

# **Tender Document**

**For**

**Supply and Application of high albedo paint at  
concrete roof surfaces selected anganwadis in  
Kattakada Panchayat, Thiruvananthapuram**

**Tender No: EMC/41/2024-ETB-6/04-01**



**Energy Management Centre - Kerala,  
Sreekariyam.P.O  
Thiruvananthapuram - 695 017  
Kerala**

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## **SECTION-I**

### **SUMMARY**

#### **1. Tender Number & Title**

**Tender No:** EMC/41/2024-ETB-6/04-01

**Tender Title:** Supply and Application of high albedo paint at concrete roof surfaces selected anganwadis in Kattakada Panchayat, Thiruvananthapuram, Kerala.

**About EMC:** Energy Management Centre –Kerala (EMC) was established in 1996 as an autonomous organization under the Department of Power, Government of Kerala. Government of Kerala, vide G.O (P) No./3/03/PD dated 18.12.2003 has notified Energy Management Centre (EMC) as the State Designated Agency (SDA) to co-ordinate, regulate and enforce the provisions of the Energy Conservation Act, 2001 within the State of Kerala.

#### **2. Background**

Energy Management Centre has put forward a scheme named 'Kulirma' to harness the potential of cool roof technology as a means to mitigate the heat in buildings. As part of this scheme, EMC is promoting the application of coatings that possess the ability to reflect sunlight and limit heat absorption. As a direct consequence, indoor temperatures can be significantly lowered, thereby decreasing the necessity for fans and air conditioners. Under the 'Kulirma' project, the Energy Management Centre has outlined a multifaceted approach. This includes enhancing public awareness about the benefits of cool roofs, extending financial and technical support for implementing cool roofing in public buildings, and offering guidance to individuals interested in adopting cool roofing techniques.

EMC has decided to apply high albedo paint coatings to 6 buildings identified in Kattakada Panchayath.

Sl. No.	Building type	Number of buildings
1	Anganwadis	6
	Total	6

### 3. TERMS & CONDITIONS

**Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and short listed as per the eligibility criteria and technical qualifications. All documents in support of technical qualifications shall be submitted on sealed covers. Failure to submit any of the requisite documents will attract disqualification. Bids short listed by this process will be taken up for opening the financial bid.

**Opening of Financial Bids:** Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date's section.

#### **c. Documents Comprising Bid:**

i. The First Stage (Pre-Qualification or Technical Cover based on 1<sup>st</sup> cover of 2 cover tender system):

Pre-Qualification or technical proposal shall contain the following documents, which every bidder has to submit:

As mentioned in Clause 8 of Section II.

ii. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given along with this tender.

Fixed price: Unit rates quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

#### **d. Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay a tender document fee of Rs. 500/- + GST (18%) and Earnest Money Deposit or Bid Security of Rs. 4103/-. With the provisions of G.O (P) No.2/2019/SPD dated 24/01/2019, EMD and Tender fees are exempted for MSME in Kerala with Valid Udyog Aadhaar Number / Udyam Registration. The proof of same shall be submitted along with Tender submittals in the Technical Bid. The Bid security is required to protect EMC against the risk of Bidder's conduct, which would warrant the forfeiture of bid security. No bidders are exempted from paying the EMD and the tender fees.

#### 4. Tender Schedule/Critical Dates

<b>Publish Date</b>	19/02/2024	<b>Bid Submission start Date</b>	20/02/2024
<b>Document Download Start Date</b>	19/02/2024	<b>Bid Submission End Date</b>	26/02/2024
<b>Clarification Start Date</b>	19/02/2024	<b>Date of opening of technical cover</b>	28/02/2024
<b>Clarification End Date</b>	23/02/2024	<b>Date of opening of price bid</b>	29/02/2024

## **SECTION-II**

### **INSTRUCTION TO BIDDERS**

#### **1. Eligible Bidders**

- 1.1 This invitation for Bids is open to all eligible bidders as per the eligibility criteria of this bidding document and that possess necessary license/certificate issued by Competent Authorities.
- 1.2 The bidder shall be high albedo paint applicant certified/empanelled by the paint company supplying high albedo paint. The bidder shall be able to supply and apply high albedo paint, which should have an SRI (Solar Reflectance Index) value of 90 or more and also the warranty should be minimum of 3 years.

#### **2. Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the ENERGY MANAGEMENT CENTRE-KERALA, hereinafter referred to as "EMC ", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **3. The Bidding Documents**

- 3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders risk and may result in the rejection of its bid.

