

# **Tender Document**

**For**

**“External Water proof Painting works at  
Warje, Pune at BAIF Development  
Research Foundation, Warje, Pune”**

## INDEX

Chapter 1: TENDER INVITATION DOCUMENT	3
Chapter 2 : INSTRUCTIONS TO TENDERERS	5
Chapter 3: LETTER OF ACCEPTANCE	10
Chapter 4: ARTICLES OF AGREEMENT	11

**INVITATION FOR QUOTATIONS FOR “Water proof painting works at BAIF Development Research Foundation”**

Date **13.01.2025**

1. **BAIF DEVELOPMENT RESEARCH FOUNDATION** invites bids for the External Waterproof Painting works detailed in the table. Interested bidders may submit bids for the works indicated in the table below.
2. Bidding documents and all related information may be obtained from the office of **BAIF DEVELOPMENT RESEARCH FOUNDATION, Warje, Pune**. Phone No. 02025231661 / 64700175 from **16.01.2025 to 24.01.2025** for a non-refundable fee of Rs. 300/- in the form of cash or Demand Draft on any Scheduled bank payable at **Pune** in favour of BAIF DEVELOPMENT RESEARCH FOUNDATION. Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of **BAIF Development Research Foundation**. Bid security will have to be in the form of Demand Draft on any Scheduled bank payable at **Pune** in favour of BAIF DEVELOPMENT RESEARCH FOUNDATION and shall have to be **valid for 90** days beyond the validity of the bid.
4. Bids must be delivered to **BAIF Development Research Foundation, Warje, Pune, Maharashtra** on or before **15.00 hours** on 24<sup>th</sup> January **2025** and will be opened on the same day at **15.30 hours**. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Bids submitted beyond this date, will be rejected.
5. The address for communication is as under:  
**BAIF Development Research Foundation**  
BAIF Bhavan, Dr. Manibhai Desai Nagar  
Warje, Pune 411058, India  
**Phone** : 91-20-25231661 / 64700175  
**Fax** : 91-20-25231662  
**E-mail** : [baif@baif.org.in](mailto:baif@baif.org.in)

**TABLE**

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Cost Of Document (Rs.)</b>	<b>Period of Completion</b>
1.	External Water proof painting work at Warje, Pune.	Rs. 300/-	<b>45 days</b>

**INVITATION FOR QUOTATIONS FOR “External Water proof Painting works at Warje, Pune.**

Date: 08.01.2025

Dear Sir/Madam,

Sub: INVITATION FOR QUOTATIONS FOR **“External Water proof painting works, at BAIF Development Research Foundation, Warje, Pune.”**

1. You are invited to submit your most competitive quotation for the following works:

<b>Brief Description of Works</b>	<b>Approximate value of Works (Rs.)</b>	<b>Period of Completion</b>	<b>Scope of work</b>
External Water proof Painting works at Warje, Pune.	To be worked out by Bidder.	45 days months from the award of contract	External Water proof painting work at BAIF Development Research Foundation, Warje, Pune.

2. To assist you in the preparation of your quotation, we are enclosing the following:

- i. Detailed Bill of Quantities
- ii. Instructions to Bidders (in two sections).
- iii. Draft Contract Agreement format which will be used for finalising the agreement for this Contract.

You are requested to provide your offer latest by 15.00 hours **on 24<sup>th</sup> January 2025**

We look forward to receiving your quotations and thank you for your interest in this project.

Authorized signatory

**BAIF Development Research Foundation**  
BAIF Bhavan, Dr. Manibhai Desai Nagar  
Warje, Pune 411058, India  
**Phone:** 91-20-25231661 / 64700175  
**Fax:** 91-20-25231662 **E-mail:** baif@baif.org.in

## INSTRUCTIONS TO BIDDERS

### SECTION - A

1. **Scope of Work**

**BAIF Development Research Foundation, Warje, Pune** (Employer) invites quotations for the works as detailed in the Table below:

<b>Brief description of works</b>	<b>Approximate value of works (Rs.in Lakh)</b>	<b>Period of Completion</b>	<b>Scope of work</b>
<b>External Water proof Painting</b> works at BAIF Development Research Foundation, Warje, Pune.	To be worked out by Bidder.	45 days from the award of contract.	<b>External Water proof painting</b> at BAIF Development Research Foundation, Warje, Pune.

The successful bidder will be expected to complete the works by the intended completion period as specified above.

2. **Qualification of the bidder:**

a. **Authorised applicator of Dr. Fixit water proofing systems**

**OR**

b. **Satisfactorily completed as prime contractor (or as a sub-contractor duly certified by the employer/main contractor) at least one similar work of value not less than Rs. 20 Lakh OR satisfactorily completed as prime contractor (or as a sub-contractor duly certified by the employer/main contractor) at least two similar works of value not less than Rs.15 Lakhs each.**

c. **The following work will be considered as similar - Building External water proof Painting with Dr. Fixit waterproofing solutions.**

d. **Average Annual turnover minimum 40 Lakh in last 3 years (documentary proof to be submitted).**

3. The bidders should have valid GST Registration Number and PAN Number in the name by which the quotation is being submitted. In case of proprietorship, the bidder shall give a self-declaration for the same.

