

TENDER
FOR
HIRE CHARGES
FOR
SETTING UP OF INFRASTRUCTURE FOR
REGIONAL SC/ST CONCLAVE & OTHER COINCIDING
EVENTS
AT
IDCO MANCHESWAR INDUSTRIAL ESTATE,
BHUBANESWAR



NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
1ST FLOOR, DIC CAMPUS, RASULGARH INDUSTRIAL ESTATE,
BHUBANESWAR– 751 010
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**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
1st Floor, DIC Campus, Rasulgarh Industrial Estate,
Bhubaneswar– 751 010**

Ref. No. : NSIC/NNSSH/BBSR//2018-19

Dated : 11.08.2018

M/s _____

Subject : Tender for Hire Charges for Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar

Dear Sir,

Blank tender documents in respect of the above mentioned work containing 40 pages as detailed on page 2 (Index) are forwarded herewith. Please note that sealed tender duly filled will be received in the office of Zonal General Manager (East-II) on or before dated: 17.08.2018 upto 15.00 Hrs.

The tender should be signed, dated and witnessed in all pages wherever provided for in the document and also all other pages should be initialed.

The tender, if submitted on behalf of firm, must be signed either by all the partners/ directors or a person holding a valid power of attorney as per Annexure-V of this tender document.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a power of attorney duly executed in his favour by directors or all the partners of the firm and must state specifically that he is authorized to sign such tenders for and on behalf of other person or firm as the case may be, all such matters pertaining to the contract including arbitration clause.

Corporation reserve the right to split the work among one or more tenderers.

This letter shall form part of the "CONTRACT" and must be signed and returned along with the tender document.

Yours truly,

ZGM (EAST-II)

Encl :- Pages 40

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
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I N D E X

S.NO.	DESCRIPTION	SERIAL PAGE
1	Covering letter to Tender Documents	1
2	Index	2
3	Notice Inviting Tender	3-4
4	Instructions to Tenders	5-11
5	Form of Tender	12-13
6	General Conditions of Contract	14-25
7	Special Conditions	26-27
8	Preamble to Schedule of Quantities	28
9	Schedule of Quantities	29-33
10	Enclosures (Six)	
	Annexure –I Performa of Agreement	34-35
	Annexure – II Performa of Bank Guarantee	36
	Annexure-III Format for Technical Experience	37
	Annexure –IV Layout Plan (subject to change as per our requirement)	38
	Annexure- V Performa of Power of Attorney	39-40
	Annexure-VI Format for Annual Turnover	41
	T O T A L P A G E S	41

NOTICE INVITING TENDER

Sealed item rate tenders are hereby invited under two bids system (Technical Bid & Price Bid) from experienced contractors having experience for execution of similar nature works so as to reach Zonal General Manager (East-II), NSIC Ltd., 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010 upto **1500 hrs. on 17.08.2018.**

A	Name of work	Tender For Hire Charges for Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar
B	Estimated Cost	Rs. 61 lac (Rupees Sixty One Lac Only)
B	Earnest Money	Rs. 1,25,000/- (Rupees One lakh twenty five thousand only) by demand draft/pay order in favour of “The National Small Industries Corporation Ltd.” payable at Bhubaneswar. However, tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of earnest money deposit on submission of the proof of the same along with their technical bid.
C	Cost of Tender (Non-refundable)	Rs. 590/- (payable in cash/ DD in favour of “The National Small Industries Corporation Ltd.” payable at Bhubaneswar). However, tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of cost of tender on submission of the proof of the same along with their technical bid.
D	Time of Completion	5 Days
E	Last date of submission of completed tender document	17.08.2018 up to 03.00 P.M.
F	Date of Opening (Technical Bid Only)	17.08.2018 at 03.30 P.M.
G	Date and time of technical presentation	18.08.2018 at 10.30 A.M.

The Blank Tender document (non-transferable) will be issued from 11.08.2018 to 17.08.2018 on all working days from the office of Zonal General Manager (East-II), NSIC Ltd., 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010.

1. Interested tenderers may also download the tender document from NSIC website. However, tender cost should be deposited in the form of a separate DD in favour of “The National Small Industries Corporation Ltd.” payable at Bhubaneswar in addition to EMD along with the technical bid. The tender not accompanied by the requisite tender cost (in case of downloaded tender documents) and earnest money in the prescribed form shall be summarily rejected.
2. However, tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of cost of tender and earnest money deposit on submission of the proof of the same along with their technical bid. Such tenderers should submit a self attested copy of valid registration certificate along with the technical bid (Envelope-I) in order to be considered for exemption from depositing tender cost and earnest money deposit.
3. The NSIC reserves the rights to reject any or all tender(s) wholly or partly without assigning any reason whatsoever.

ZGM (EAST-II)
NSIC LTD.

INSTRUCTION TO TENDERER

1. The tender shall be submitted in accordance with these instructions and any tender not conforming thereto is liable to be rejected. These Instructions shall form part of the Tender and the contract.
2. The tender documents will be issued to each tenderer comprising of these instructions, form of Tender with Appendix, General Conditions, Specifications, Drawings, Schedule of Quantities and the SPECIAL conditions, etc. of the above tender document. The drawings enclosed with the tender document are tentative only.
3. The Tender shall be filled in, signed with all particulars complete and submitted by the one duly authorised to do so. The Tenderer shall satisfy the Zonal General Manager (East-II) that he is competent and authorised to submit the tender and/or to enter into a legally binding contract with the Zonal General Manager (East-II) by furnishing documentary evidence in that respect.
4. The Tender shall be completed with all the documents set out in para 2 above and other documents set out in these instructions and elsewhere in the tender document.
5. The tenders shall be submitted in **TWO** separate sealed covers, superscribed with the name of work, due date of submission, in the following manner :-

Envelope-I- Technical Bid

Technical Bids in one sealed cover containing the forwarding letter of tender, demand draft for Rs 1,25,000/- (plus Rs. 590/- towards tender cost in case the tender document is downloaded from website/ CPP portal) drawn in favour of “**The National Small Industries Corporation Ltd.**” payable at **Bhubaneswar** towards earnest money, details of similar works executed including copies of completion certificate, copy of balance sheets for last three years/ CA certificate and entire tender document. However, tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of cost of tender and earnest money deposit on submission of the proof of the same along with their technical bid. Such tenderers should submit a self-attested copy of valid registration certificate along with the technical bid (Envelope-I) in order to be considered for exemption from depositing tender cost and earnest money deposit.