#### **4. Amendment of Bidding Documents**

- 4.1 At any time prior to the deadline for submission of bids, EMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 4.2 The amendment will be notified in the website and will be binding on all the bidders who submit the tender document.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, EMC may, at its discretion, extend the deadline for the submission of bids.

## **5. Preparation of Bids**

### **5.1. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and EMC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

### **5.2. Documents comprising the Bid**

The bid prepared by the Bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule
- b) Documentary evidence established in accordance with the relevant clause that the Bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- c) Documentary evidence established in accordance with the relevant clause that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
- d) Earnest Money Deposit furnished details.

## **6. Bid Prices**

- 6.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole works as described in the invitation for bid based on the schedule of unit rates submitted by the bidder.
- 6.2 The bidder shall fill in rates and prices for all items described in the Schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by EMC when executed and shall be deemed to have been covered by the other rates in the schedule of quantities.
- 6.3 Fixed price  
The unit rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.
- 6.4 Price adjustment  
Rates quoted by the bidder shall not be subject to adjustment during performance of the contract to reflect the change in the costs of labor and material components.



6.5 The Tenderer shall quote the rates including all taxes, duties and levies. But the successful tenderer shall produce proof of payment of all taxes and duties. The Tenderer shall submit the bid for the complete scope of the work and submission for part of the work will be rejected.

## **7. Bid Currencies**

For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

## **8. Documents Establishing Bidders' Eligibility and qualifications**

8.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this bidder shall meet the following qualification criteria as a minimum.

8.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to EMC's satisfaction that, the Bidder has the financial and business capability necessary to perform the Contract. To, this end, all bids submitted shall include the following information.

- Details of empanelment with the paint manufacturer/company and related experience documents of the last three years.
- Copy of balance sheet and Profit & Loss statement for last three years duly certified by Chartered Accountant.

## **9. Earnest Money Deposit (EMD)**

9.1 The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for the amount as Online NEFT transfer as per the following bank account of EMC or Demand Draft to Director Energy Management Centre drawn from any nationalized bank Payable at Trivandrum. With the provisions of G.O (P) No.2/2019/SPD dated 24/01/2019, EMD is exempted for MSMEs registered in Kerala with Valid Udyog Aadhaar Number / Udyam Registration. Energy Management Centre

Account Name	Energy Management Centre
Account No	32860100005883
Bank and Branch	Bank of Baroda, Ullur Branch
IFSC Code	BARBOULLOOR

9.2 The Earnest Money Deposit (EMD) is required to protect EMC against the risk of Bidder's conduct, which would warrant the security's forfeiture.

9.3 The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be refunded as promptly as possible, after the expiry of the period of bid Validity as prescribed in these documents

9.4 The Earnest Money Deposit (EMD) of the successful bidder will be adjusted towards the security deposit that will have to be deposited for the satisfactory fulfillment of the contract.

9.5 No interest shall be paid by EMC on the Earnest Money Deposit (EMD) furnished by the bidder.

9.6 The Earnest Money Deposit (EMD) may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In the case of successful Bidder, if the Bidder fails:
  - I. To sign the contract in accordance; or
  - II. To furnish performance security.

## **10. Validity of Bids**

10.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by EMC, A bid valid for a shorter period shall be rejected by EMC as non-responsive.

10.2. In exceptional circumstance, EMC may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or mail). The bid security provided under shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

## **11. Variations in bidding conditions**

11.1 The bidder shall submit offer, which comply fully with the requirements of the bidding documents. Conditional bids are liable to be considered as non-responsive.

## 11.2. Bidder's Clarification

- a. The bidders can raise issues relating to the bid document and seek answers to queries on any matter before the bid clarification closing stage.
- b. The bidder is requested to submit any question in writing or by email to recheck before the submission of the bid clarification closing date of the bid.
- c. Clarifications on bid will be published on the website.

## 12. Submission of bids

### 12.1. Bid Submission

The bidders are required to submit their bids on the sealed covers to EMC

- a. The bid shall be in two parts viz. Pre-Qualification bid and Price bid
- b. The price bids of those who qualified in the pre-qualification criteria will only be opened.

12.2. The bidders are also required to forward the documents mentioned in the submittals part as hardcopy to Energy Management Centre Kerala within the date of closing of the tender.