4. **Bid Price**

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

**5. Submission of Quotations**

- a) The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- b) Each bidder shall submit only one quotation.
- c) The quotation submitted by the bidder shall comprise of the following:-
  - I. Quotation in the format given
  - II. Cash or DD of processing of Rs 300 and

The bidder shall seal the quotation in an envelope addressed to **BAIF Development Research Foundation, Warje, Pune** and title it as **“For submission of External Water proof Painting works at BAIF Development Research Foundation, Warje, Pune.”**

- d) Quotations must be received in the office of **BAIF Development Research Foundation, Warje, Pune**, not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.
- e) Any quotation received by **BAIF Development Research Foundation, Warje, Pune** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

**6. Validity of Quotation**

Quotation shall remain valid for a period not less than 90 days after the deadline specified for submission.

7. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

**8. Evaluation of Quotations**

The Employer (BAIF) will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified above;
- (b) Are properly signed; and
- (c) Conform to the terms and conditions, specifications and drawings without material deviations.

**9. Award of contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered among the lowest three evaluated quotation prices, who meets the specified qualification criteria and who agrees comprehensively to all the terms and conditions mentioned in this document and agrees to enter into an agreement as given below. BAIF will reserve the right for finalisation of bidder amongst the lowest three bidders.

- a. The party whose quotation is accepted will be notified of the award of contract by the Employer prior to expiry of the validity period of the quotation. The terms of the accepted offer shall be incorporated in the purchase order.
- b. The contract may be given to more than one bidder/s as found suitable if they agree to provide the material at the least price offered.
- c. The contract shall be terminated at any point of time if the quality of material delivered, scope of work and specifications are not found to be satisfactory. The payment for amount of work done till date shall be released in favour of the bidder, only after satisfactory inspection by BAIF.
- d. Arrangement of water and electric power and any other machine and equipment (as cranes, excavators etc.) necessarily required for installation, transportation and handling etc. will be within the scope of the bidder. Bidders are requested to provide all such costs.
- e. The bidder shall submit work completion report mentioning the amount of work done.

**10.** Notwithstanding the above, the Employer reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations any time prior to the award of the contract.

**11.** The bidder whose bid is accepted, will be notified of the award of contract by the Employer prior to expiry of the validity period of the quotation.

**12.** Bid security of unsuccessful bidders will be refunded prior to expiry of the validity period of the quotation.

**13. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver the performance security (either a bank guarantee or a bank draft in favour of BAIF Development Research Foundation, Warje Pune for an amount equivalent of 2% of the contract price) to BAIF Development Research Foundation, Warje, Pune. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 15.

**14. Defect Liability Period**

The Defect liability period for the work is 12 (Twelve) months from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in the construction free of cost to the Employer, failing which the retention amount mentioned in the document is liable to be forfeited.

**15.** Purchase of all materials including paint, etc. as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

**QUOTATION**

**Description of the Works:** “External Water proof Painting works at BAIF Development Research Foundation, Warje, Pune”

**To:**

**BAIF DEVELOPMENT RESEARCH FOUNDATION,**

**WARJE, PUNE**

**Sub.:** Quotation for “External Water proof Painting works at BAIF Development Research Foundation, Warje, Pune.

**Ref.:** Request for quotation dated 15.01.2025 from **BAIF Development Research Foundation, Warje, Pune.**

**Sir/ Madam,**

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price of -

Rs.\*\* \_\_\_\_\_ [in figures]

Rs.\*\* \_\_\_\_\_ [in words] including taxes.

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 90 days as required in Clause 6 of the Instructions to Bidders.

We hereby confirm agreeing to all the terms and conditions mentioned in this document.

Yours faithfully

Authorised Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

\*\*To be filled in by the Bidder



**LETTER OF ACCEPTANCE-CUM-NOTICE TO PROCEED WITH THE WORK**  
**(LETTERHEAD OF THE EMPLOYER)**

Dated: \_\_\_\_\_

To: \_\_\_\_\_ [Name and address of the Contractor]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_

[Amount in words and figures], is accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 2% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of .....(Employer) shall be valid till the expiry of the period of maintenance i.e. up to \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, the contract for the above said work stands concluded.

Yours faithfully

**Authorised Signature**

**Name and title of Signatory**

**Draft Agreement form for “Water proofing works & painting at BAIF Development Research Foundation, Warje, Pune”**

## ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2025, between **BAIF Development Research Foundation, Warje, Pune** (hereafter referred as First Party) or its authorized representative and \_\_\_\_\_ (Name of the Contractor, hereafter referred as second party), S/O \_\_\_\_\_ resident of \_\_\_\_\_, to execute the work of **External Water proof Painting works at BAIF Development Research Foundation, Warje, Pune** on the following terms and conditions.

### 1. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_ as mentioned in the Offer.

### 2. Payments under the contract:

Payments to the second party for the construction work will be released by the first party in the following manner:

Payments at each stage will be made by the first party:

(a) On the second party submitting Running accounts bills (RA bills) for completed works and minimum value of RA bill should be Rs. 3 Lakhs;

(b) On certification of the invoice by the Engineer-In-Charge nominated by the first party with respect to quality of works in the format.