The tenderer should note that no financial information is to be given in the technical bid.

Envelope-II- Price Bid

One sealed cover containing the priced Schedule of Quantities (Schedule-A).

5. A CRITERIA FOR TECHNICALLY QUALIFYING THE TENDERER

Tenderer should submit following documents alongwith technical bid (**Envelope-I**) for their consideration:-

- (i) Tender Cost in prescribed form or proof of exemption i.e. self attested copy of valid certificate as mentioned at para-2 of Notice Inviting Tender.
- (ii) EMD in prescribed form and value or proof of exemption i.e. self attested copy of valid certificate as mentioned at para-2 of Notice Inviting Tender .
- (iii) At least 3 nos. of events/programme of similar nature for any Govt. Department/ PSU/ United Nations and /or it's Agencies of Minimum Value of Rs 50.00 lakhs (excluding tax) each executed during the last three years. Copies of relevant work orders and completion certificates to be submitted. Similar nature work means erection of water proof hanger structures for seminars/ conferences/ exhibitions complete with audio & video, lighting arrangements, seating arrangements/ dias, octonorm stalls for exhibitions etc. Separate duly filled up Format for Technical Experience (Annexure-III) for each eligible assignment to be submitted.
- (iv) Tenderer should have successfully completed at least two similar nature of events costing not less than Rs. 25.00 lakhs each (excluding tax) in order to ascertain that the tenderer has presence in Odisha and is also acquainted about the local norms/ approval required from authorities for successful completion of the event. Separate duly filled up Format for Technical Experience (Annexure-III) for each eligible assignment to be submitted. Copies of work order and completion certificates should also be enclosed.
- (v) Copy of Permanent Account Number (PAN)
- (vi) Copy of GST Registration certificate
- (vii) Copy of valid PF registration certificate.
- (viii) Interested tenderer should have achieved a minimum average annual turnover of Rupees Four (4) crore during last three financial years (2014-15, 2015-16 and 2016-17). Copies of audited balance sheets or a certificate issued by a Chartered Accountant indicating the turnover figures for the last three financial years (2014-15, 2015-16 and 2016-17) as per Annexure-VI need to be submitted
- (ix) The entire tender document (except the price bid portion/ Schedule of Quantities i.e. Annexure-A) duly signed by the power of attorney holder on all pages.
- (x) Power of Attorney in favour of authorized signatory as per prescribed performa provided at Annexure-V.

5.B Criteria for Award of work

(i) Tender Evaluation Criteria:

S. No	Evaluation Criteria	Maximum Score	Basis of marks to be allotted
1	Experience as per Clause 5(a)(iii) of the tender document above i.e. at least 3 nos. of events/ programme of similar nature for any Govt. Department/ PSU/ United Nations and /or it's Agencies of Minimum Value of Rs. 50.00 lakhs each (excluding tax) executed during the last three years	50 marks	30 marks subject to fulfillment of the technical eligibility as per Clause 5(A) (iii) of the Tender Document. 10 marks for each additional similar assignment of Rs. 50 lakhs (excluding tax) subject to a maximum of 2 such additional assignments)
2	Annual Turnover as per 5 (A) (viii) of the tender document i.e. interested tenderer should have achieved a minimum average annual turnover of Rupees 4 (Four) crore during last three financial years (2014-15, 2015-16 and 2016-17).	20 marks	17 marks subject to fulfillment of the technical eligibility as per Clause 5(A) (viii) of the tender document. Each additional average annual turnover of Rs. 2 Crore during last three financial years of similar assignments shall fetch 1 marks each subject to a maximum average turnover of Rs. 10 Crore during the last three financial years

(ii) Technical Presentation:

The bidders shall be required to make presentations up to 20 minutes to demonstrate their relevant credentials before the NSIC. The presentation shall broadly cover the following aspects. The maximum marks for the presentation shall be 30.

1. Approach and methodology
2. Description of minimum 2 assignments similar to this assignment

6. Opening of Financial Tender:

- a. The financial Tenders of the top three bidders who will be invited for presentation shall be opened.
- b. Financial Score: The lowest financial Tender will be given a financial score of 100 points. The financial scores of other Tenders will be computed as follows:

$$Fs = 100 \times FM1/F1$$

(F1 = amount of Financial Tender as proposed by the Tenderer; FM1 = Lowest financial quote)

c. Combined and Final Evaluation

Tenders will finally be ranked according to their combined technical (Ts) and financial (Fs) scores as follows where in technical score includes the marks obtained through Tender evaluation criteria and technical presentation as mentioned under clause 5 (B) (i) & (ii) :

$$S = Ts \times Tw + Fs \times Fw$$

(Where S is the combined score, and Tw and Fw are weights assigned to Technical Tender and Financial Tender that shall be 0.70 and 0.30 respectively).

- d. The Selected Contractor shall be the First Ranked Tenderer (having the highest combined score). The Second Ranked Tenderer shall be kept in reserve and may be invited for negotiations in case the first ranked Tenderer withdraws, or fails to comply with the requirements specified in the tender document.
- e. NSIC shall not be responsible for delay in receipt of the Tenders and for damages, if any, to the envelope(s)/documents during transit.
- f. Tenderers are requested to be present at the time of opening of the tenders. If the date(s) of opening, for any reason happens to be holiday(s), the tender(s) shall be opened on the next working day(s) at the stipulated time.