## 13. Evaluation of Tender

13.1 The tender will be evaluated separately for technical bid and financial bid. The technical bid will be evaluated first, based on the eligibility of the tenderer and scope of work as attached in Section IV. The financial bid of only technically qualified bidders shall be opened. The tenderer who qualifies the technical bid and has quoted lowest financial bid shall be given the work.

## 14. Award of Contract

### 14.1. Award criteria

EMC shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest, provided further that the bidder has the capability and the resources to carry out the contract effectively.

14.2. EMC's Right to Accept Any Bid and to Reject Any or All Bids. EMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for EMC's action.

## **15. Notification of Award**

15.1 Prior to expiry of the period of bid validity prescribed in the bid documents EMC will notify the successful bidder by AOC (Award of Contract) confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of Contract referred to as "Letter of Acceptance") shall name the sum which EMC will pay to the tenderer in consideration of the execution, completion of the study by the tenderer as prescribed by the Contract (hereinafter and in the Conditions of the Contract).

15.2 The notification of the award will constitute the formation of the Contract.

15.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 17, EMC will notify the unsuccessful bidders that their bids have been unsuccessful.

## **16. Signing of Contract**

16.1 At the same time as EMC notifies the successful Bidder that its bid has been accepted, EMC will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

16.2 Within 7 days of receipt of the Contract form the successful Bidder shall sign and date the Contract and return it to EMC

16.3 A specimen of the form of contract is attached as Annexure 1.

## **17. Performance Security**

17.1 The successful tenderer shall sign the agreement within 15 days. On receipt of notification of contract from EMC, deposit of a sum equivalent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of earnest money deposited by him along with his tender.

17.2 The proceeds of the performance security shall be payable to EMC as compensation for any loss resulting from Contractor's failure to complete its obligations under the Contract.

17.3 The performance security shall be denominated in Indian Rupees and shall be in the following form:

1. At least 50% of the performance guarantee shall be in the form of Demand Draft Drawn in favor of Director EMC, Payable at Trivandrum; Remaining shall be in the form of Bank guarantee issued by a Nationalized Indian Bank/New Generation Bank/Scheduled bank/foreign bank operating in India.

2. The period of validity of security deposit shall be 60 days beyond the period of completion of all contractual obligations from the date of award of work.

17.4 The performance security will be discharged by EMC and returned to the tenderer after completion of the tenderer's performance obligations.

17.5 In the event of an increase in the Contract value, in actual execution, proportionate additional performance security shall be paid by the tenderer if called upon to do so.

17.6 In the event of a decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.

17.7 No interest shall be paid by EMC for the amount deposited as Performance security with EMC.

17.8 If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited will be forfeited by EMC. If the defaulting firm is a registered firm their registration is liable to be canceled.

17.9 In cases where a successful tender, after having made partial completion of work fails to fulfill the contracts in full, all or any part of the work have to be completed by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to carry out the work and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages to be recovered from the defaulting tenderer. Even in cases where no alternate assignments are arranged for the work not completed, the security deposit of the defaulter shall be forfeited.

## SECTION-III

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

1.1 In this contract, the following terms shall be incorporated as indicted

- a. "The Contract" means the agreement entered into between EMC and the Successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices and all incorporated by reference therein;
- b. "The unit rate" means the price payable to the tenderer per square meter of area where the high albedo paint is applied under Contract for the full and proper performance of its contractual obligations;
- f. The "EMC" SHALL mean ENERGY MANAGEMENT CENTRE-KERALA
- g. "The Tenderer/Contractor" means the successful bidder whose bid has been accepted by EMC and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
- h. Engineer-in-charge means the Engineer or any other authorized representatives of EMC who is empowered to take a decision on behalf of EMC for the purpose of the Contract.
- j. "GCC" means the General Conditions of Contract contained in this section.
- l. "EMD" means Earnest Money Deposit.

#### **2. Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### **3. Patent Rights**

The Contractor shall indemnify EMC against all third-party claim of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

#### **4. Inspection and Tests**

**4.1.** EMC or its representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests EMC requires and where they are to be conducted. EMC shall notify the Contractor in writing of the identity of any representatives, if retained for these purposes.

**4.2** Should any inspected or tested Goods fail to conform to the specifications, EMC may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to EMC.

**4.3.** EMC's right to inspect, test and, where necessary, reject the goods after the Goods' arrival at Destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by EMC or its representative prior to the Goods shipment from the country of origin.