### 3. Retention Amount:

- a. At 3% of the bill value shall be deducted from running bill of the said work.
- b. The amount so retained will be refunded after successful completion of the defect liability period which is 12 months from the completion of the work or one full monsoon season whichever occurs later.
- c. Total 5% of contract value is to be retained till virtual completion of the work (3% retained from RA bills, 2% submitted at contract finalisation). 50% of the amount so retained, will be released after virtual completion of the work and remaining 50% will be released after successful completion of the defect liability period which is 12 months from the completion of the work or one full monsoon season whichever occurs later. Refund of this retention amount depends on successful work completion certified by Engineer-In-Charge appointed by the first party.

### 4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, shall issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage

completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

**5. Completion time**

The works should be completed in **45 days** from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

**6.** If any of the compensation events mentioned below prevents the work from being completed by the intended completion date, the first party will decide on the extension of the intended completion date by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

**7.** Any willful delay on the part of the second party in completing the works within the stipulated period will render him liable to pay liquidated damages @Rs.5000 per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 1% of the contract amount given as performance security.

**8. Duties and responsibilities of the first party**

- (a) The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorised personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- (b) The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- (c) Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

- (d) The Engineer or such other person as may be authorised by the first party shall hold meetings once a month where the second party or his representative at site will submit the latest information including progress report and difficulties encountered if any, in the execution of the work. The entire team may jointly inspect the site on a particular day to take stock of the activities.
- (e) The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified within the time specified in the Engineer's notice, the first party as well as the engineer nominated, may instruct stoppage or suspension of the works. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

**9. Duties and responsibilities of the second party**

The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ site engineer to carry out the works;
- c) regularly supervise and monitor the progress of works;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding progress of works;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the built assets to the first party.
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

## **10. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the costs incurred by the Contractor.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

## **11. Securities**

The Performance Security/Security deposit shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

## **12. Termination**

12.1 The Employer may terminate the Contract if the second party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The contractor stops work for 20 days and the stoppage has not been authorised by the Engineer;
- (b) The Contractor has become bankrupt or has gone into liquidation other than for a reconstruction or amalgamation;
- (c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) The Contractor does not maintain a security which is required;

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **13. Payment upon Termination**

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less

advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

- 13.2 If the Contract is terminated at the convenience of the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**14. Dispute settlement**

If any dispute arises between the two parties, relating to any aspect of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of an agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD, to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. BAIF shall not be responsible for any damage to life and/or property during execution of work on field.

**From -**

Date :

Name -

Address -

Telephone Number -

Contact Person -

Type of Firm -

Proprietary / Partnership / Company

Permanent Account Number (PAN) -

**To,****BAIF Development Research Foundation,****Warje, Pune.****SUB: Water proofing works at Warje, Pune.**

Dear Sir,

We are pleased to submit our quotation for the above referred work as follows:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Qty.</b>	<b>Total Amount</b>
1	External Water Proof Paint works at Warje, Pune as per attached Annexure-I	01 Job	
Grand Total			

Amount in Words:

## Note:

We will also ensure that there will not be any inconvenience to visitors to the Campus.

We have visited the site and understood the working conditions and scope of work and will not claim any extra on account of any additional item that may come up during execution.

We will be responsible for any injury or death of the workers during execution and will not claim any compensation regarding the same.

Applicability of GST Tax - Yes / No

GST Registration Number -

Submission of Bills -

After completion of the work

Terms of Payment -

within 10 days after submission of bill

Quotation Valid up to -

90 days from last date of submission.

Last Date of Submission -

24.01.2025

Name &amp; Signature with stamp

BILL OF QUANTITIES

**Name of Work: External Water Proof Painting Work for Admin. Building and Canteen at BAIF, Warje, Pune.**

No.	Description	Qty.	Unit	Rate	Amount
01	Wall Coating including opening up the major cracks with hand cutter, filling cracks with Dr. Fixit Crack-X Pest Or equivalent, removing loose plaster from the affected areas and re-plastering the same. Applying wall coating in following stages i) Applying primer coat of Dr. Fixit prime seal ii) Applying first coat of Dr. Fixit rain coat iii) Applying second coat of Dr. Fixit rain coat				
A	For Admin. Building	11164	Sq. M		
B	For Canteen	668	Sq. M		
2	Providing & applying waterproofing coat of Dr fixit on terrace/Chajja/boxes following the below process i) Removing/scraping all loose plastering on Brick bat coba from damaged area, opening the cracks & sealing it with Dr Fixit-Crack X, ii) Applying primer coat of Dr. Fixit prime seal, iii)Applying 2nd coat of Dr Fixit new coat with fiber glass mesh iv) Applying 3rd /Top coat of Dr Fixit new coat.				
		333.12	Sq.m		
	Sub-Total				
	Add Tax				
	<b>Grand Total</b>				
<b>Amount in Words:</b>					

Seal of Contractor

Signature of Contractor

Date