7. Rejection of the Tender(s)

(a) Interested tenderers are requested to go through the instructions, formats, terms & conditions, scope of the work mentioned in the Tender Document. Failure to furnish complete information and documents required as per Tender Document, submission of tender(s) which is/are not in conformity with the Tender Document, conditional tender(s) shall be liable for rejection of tender(s). In respect of interpretation/clarification over this Tender Document, the decision of NSIC shall be final.

(b) Tender(s) without EMD & Cost of Tender Document or not supported with proof of exemption thereof as mentioned above will be summarily rejected.

- (c) Tender(s) received after the specified date & time, if any, shall not be considered for evaluation.
- (d) Tender(s) received through Fax/Telex/E-Mail, if any, shall not be considered for evaluation.
8. Agencies blacklisted by Govt. entities are not eligible to participate in the tendering process. If at any stage of tendering process or during the currency of contract, such information comes to the knowledge of NSIC, then NSIC shall have the right to reject the tender or terminate the contract, as the case may be, without any compensation to the selected contractor.
 9. The work shall be awarded to the most eligible tenderer as per the evaluation criteria mentioned in the Tender Document. In case, if more than one eligible tenderer is found to score the same marks, then the contract will be awarded to the tenderer whose experience in conducting such event is more as per the documents furnished by the tenderer as per the Tender Document. This Tender Document along with the subsequent addendum/corrigendum/clarifications, if any, shall form part of the contract/agreement to be executed by NSIC with the selected contractor.
 10. If the selected contractor refuses/fails to accept the work order issued by NSIC or the work assigned is not done as per the scope and directions of the NSIC , EMD and Performance Security amount shall be forfeited followed by other actions as deemed fit by NSIC.
 11. EMD of unsuccessful tenderers shall be refunded without any interest.
 12. The technical bid of all tenderers shall be opened on the specified date as mentioned in NIT, in the presence of the authorized representatives of the tenderers who choose to be present.
 13. Price bids of the top three technically qualified tenderers, shall be opened at a later date to be intimated separately to the qualified tenderers.
 14. Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -
 - a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
 - b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
 - c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
 - d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.

- e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.
15. No alteration shall be made in any of the Tender Documents supplied/ downloaded from the website. Tenderer by submission of this tender shall be deemed to have accepted the terms and conditions contained in the Tender Document.
16. The amount quoted by the tenderer shall be valid for the entire duration of the contract. Tenderer shall note that the price and rates inserted in the Schedule of Quantities, are for the completed items of work as per description of the item and relevant technical specifications and inclusive of all cost and expenses whatsoever which may be required in and for the completion of the works described whether specifically mentioned or not, together with all general risks liabilities and obligations set forth or implied in the documents on which the tender is based. The NSIC will not be responsible or pay for any expenses or losses which may be incurred by any tenderer in the preparation and submission of the tender, or in any activity connected therewith.
17. All expenses and all taxes etc. (except GST) to be incurred by the tenderer shall be deemed to have covered by the prices quoted in the tender. The payment (including GST) shall be paid on receipt of the invoice from the contractor.
18. The tender shall be accompanied by Earnest Money of Rs. 1,25,000/- (Rupees One lakh twenty five thousand only) by Demand Draft/Pay Order in favour of “The National Small Industries Corporation Ltd.” payable at Bhubaneswar. In case the tenderer does not accept the offer, the Earnest Money deposited shall stand forfeited.
19. Any tenderer who may be in doubt about the meaning of any part of the Tender Document shall immediately notify the Zonal General Manager (East-II) requesting for written clarification thereof. Such clarification to the Tender Document shall be issued to each tenderer who has purchased the Tender Document and such addendum/corrigendum shall become a part of the Tender Document and be incorporated and uploaded on NSIC website.
20. All documents submitted with the tender shall be in the English Language.
21. The tender shall remain valid for 60 days from the date of submission unless otherwise stipulated. Any tenderer withdrawing or amending his tender within this period shall have to forfeit his earnest money to the Corporation.
22. Telegraphic or Tele fax Tenders will not be considered.
23. Before tendering, the Tenderer is advised to visit the site of work, and in any case shall be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be executed, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require etc. and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any misunderstanding or otherwise shall be allowed.

24. It will be obligatory on the part of the tenderer to sign documents for all the components and parts; and after the work is awarded, he will have to enter into an agreement at his own cost for work awarded, on Rs. 100/- (Rupees One Hundred Only) non-judicial stamp paper at his own cost within 2 days from date of issue of work order or before the work is to be undertaken, as per Performa Annexed.
25. Any conditional tender is liable to be rejected.
26. Successful tenderer shall provide a layout plan of the hangar structure along with the seating arrangement, dias, octonorm stalls for exhibition, dining area etc. before starting the work who shall co ordinate with the nominated official of NSIC for execution and keep NSIC informed from time to time.
27. Successful tenderer is required to get the layouts approved from the Zonal General Manager (East-II) NSIC, Bhubaneswar in accordance with the regulations of the said organization and required to undertake all steps deemed fit for execution of the contract.
28. The total time allowed for the completion of the work, from the date of written order to commence the work, is 5 days but all works should be completed latest by 29th August, 2018.
29. In case any of the information/ document submitted by any party along with the tender is found to be false/ fabricated at any stage during the tender evaluation process or after award of the work, the Corporation reserves the right to take appropriate action against the said party including but not limited to forfeiture of EMD/ Performance Guarantee, cancellation of work, blacklisting of the party for a suitable duration etc., as deemed fit by it.
- 30. Any modification/ corrigendum issued with regard to this Tender Document shall be uploaded on NSIC website only. Tenderers are therefore, requested to visit the website regularly till the last stipulated date of issuance of the Tender Document for ascertaining any modification/ corrigendum issued in this regard.**