## **5. Packing and Marking**

**5.1.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

**5.2.** The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, in any subsequent instructions ordered by EMC.

**5.3.** Each package shall be marked to indicate.

- |                               |                                    |
|-------------------------------|------------------------------------|
| a. Name of the Contractor     | b. Details of items in the package |
| c. Name of the Consignee      | d. Work order Number               |
| e. Gross, net and tare weight | f. Destination                     |

## **6. Delivery and Documents**

Delivery of the goods shall be made by the Contractor in accordance with the terms specified by EMC in its Schedule of Requirements and the Special Conditions of Contract.

## **7. Agreement**

The tenderer should submit, along with his tender, an agreement executed and signed in Kerala Stamp Paper of value Rs.200/- purchased in the Kerala State. And also the tenderer should send the hard copy of the same to Energy Management Centre Kerala within the stipulated date. A specimen form of agreement is given in the submittals of this tender. Tenders without the agreement in stamp paper will be rejected outright. But in deserving cases where agreement has not been received, the EMC may exercise discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the EMC is satisfied that the omission to forward the agreement

along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. The agreement received from a tenderer after the above time limit will not be considered.

## **8. Transportation**

**8.1** The Contractor is required under the Contract to deliver the Goods FOR Destination, specified in the Schedule of requirement. Transport of the Goods to the destination shall be arranged and paid for by the Contractor and the cost thereof shall be included in the contract price.

**8.2** Where the Contractor is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Contractor shall be required to meet all transport and storage expenses until delivery.

## **9. Insurance & Safety**

It is the sole responsibility of the successful bidder to furnish proper insurance coverage for his employees, equipment/instruments and all other properties for any possible damages/injuries that may be caused directly or indirectly during the course of the assignment.

The successful bidder shall be responsible for taking necessary permits and passes at Site and also to follow their safety guidelines while performing the energy efficiency study.

## **10. Incidental Services**

**10.1** As specified in the Special conditions of Contract, the Contractor may be required to provide any or all of the following services:

- a. Performance or supervision of on-site application of the high albedo paint;
- b. Furnishing of tools required for application of high albedo paint;
- c. Performance or supervision or maintenance, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract and

**10.2** Prices charged by the Contractor for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the Contractor for similar services.



## **11. Warranty/Guarantee/ Defect Liability Period**

**11.1** This warranty/guarantee/ defect liability period shall remain valid for minimum 3 years after the application of paint as per the contract, or any portion thereof as the case may be, have been delivered and commissioned to the final destination indicated in the Contract.

**11.2** EMC shall promptly notify the Contractor in writing of any claims arising under this warranty.

**11.3** If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, EMC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expenses and without prejudice to any other rights which EMC may have against the Contractor under the Contract.

## **12 Quality**

a) Paints/Coating of approved premium brand and manufacturer shall be used to ensure a solar reflective index value of 90 or above

b) Shelf life of the product shall be checked before application to ensure suitability.

## **13 Environmental Conditions**

a) Coating application shall be done only on recommended environmental conditions, solar exposure, rain, etc.

b) Sufficient measures shall be taken to protect the surface before and after the process as and when required, and proof shall be mentioned in the project execution report.

## **14. Unit rates**

Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not, vary from the prices quoted by the Contractor in its bid.

## **15. Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with EMC's prior written consent.

## **16. Liquidity Damages**

The EMC will consider the time at which delay in completion has occurred and extent of losses at that time with respect to such delays will be calculated. The maximum amount of liquidity damages shall be 10 % of the contract amount or actual losses calculated for 90 days

whichever is lower. If the delay exceeds more than 90 days, the contract is terminated at the risk and cost of the contractor.

### **17. Force Majeure**

The contractor shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majeure. A tenderer claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the Energy Management Centre disclosing the manner in and the period during which performance of its obligation is likely to be affected.

Force Majeure means Acts of God, wars or similar action affecting Kerala Civil Commotions or general strike (Excluding by its own employees) lying beyond the reasonable control.

### **18. Resolving Dispute**

a) Save where expressly stated to the contrary in the Agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to the agreement including disputes, if any, with regard to any acts, decision or opinion of EMC and so notified in writing by any party to the other parties shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (6) below

b) Either party may require such dispute to be referred to The Director, EMC and The Managing Director, ..... for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute.

c) If the dispute is not amicably settled within 30 days of such meeting between the two, the dispute may be referred to the Executive Committee of EMC and the decision of the Executive Committee shall be binding on both parties and shall be final.

