and SCC (Annexure-IIIC).	
7.0	CONFIRMATION OF FOLLOWING TERMS AND CONDITIONS:	=====
7.1	Confirm PRICE BASIS – The QUOTED Prices are based on duly executed the services as per ITB and shall be FIRM and inclusive of all charges except GST.	
7.2	GST shall be Extra as Applicable as per law. Indicate Present applicable rate in percentage (%)	Extra : SGST @ ___% + CGST @ ___% OR Extra : IGST @ ___%
7.2.1	PDIL shall avail Input Credit against payment of GST and The amount of input credit to PDIL will be considered while evaluating the price for which necessary documents shall be provided by the bidder to enable PDIL to avail the credit, Please Confirm.	
7.2.2	Indicate GST REGISTRATION No. (Enclose copy of Certificate)	
7.2.3	In Case GST is not applicable, Confirm that you are not coming under the purview of GST Registration.	
7.2.4	Indicate HSN/SAC Code	
7.3	Confirm acceptance of PAYMENT TERMS AS PER ITB.	
7.4	Indicate PAN Card No. (Enclose copy)	
7.4.1	In Case submitted PAN card is in Individual name, Please Confirm that the person whose name is indicated on PAN card is “SOLE PROPRIETOR” of the company and note that income from the subject contract shall be under the indicated PAN No.	
7.5	Confirm PERFORMANCE SECURITY AS PER ITB	
7.6	Confirm COMPLETION PERIOD AS PER ITB	
7.7	Confirm acceptance of PRICE REDUCTION CLAUSE as per clause no. 9.0 of GCC (Annexure-IIIB) of ITB.	
7.8	Confirm acceptance of VALIDITY of Offer (90 Days from technical Bid opening date)	
7.9	We hereby Confirm that we are neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution and a self declaration on our letterhead (as per Annexure-VII) regarding the above has been submitted with unpriced bid.	
7.10	CONFIRM THAT The invitation to Bid together with all its attachments thereto shall be considered to be read, understood and accepted by the Bidder while submitted their offer.	
7.11	It is confirmed that in case any of the TERMS & CONDITIONS mentioned in this Summary are at variance with those indicated anywhere else in our offer, the conditions indicated in this summary shall prevail.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

	DECLARATION BY BIDDER ANNEXURE – VII	PVMM/Service/18-19/E-09/101023 /ANX-VII	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

(To be submitted on Bidder's Letterhead as per below performa)

DECLARATION

To,
Projects & Development India Ltd.,
Vadodara-390023

Subject : ITB No. _____ Dt. _____

Sir,

We hereby declare that M/s _____ is neither put on holiday nor Black-Listed by any Government/PSU/Private Firm or Financial Institution.

Signature:

Name:

Designation:

Seal of the Bidder:

	RTGS/NEFT FORMAT FOR E-PAYMENT ANNEXURE – VIII	PVMM/Service/18-19/E-09/101023 /ANX- VIII	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

Date:

To,

Projects & Development India Ltd.
PDIL, Bhawan, Samta, Subhanpura,
Vadodara-390 023.
Gujarat.

Dear Sir,

With reference to your letter/E-mail, we hereby agree to accept the payment of our bills through "EFT/RTGS/Internet". The bank account details are as given below:

1	Beneficiary's Name	
2	Name of the Bank (to which payment should be sent)	
3	Branch name	
4	Address of the Branch	
5	STD Code No. and Telephone no. of Branch	
6	Branch Code	
7	9 digit code no. of Bank & Branch as appearing on the MICR cheque (copy of cancelled cheque must be enclosed.)	
8	Bank account number (As appearing on the cheque book)	
9	Account type (SB/CA/CC)	
10	Branch IFSC Code (Applicable only for RTGS payments)	
11	Copy of blank cancelled cheque or photocopy of a cheque for verifying the accuracy of the 9digit code number to be enclosed.	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete.


(Signature of Account Holder)
Seal of the Vendor

Encl : Cancelled Cheque No.

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (PDIL vendor) is maintained at our bank branch .

(Name of Bank & Branch)
Authorized Signatory

**** Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to PDIL office.


	DETAILS OF CONTRACTOR / COMPANY (for updating Award of Contract at CPP Portal (e-publishing)) ANNEXURE – IX	PVMM/Service/18-19/E-09/101023/ANX-IX	0
		DOCUMENT NO	REV
		SHEET 1 OF 1	

In Case of Order, the contractor shall provide the below information [for updating Award of Contract at CPP Portal \(e-publishing\)](#), without fail.

SI	PARTICULARS	BIDDER'S COMMENTS
1.0	CONTRACTOR'S/COMPANY NAME	
2.0	CONTACT PERSON	
3.0	CONTACT PERSON'S DATE OF BIRTH	
4.0	COMPANY'S REGISTRATION NO.	
5.0	COMPANY'S REGISTERED ADDRESS	
6.0	COMPANY'S ESTABLISHMENT YEAR	
7.0	COMPANY'S NATURE OF BUSINESS	
8.0	COMPANY'S LEGAL STATUS (TICK √ appropriate option)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> UNDERTAKING
		<input type="checkbox"/> JOINT VENTURE
		<input type="checkbox"/> PARTNERSHIP
		<input type="checkbox"/> OTHERS
9.0	COMPANY CATEGORY (TICK √ appropriate option)	<input type="checkbox"/> MICRO
		<input type="checkbox"/> SMALL
		<input type="checkbox"/> MEDIUM
		<input type="checkbox"/> ANCILLARY UNIT
		<input type="checkbox"/> PROJECT AFFECTED PERSON OF THIS COMPANY
		<input type="checkbox"/> SSI
		<input type="checkbox"/> OTHERS
10.0	With reference to GOI Gazette Notification No.503 dt.26.03.12, Please confirm whether you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and submit documentary evidence in this respect.	
11.0	Further to Above, If you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and OWNED BY SC/ST ENTREPRENEURS, please confirm and submit documentary evidence issued by government authority in this respect.	

DATE :

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

	SECURITY CUM PERFORMANCE BANK GUARANTEE FORMAT ANNEXURE – X	PVMM/Service/18-19/E-09/101023/ANX-X	0
		DOCUMENT NO	REV
		SHEET 1 OF 2	

SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.


WHERE AS M/s _____ (Seller) a Company incorporated in _____ and having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warranties which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warranties then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.

	SECURITY CUM PERFORMANCE BANK GUARANTEE FORMAT ANNEXURE – X	PVMM/Service/18-19/E-09/101023/ANX-X	0
		DOCUMENT NO	REV
		SHEET 2 OF 2	

4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of