For and Behalf of NSIC Ltd.,

Zonal General Manager (East-II)

SIGNATURE OF THE TENDERER

FORM OF TENDER

The Zonal General Manager (East-II)
National Small Industries Corporation Ltd.,
1st Floor, DIC Campus,
Rasulgarh Industrial Estate,
Bhubaneswar– 751 010

Subject : Tender For Hire Charges for Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1	Notice Inviting Tender	
2	Instruction to Tenderer	
3	Form of Tender	
4	General Conditions of Contract	
5	Special conditions	
6	Preamble to Schedule of Quantities	
7	Schedule of Quantities	

We hereby submit our tender for this work. Our quoted rates are valid for a period of 60 days from the date of submission of tender. Should our tender be accepted I/We agree:

1. That a sum of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) forwarded as earnest money shall be retained by the corporation on account of the part of Performance Security, to execute the works completely as referred to in the said documents and hand over the same in complete shape.
2. If our tender is accepted by you, we undertake to commence the work within 2 days from the date of issue of letter of award and upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
3. Unless and until a formal agreement is prepared and executed, this tender together with your letter of award thereof shall constitute the binding contract between us and National Small Industries Corporation Ltd.

4. In the event of our failure to commence the works as stated above you shall be at liberty to forfeit our Earnest Money and Performance Security.
5. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.

**TENDERER'S SIGNATURE
With Seal**

Enclosures:

1. Earnest Money of Rs. 1,25,000/- in prescribed form.
2. Tender Cost of Rs. 590/- in prescribed form (in case downloaded Tender Document from website).
3. Tenderer registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion is required to submit copy of valid applicable certificate for claiming exemption from payment of tender cost and EMD.
4. All documents as mentioned at para **5 A (iii) to (x)** of **Instruction to Tenderers** above.

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
1ST FLOOR, DIC CAMPUS, RASULGARH INDUSTRIAL ESTATE,
BHUBANESWAR- 751010**

GENERAL CONDITIONS OF CONTRACT

1.00 DEFINITIONS:

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the CMD or his Nominee and Contractor, together with the documents referred to therein including these conditions, the specifications designs, drawings, and instruction issued from time to time by the "Officer-in-charge" and all these documents taken together shall be complementary.
2. The "Site" shall mean the land and/or other places on, into or through which work is being executed under the contract or any adjacent land, path or street which be allotted or used for the purpose of carrying out the contract.
3. The "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person comprising such firm or company and the permitted assignee of such individual or firm or company.
4. The CMD means the Chairman-cum-Managing Director of the National Small Industries Corporation Limited, N.S.I.C. Bhawan, Okhla Industrial Estate, New Delhi -110 020, and his successors.
5. The "Officer-in-charge" means the officer of the National Small Industries Corporation Ltd., as the case may be who shall supervise and be the In-charge of the Works
6. The Zonal General Manager (East-II) means the officer who holds the charge of that post during the currency of this agreement, to act on behalf of the Chairman of the National Small Industries Corporation Ltd.
7. "Corporation" means the National Small Industries Corporation Ltd. (NSIC), having its registered office at N.S.I.C. Bhawan, Okhla Industrial Estate, New Delhi - 110 020, and one of its offices at 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010.
8. The "Contract Sum" means the sum accepted, or the sum calculated in accordance with the prices accepted in the tender and/or the contract rates as payable on completion of the Works
9. The "Final Sum" means the amount payable under the contract by the corporation to the contractors for the full and entire execution and completion of Works

10. The "Date of Completion" is the date/dates for completion of the whole works, set out in the Tender Document or any subsequent agreement amendment thereto.
11. "Deviation order" means any order given by Zonal General Manager (East-II) to effect an alteration, addition deduction which does not radically affect the scope or nature of the contract.
12. "Provisional Sums" or Provisional Lump Sum" means Lump Sum included by the corporation in the tender document and represents the estimated value of work for which details are not available at the time of going to tender.

13. CONTRACT DOCUMENTS:

- (a) The contract is confidential and must be strictly confined to the Contractor's own use (except so far as confined disclosure to sub-contractors or suppliers is necessary) and to the purpose of the contract.
- (b) The Zonal General Manager (East-II) shall furnish to the contractor free of cost, one copy of the signed/accepted contract document. The contractor shall keep one copy of such document on the site and the Officer-in-Charge or his representative shall at all reasonable times, have access to them.
- (c) All documents, copies thereof and extracts therefore furnished to the contractor shall be returned to the Officer-in-Charge on termination of the Contract.

2.00 INSTRUCTIONS AND NOTICES

- i) Subject to as otherwise provided in this contract, all instructions & notices to be given on behalf of the Zonal General Manager (East-II) and all other actions to be taken on his behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Officer-in-Charge.
- ii) All instructions, notices and communications, etc. under the contract shall be given in writing and if communicated by registered post to the last known place of business of the contractor shall be deemed to have been served on the date when in the ordinary course of post that would have been delivered to him.
- (iii) The contractor or his agent shall be in attendance at the Site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Officer-in-Charge may consider necessary. Orders given to the contractor's Agent shall be considered to have the same force as if they had been given to the contractor himself.
- (iv) The Officer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work and the contractor or his authorized representative shall confirm receipt of such instructions by signing the copy of letter.