### **19. Applicable law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

## SECTION-IV

### 1. Scope of Work

The scope of the work includes Supply and Application of high albedo paint at concrete roof surfaces of selected Anganwadis in Kattakada Panchayat, Thiruvananthapuram, Kerala.

#### 1. List of anganwadis

Sl. No	Place of Anganwadi	Anganwadi No
1	Kattakodu	29
2	Aamachal, Kuchupuram	42
3	Ambalathinkal, Keezhu	47
4	Paarachal, Mangalakkal	49
5	Killi, Manoottukonam	58
6	Panayamkode, Mailekonam	64

The broad scope of work will be as per the follows:

1. The surface preparation works including thorough cleaning off all dirt, rust, dust, oil, grease etc. by means of wire brush, sand paper, power wash etc., and be made perfectly clean/dry or as recommended by the product manufacturer.
2. Application of fungicide to remove heavy accumulations of fungi and algae or mould growth, if applicable.
3. Removal of bitumen based waterproofing treatments if existing, crack filling or repair of the existing terrace surface and parapet if required, etc.
4. Carrying out works for maintaining necessary slope including surface levelling, removal of loose particles, etc. and installing water drainage holes at suitable intervals.
5. Works ascertaining the product application based on the manufacturer's guidelines.
6. The number of coats, sequence of successive coats, curing, etc. shall be as per the indication of product technical instruction sheet.
7. Curing activities to ensure the service life of the surface coating obtaining the desired solar reflective index as specified in the product catalogue and technical instructions.
8. On-site inspection to ensure recommended coverage for applied coating, identify and execute the suitable procedures during the curing time. Inspect applied product after each application step to ensure proper application techniques and compliance with coverage rate minimums.
9. Producing the execution report including the procedures, product information, timeline, additional considerations, maintenance requirement etc. and obtaining the warranty documents related to the coating application.

# AGREEMENT

(Specimen of the contract agreement to be prepared and submitted in Rs.200/- Kerala Stamp paper at the time of award of contract)

## S.1 THE AGREEMENT

AGREEMENT made on this ....day of ..... 2024 between **DIRECTOR, EMC** having its..... (here in after called "the Employer or **DIRECTOR, EMC,** ") of the one part

And

Sri.....Of ..... and Company Limited incorporated under the.....and having its registered Office at..... (herein after called the **Contractor** or **Contractor**) of the other part.

## S.2 PREAMBLE

WHEREAS the Employer is desirous of Supply and Application of high albedo paint at concrete roof surfaces of selected School buildings and Anganwadis at Kattakada, Thiruvananthapuram, Kerala (hereinafter called "the work")

WHEREAS the Contractor has tendered for the ..... for the use of EMC as per Tender notificationNo.....Dated.....

And WHEREAS the EMC have been pleased to accept the contract as per work Order No.....in respect of the work mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfilment of this contract deposited Rs..... ie. a sum equal to..... to..... percent of the value of the contract as per Bank Draft No..... dated..... duly approved by Director, EMC.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned, the Contractor, will upon and subject to the conditions annexed, carry out and complete the said work shown upon and described by or referred to in the said Conditions.

The Employer will pay the Contractor the said contract amount Rs. ....

(Rs. .... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the

times and in the manner specified in the said Conditions.

### S.3 SCOPE OF THE AGREEMENT

#### S.3.1. Scope of work:

Objective: Supply and Application of high albedo paint at concrete roof surfaces of selected Anganwadis in Kattakada Panchayat.

#### 1. List of anganwadis

Sl. No	Place of Anganwadi	Anganwadi No
1	Kattakodu	29
2	Aamachal, Kuchupuram	42
3	Ambalathinkal, Keezhu	47
4	Paarachal, Mangalakkal	49
5	Killi, Manoottukonam	58
6	Panayamkode, Mailekonam	64

### S.4 FINANCIAL ARRANGEMENTS

S.4.1 In consideration of the work to be carried out, the EMC shall pay to ..... an amount of Rs ...../- (Rupees.....only) inclusive of all applicable taxes (presently at 18%) for undertaking this work.

### S.5 RESPONSIBILITIES OF ..... (The successful bidder).....

S.5.1 The..... shall quote the unit rates including all taxes and duties, levies including freight, insurance during transit, delivery and application at site. But the successful..... shall produce proof of payment of all taxes and duties.