3.00 TEMPORARY WORKSHOPS, STORE ETC.

1. The Contractor shall during the progress of the works provide, erect and maintain at his own expenses all necessary temporary workshops, stores, offices, etc. as required for the proper and efficient execution of these Works. The planning, setting and erection of these structures shall be as approved by the Zonal General Manager (East-II) and they shall at all times be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Zonal General Manager (East-II) at the contractor's expenses.
2. The contractor shall make his own arrangement for his laborers stay after working hours outside the compound. The Zonal General Manager (East-II) will have no binding to provide any space for his labour camp.
3. The Contractor will not be permitted to enter (other than for inspection purpose) or take possession of the site until instructed to do so by the Officer-in-Charge. The portion of the site to be occupied by the contractor will be clearly defined and/or marked on the site plan and the contractor will on no account be allowed to extend his operations beyond these areas.
4. The Contractor shall provide if necessary and if required on the site all temporary access there to an alter, adapt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.
5. The Zonal General Manager (East-II) reserves the right of taking over, at any time any portion/position of the site which it may require and the contractor shall at his own expense clear portion forthwith.
6. Any officer authorised by the Zonal General Manager (East-II) shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

4.00 STORES AND MATERIALS

1. The contractor shall at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work if as may be required by officer-in-charge, who may reject materials not corresponding to both in quality and character with the approved samples.
2. If any materials belonging to the contractor is to be removed from the site of work he will take written permission from the officer-in-charge before removing the same.

5.00 CONTRACTOR'S SUPERVISION

The contractor shall either supervise the execution of the works or shall appoint a competent agent approved by the Zonal General Manager (East-II). If in the opinion of Zonal General Manager (East-II) the contractor has himself not sufficient knowledge and experience to be capable of receiving instruction or cannot give his full attention to the works, the contractor shall, at his own expense, employ as his accredited agent or engineer approved by the Zonal General Manager (East-II). Orders

given to the contractor's agent shall be considered to have the same force as if these have been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Zonal General Manager (East-II), Zonal General Manager (East-II) shall have full powers to suspend the execution of the works until such date a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the Works

6.00 REMOVAL OF WORKMAN

The contractor shall employ in and about the execution of the works only such persons who are skilled and experienced in their several trades and the Officer-in-Charge shall be at liberty to object and remove any person employed by the contractor or about the execution of the works who in the opinion of the Officer-in-charge misconduct himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without the permission of the Officer-in-charge. The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degrees required by the specifications and to the satisfaction of Officer-in-charge.

7.00 NUISANCE

The contractor will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the compound near the site and to the public generally and will ensure the sufficient protection of all stream and waterways pollution.

8.00 SAFETY CODE

The contractor shall at his own expense arrange for safety provisions or as required by the site-in-charge in respect of all labourer directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements or provide necessary facilities as aforesaid, the contractor shall be responsible for any happenings and injury to the workmen.

9.00 NOTICES AND FEES

The contractor shall give all notices required by any statutory provision or the regulations and/or bye-laws of any local authority and/or any service company or authority affected by the works or with whose systems the same are or will be connected and he shall pay and indemnify the Zonal General Manager (East-II) against any fees, or charges demanded by law under such acts, regulations and/or in respect of the works and shall make and supply all drawings etc. required in a connection with any such notice.

10.00 PATENTS RIGHTS

The contractor shall fully indemnify the Zonal General Manager (East-II) or any agent, servant or employee of the corporation against any actions, claim or design rights, and shall pay royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims being made or action brought against the Zonal General Manager (East-II) or any agent, servant or employee of the corporation or Zonal General Manager (East-II) in respect of any such matters as aforesaid the contractor shall immediately be notified thereof provided that such indemnity shall not apply when such infringement has taken place in complying with specific direction issued by the Zonal General Manager (East-II) and the contractor shall pay any royalties payable in respect of any such use.

11.00 TAXES AND DUTIES

All charges on account of the existing and revised taxes (including GST), duties, toll charges, on materials procured/obtained for the works shall be borne by the contractor, no claim in this regard, whatsoever, shall be entertained by the corporation.

12.00 PLANT AND EQUIPMENT

Contractor shall at his own expense supply all tools, plants and equipment required for the execution of the contract.

13.00 SUB-CONTRACTS

The contractor shall not sublet any portion of the works under this contract without the prior written approval of the Tender Accepting Authority, i.e. Zonal General Manager (East-II), NSIC Ltd., Bhubaneswar.

14.00 PRIORITY OF AGREEMENT & OTHER CONTRACT DOCUMENTS AND DRAWINGS

All documents of the contract shall be taken as complementary and mutually explanatory of one another, and shall be read together and to be completed and in agreement; but in case of any ambiguities or discrepancies the priority of documents shall prevail in the order stipulated below :

- (a) The contract agreement shall prevail over the letter of award of work.
- (b) The Letter of award of work shall prevail over the tender.
- (c) Special condition shall prevail over general conditions of contract.
- (d) Schedule of Quantities, description of items of work and preamble shall be read together with the specifications and the same shall prevail over contract drawing/amended execution drawings.
- (e) Between the two issues of the same documents revised or re- issued as of the later date shall prevail.

NOTE

- (a) All items in the schedule of quantities, specifications, contract drawings and the documents shall be interpreted in conformity with general conditions of contract as supplemented and/or modified by special conditions.
- (b) The contractor shall bring to the notice of the Zonal General Manager (East-II) any obvious error, omissions or discrepancies in the specifications, drawings or any part of the other documents and shall request clarification from the Zonal General Manager (East-II) whose decision shall be final, binding and conclusive on contractor. If any works are done incorrectly because of failure to obtain such clarifications from the Zonal General Manager (East-II), the contractor shall be responsible to rectify or to dismantle and re-execute such works at his own expense and no claim whatsoever shall be entertained by the corporation.

15.00 RATES

The quoted rates (hire charges) shall, include the mounting of hangers, booths, general decoration, flex hoardings, placement, replacement, carpentry, moulding of panels, buntings, light and sounds, LED panels, TV, DG sets etc. as per the scope of work and cost of all labour, tools, plants, hire charges, any materials testing charges, scaffolding, wastage, overlaps, royalties, making good of defects, site clearance and other services contingent upon the item of work as in accordance with terms of contract, equipment and transport which may be required in preparation for, in the full and successful completion of the entire works. However, GST shall be paid to the contractor separately. Rates are fixed and any claim regarding escalation for any reason will not be considered.

16.00 SCHEDULE "A" - (SCHEDULE OF QUANTITIES)

Unless otherwise stated the schedule of quantities shall deemed to have been prepared in accordance with good practice and recognized principles and descriptions given therein shall be held to include wastage on material, carriage and cartage, carrying in return of empties, hoisting, setting, fitting, and fixing in position and all labour necessary in and for the full and entire execution and completion aforesaid. Any error in description or in quantity in Schedule "A" or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to the specifications or from any of his obligations under the contract. The insertion of the name of any firm in the Tender Documents is for the purpose of obtaining "A" class of quality of materials, workmanship and the articles or materials so specified may be obtained from any other firm subject to the prior written approval of the Zonal General Manager (East-II).

17.00 DEVIATIONS

1. The quality mentioned in the schedule are approx. The Contractor shall not make any alterations, addition to or omission from the works as described in the Tender Documents except in pursuance of the written instructions of the Zonal General Manager (East-II).

2. The Zonal General Manager (East-II) may deviate, either by way of addition or deduction, deletion from the works described in Schedule "A". The value of all addition/deletion will be added to, or deducted from the contract sum. Whenever the Zonal General Manager (East-II) intends to exercise such right, this intention shall be communicated to the contractor by him in writing specifying the deviations which are to be made, the lump sum assessment or the proposed basis of payment, extra time allowed, if any, and the date for completion of the entire contract. Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Zonal General Manager (East-II) within two days from the date of such order but under no circumstances shall progress of works be stopped unless so ordered by the Zonal General Manager (East-II) owing to difference, contractor will be deemed to have accepted the order and conditions stated therein.
3. To derive the rates payable for any deviated/extra/substituted/reduction/additional item of works ordered by the Officer-in-Charge, the contractor shall within seven days from the receipt of such orders, submit the Analysis of Rates based on the following priorities :-
 - a. If the rate for additional, altered or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the additional, altered or substituted item in the same rate.
 - b. If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
 - c. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, the contractor shall, within 2 days of the date of receipt of the order to carry out the said work, inform the Officer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Officer-in-Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor determine the rate on the basis of market rate (s). In the event of the contractor failing to inform the Officer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the NSIC.
4. The Officer-in-charge will give his decision within two days of its receipt provided that if the contractor is not satisfied with the decision of the Officer-in-charge, he shall be entitled to represent the matter to the Zonal General Manager (East-II) within two days of the receipt of the decision of the Officer-in-Charge and the decision of the Zonal General Manager (East-II) thereon shall be final and conclusive.

18.00 URGENT WORKS

If any urgent work become necessary and the contractor is unable/unwilling at once to carry it out, the Officer-in-Charge may carry it out through a third party, if he considers it necessary. Expenses incurred on it by the corporation shall be

recoverable from the contractor and be adjusted or set off against any sum payable to him.

19.00 TIME SCHEDULE OF WORK COMPLETION

The time allowed for execution of the work is five days, as specified in the schedule or the conditions; shall be essence of the contract. The Execution of the works shall commence from the date of handing over the site or 2 days from the Date of Award whichever is earlier. If the contractor commits default in commencing the execution of the works as aforesaid, corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and performance guarantee if any.

20.00 COMPENSATION FOR DELAY

If the Contractor fails to maintain the required progress to complete the work and clear the site on or before the date or extended date of completion, he shall, without prejudice to any other right or remedy of the Zonal General Manager (East-II) on account of such breach, pay as agreed compensation @ 2% of contract amount per day subject to a maximum of 10% of contract amount shall be levied.

21.00 SECURITY FOR PERFORMANCE

The contractor shall furnish a Bank Guarantee amounting to Rs.5.00 lac issued by a Nationalized / scheduled Bank located in Bhubaneswar region as per the given Performa at Annexure –II or a Demand Draft of Rs. 5.00 lac favouring “The National Small Industries Corporation Ltd.” payable at Bhubaneswar or a Fixed Deposit Receipt of Rs. 5.00 lac favouring “The National Small Industries Corporation Ltd.” of any Nationalized/ Scheduled Bank towards the performance security of contract. In addition to above, EMD of the successful bidder (contractor) shall also be retained as performance security. The performance security shall be considered for refund without interest after completion of contract period. In the event of failure on the part of contractor to start the work/ complete the work as per the relevant specification and time schedule and within agreed time schedule or misbehavior by any represents /performance of contractor, the corporation reserve the right to encash/ forfeit the same without any notice. Performance Guarantee will be returned without any interest on successful completion of the event by Zonal General Manager (East-II) after receipt of written request from the contractor.

22.00 PAYMENT

The payment shall be released after successful completion of the work in all respect after the event as per the actual quantum of work executed at site as per the following:

- i) No works shall be paid for unless of good quality and fully in accordance with the specification.
- ii) The officer-in-charge may get the dirt and rubbish removed and the cost of such removal shall be deducted from the final bill.

- iii) Any sum due from the contractor on account of transporting stores or any such matter provided by the corporation shall be deducted from the payment.
- iv) All payments due under this contract shall be made by means of a crossed cheque / online transfer to the contractor's account only after successful completion of the work in all respect.
- v) All statutory deduction as applicable will be made from any payment made to the contractor.

23.00 PRICE VARIATION

Price and rates quoted by the tenderer shall remain as firm for the complete work and for the entire duration of the contract. No claim for extra payment due to rise in rates of raw material, labour on any account or due to any reasons whatsoever shall be considered.