S.5.1 The.....shall supply the proof of having done Supply & Application of High Albedo paint at concrete roof surfaces for at least 3 buildings of area in excess of 2000 sq.ft in the last three years with at least one order in excess of 3 lakhs during this period along with its performance certificate issued by the respective clients along with the tender. Also sales tax and income tax clearance certificate for the last 3 financial years shall be submitted along with the tender.

S.5.2. The time of completion shall not be changed unless the extension of the period is ordered by agreement authority in writing on the request of the bidder. EMC reserves the right of extension of time or not after taking into consideration of occurrence of an event which leads to delay the completion of work.

## S.6 **RESPONSIBILITIES OF EMC**

S.6.1 Fulfillment of all procedural, legal, commercial requirements for implementing the results of the ACTIVITY shall be the responsibility of the EMC.

## S.7 **COMPLETION OF ACTIVITY**

S.7.1 The ACTIVITY shall be deemed to have been successfully completed after supply and application of high albedo paint to selected anganwadis in the as hereinbefore by the ..... to the EMC.

S.7.2 In case of delay in the work execution based on the representation of the ..... is accepted by EMC in writing, the date of completion shall be further extended upto the period of extension in the completion of work accepted by EMC in writing.

## S.8 **RESULTS OF ACTIVITY**

S.8.1 If the results of Activity are such that intellectual property rights could be secured through legal instruments i.e., (patents / designs / trademark / copyright) then EMC shall apply, secure and maintain the rights. The decision of the Director of the EMC on whether or not intellectual property rights should be sought and the territory where these

shall be secured and final and binding on the ..... The ownership of intellectual property rights shall vest in the EMC.

S.8.2 The ..... shall not file any application for seeking intellectual property rights in its own name or in the name of its associates or any other person on any matter relating to the information disclosed to it by EMC. The ..... shall not also oppose or direct or cause any person to oppose any application seeking intellectual property rights relating to the ACTIVITY filed by EMC.

### **S.9 CONFIDENTIALITY**

S.9.1 During the tenure of the agreement both ..... and the EMC undertake on their behalf and on behalf of their employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data, exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with the agreement.

### **S.10 FORCE MAJEURE**

S 10.1. Neither PARTY shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the PARTY affected thereby shall give a notice in writing to other PARTY within one month of such occurrence of cessation. If the force majeure condition continues beyond one year the parties shall then mutually decide about the future course of action.

### **S.11 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT**

S.11.1 The agreement shall be effective from the date of signing and shall remain in force for a period of one year from the said date or till completion of the project .



S.11.2 The agreement shall be deemed to expire on completion of the period, as in clause S.11.1 unless extended by both the parties.

S.11.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of the agreement or otherwise by giving notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that PARTY's right to terminate this agreement.

S.11.4 In the event of termination of the agreement vide S.11.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by .....

**S.12 NOTICES**

S.12.1 All notices and other communications required to be served on the EMC under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the EMC at its last known address of business. Similarly, any notice to be given to the ..... shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the ..... at its registered address in .....

**S.13 AMENDMENT TO THE AGREEMENT**

S.13.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

**S.14 ASSIGNMENT OF THE AGREEMENT**

S.14.1 The rights and/or liabilities arising to any PARTY to this agreement shall not be assigned except with the written consent of the other PARTY and subject to such terms and conditions as may be mutually agreed upon.

**S.15 DISPUTE RESOLUTION**

a) Save where expressly stated to the contrary in the Agreement, any dispute, difference or controversy of whatever nature between the parties , howsoever arising under , out of or in relation to the agreement including disputes, if any, with regard to any acts, decision or opinion of EMC and so notified in writing by any party to the other parties shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (6) below

b) Either party may require such dispute to be referred to The Director, EMC and The Managing Director, ..... for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute.

c) If the dispute is not amicably settled within 30 days of such meeting between the two, the dispute may be referred to the Executive Committee of EMC and the decision of the Executive Committee shall be binding on both parties and shall be final.

S.15.1 Except herein before provided, any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration & Conciliation Act 1996.

S.16. Governing law of jurisdiction: In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court at Thiruvananthapuram, Kerala.

**SEAL OF PARTIES**

In witness whereof the parties have signed this agreement on the day, month and year mentioned hereinbefore

Parties

For and on behalf of .....

For and on behalf Of EMC

Signature

Name

Director

Signature

Name

Director

Seal

Seal

Witness: (Name& Address)

Witness: (Name & Address)

Date

Date