24.00 RECOVERY FROM CONTRACTOR

Whenever under the contract sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time therein after may become due to the contractor under the contract or under any other contract with the corporation from his performance security or he shall pay the claim on demand.

25.00 CONTRACTOR'S LIABILITY AND INSURANCE

The contractor shall indemnify and keep indemnified the corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise of or in consequence of the construction and maintenance of works and against all of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the corporation against any compensation or damage caused by the Excepted Risks.

Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Corporation Contractor's "All Risk Policy" Insurance policy with the beneficiary as "The National Small Industries Corporation Ltd." and also insure against any damage, loss or injury which may occur to any property, (excluding that of the corporation but including the Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials.) or to any person (including any employee of the corporation) by or arising out of carrying out of the contract.

26.00 CANCELLATION OF CONTRACT IN FULL OR IN PART

If the contractor:

- a. At any time makes default in proceeding with the Works with due diligence and continues to do so even after a notice in writing of 2 days from the Officer-in-charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 2 days after a notice in writing is given to him in that behalf by the Officer-in-charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement
- e. Enters into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/ Engineer-in-charge; or
- f. Offers or gives or agrees to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- g. Being an individual or any of its partner (in case the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement to benefit of his creditors or purport to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- h. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- i. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

The Zonal General Manager (East-II) may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or in part as it may deem appropriate and execute the work at the risk and cost of the contractor after giving a written notice.

27.00 ARBITRATION

- (i) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and to the quality of workmanship or materials used on the works or as to any other question, claim, right or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions orders or there conditions or otherwise concerning the work, for the execution or failure to execute the same whether arising during the progress of the work or after the competition or abandonment thereof shall be referred to a Sole Arbitrator to be appointed by the Chairman of the National Small Industries corporation Limited as provided under the Arbitration & Conciliation (Amendment) Act, 2015.
- (ii) The Arbitration proceedings shall be carried out as per the Arbitration & Conciliation (Amendment) Act, 2015.
- (iii) The Arbitrator to whom the matter is originally referred being unable to act for any reason or inability to act, Chairman shall appoint another person to act as Arbitrator in accordance with the terms of the Contract.
- (iv) Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- (v) The Arbitrator shall give a reasoned award
- (vi) It is the term of the Contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect or each such dispute.
- (vii) The work under the contract shall if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.
- (viii) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice both the parties fixing the date of the first hearing.
- (ix) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

- (x) The venue of arbitration will be Bhubaneswar or as may be fixed by the Arbitrator at his sole discretion.
- (xi) The award of the Arbitration shall be final conclusive and binding on all parties to this contract.

Zonal General Manager (East-II)

TENDERER'S SIGNATURE

28.00 SPECIAL CONDITIONS

1. The Contractor shall provide all materials, labour T & P, machinery, P.O.L; Water and Electricity required for execution of all items of Works
2. During working at site, some restrictions may be imposed by Officer-in-change/Security staff or corporation or Local Authorities regarding safety and security etc. the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
3. The Contractor shall bear all incidental charge for cartage to site, local carriage, within the site, storage and safe custody of all materials at site for the proper storage of all materials, for their safety against damage due to sun, rains, dampness fire, theft etc.
4. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods, tornado, earth quakes or other natural calamity during the execution of work. He shall make good all such damage at his own cost; and no claim on this account will be entertained.
5. The Contractor shall follow the Provident Fund Act as prescribed by Regional Provident Fund Commissioner. In case of any default the contractor shall pay the compensation as imposed by R.P.F.C.
6. As per section 194-C of the Income Tax Act, 1996 and as per latest amendments deduction as applicable on the gross amount of a payment will be deducted from the running/final bill of the contractor towards Income-Tax.
7. The earnest money and performance security will be forfeited if the contractor fails to start the work within the stipulated time, which will be mentioned in the acceptance letter.
8. The contractor shall be responsible for maintenance and upkeep of the stand, structure and light including replacement of fused lamps during the tenure of the event for which no extra payment shall be made.
9. Complete site marking as per approved layout shall be contractor's responsibility.
10. The contractor shall be liable to make good any damage done to the walls/floor/door etc. of the site/ building as per demand of the Corporation and the site will have to be cleared within 2 days of the completion of the event failing which penalty as prescribed by Corporation will be paid by the Contractor.
11. All the materials used/supplied by the Contractor for the work shall be on hire basis except where indicated otherwise, delivery at site, installation, maintenance removal shall be done by the contractor at their own cost.

12. All communication should be addressed to Zonal General Manager (East-II), National Small Industries Corporation Ltd., 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010
13. The Corporation has the right of canceling the contract in full or part without assigning any reason.
14. All the furniture to be provided shall be without any defect and shall be scratch less, stain less. The frames of the furniture should be either wooden or stainless steel, plastic as specified in the Schedule of Quantities. The samples of the furniture should be got approved from the Officer-in-charge beforehand. **In case of supply of sub-standard/ defective materials, furniture etc., the officer-in-charge shall have the powers to deduct/ recover full amount of the respective items against the payments due to the contractor.**

If the Corporation cancels / terminate the contract in full or in part on account of :

- (a) Force Majeure
- (b) Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the Corporation.

Zonal General Manager (East-II) without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Zonal General Manager (East-II) shall have power to cancel contract in full or in part.

In the event of any one or more of the above courses being adopted by the Zonal General Manager (East-II), the contractor shall have no claim to compensation for any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advance on account of or with a view to the execution of the work of the performance of the contractor. In case the contract is cancelled under the provision aforesaid in full or in part, contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the officer-in-charge has certified in writing the performance of such work, and the value payable in respect thereof and shall only be entitled to be paid the value so certified.

Zonal General Manager (East-II)

TENDERER'S SIGNATURE

29.00 PREAMBLE TO SCHEDULE OF QUANTITIES

- (i) The Schedule of quantities should be read with all the other sections of this tender. All the items of work mentioned in the Schedule of quantities and covered by this contract shall be carried out as per the drawings, specifications and direction of the Officer-in-charge and include all labour, materials, tools and plants and testing if any, all insurance liabilities, all transportation, royalties, taxes (excluding GST) and contractor's profit and overheads etc. required to complete the job and all obligations set or implied in the contract.
- (ii) The Contractor shall be deemed to have studied the drawings, specification and details of work to be done within the time schedule and to have acquainted himself of the conditions prevailing at site.
- (iii) All works, item wise, shall be measured upon completion and paid for at the rates quoted and accepted. The rates quoted shall be for execution of works at all heights and depths and read without any extra charges unless specified otherwise in the items in schedule of quantities.
- (iv) The Corporation reserves the right to order at any time for any item or group of work, or split the work between two or more sub-contractors if necessary. Such step shall not constitute a breach of the contract.
- (v) The rates given in the schedule of quantities shall remain firm for the entire duration of this contract and shall not be revised or increased.
- (vi) The work shall be carried out as per specifications given in the schedule of items. In case specification for any particular item is not stated the relevant C.P.W.D. specification with latest correction slip issued or standard prevailing practice shall be applied.

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
1st Floor, DIC Campus, Rasulgarh Industrial Estate,
Bhubaneswar – 751 010

Schedule “A”

SCHEDULE OF QUANTITIES

S.No.	Particulars	Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figure	In word	
A	Setup & Décor					
1	Auditorium (Aluminium Hanger) with water Prof Tarpaulin (100' X 150')	15000	sqft			
2	Green Poly Carpeting	15000	sqft			
3	Synthetic Carpeting	15000	sqft			
4	Banquet Chair	250	each			
5	Plastic Chair	1000	each			
6	Steel Sofa Set (2 Seater)	80	each			
7	Barricading (Media, VIP, Officer & No Mans Zone)	600	rft			
8	Media Riser- (12'x8'x 4' Ht. - 1No., 4'x8'x 2' Ht. - 1No)	128	sqft			
9	Dustbin (Big)	30	each			
10	LED Riser (12'x 4' Ht.- 4 Nos,)	192	sqft			
11	Sound Less Pedestal Fan	50	each			
12	Stage With Carpeting- 4'Ht. (40'x 32')	1280	sqft			
13	Stage Base (Wooden Farming with Flex Mounting- 40' x 4')	160	sqft			
14	LED Riser Base- 40' X 2'	80	sqft			
15	Stage Wings (Flex Mounting- 5'X12')	120	sqft			
16	VIP Sofa Set for Stage (Single Seated) with T-poi for Stage	12	each			
17	Stage Arrangement (Folder & Pen, Water Bottle, Try)	12	each			
18	Diya Stand with Accessories	1	each			
19	Podium with Logo Branding - 4' X 2'	2	each			
20	VIP Lounge (Octonorm- 40'x 20')	800	sqft			
21	Temporary VIP Toilet with All Fitting Arrangement for VIP- 8' X 8'	1	each			
22	Water Counter (Pagoda- 20'x 20')	400	sqft			

S.No.	Particulars	Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figure	In word	
23	Long Table for (Stage Material, Water Counter, Console, VIP Lounge- 8'x 2')	35	each			
24	Box Gate (3 Nos) made of flex mounted on MS frame 24' X 3', 12' X 3' (Pillar)	1728	sqft			
25	Welcome Board (Wooden/MS Framing with Flex Mounting)- 10'x 8'- 12 Nos	960	sqft			
26	Standee (Wooden/MS Framing with Flex Mounting)- 3'x 6'- 20 Nos	360	sqft			
27	Temporary Urinal	10	each			
28	Water Tank (1000 lit.) with water	2	each			
29	Tower A/C -4 Ton	44	each			
30	Octonorm Stall (Table - 1no., Chair - 2 nos., 5 Amp. Plug Point-1 no., Sport Light - 3 nos.)- size of each stall- 3 mtr. x 3 mtr./ 3 mtr. X 2 mtr.	450	sqm			
31	Stall Fascia Branding- 3 mtr x 0.30 mtr	45	sqm			
32	Table Branding- 2'x 2'	200	sqft			
33	Ground Carpeting (synthetic)	2000	sqft			
34	Registration Counter	6	each			
35	T-Poi	30	each			
36	Round Table with Cloth Frill for Invitees & VIP Dinning Area	20	each			
37	Sintex Tank (with water), Hand Wash System for Dinning Area	1	each			
38	ABC type fire extinguisher (5 Kg) with pressure gauge	25	each			
	TOTAL A					
B	Light and Sound Equipment					
1	LED Par Cans (200 W)	25	each			
2	Par Cans with Gel Paper (1000 W)	25	each			
3	LED/Metal Light for Auditorium (200 W)	30	each			
4	JBL-VRX -Layner Speaker (25KW)	8	each			

S.No.	Particulars	Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figure	In word	
5	JBL-VRX-Low/Feed Back Box/Stage Monitor	4	each			
6	32 Channel PA Mixer	1	each			
7	Cordless Mike	8	each			
8	Podium Mike	4	each			
9	Power Backup 125 KW With Fuel (12 Hour)	2	each			
10	Sound Engineer	1	each			
11	Building Lighting	LS	each			
	TOTAL B					
C	AV Equipment					
1	Laptop	2	each			
2	LED TV -55"	2	each			
3	LED Wall with Connection (P-4, Pixel -Bulb Size-120/120, Block Size - 576/576 mm)- 30' X 12'- 1 No, 8'x10'- 4 Nos.	680	sqft			
4	Kramer Switcher (VP-730)	2	each			
5	AV Operator	1	each			
	TOTAL C					
D	Collaterals					
1	Flower Basket	20	each			
2	Flower Arrangement (Gate, Stage Base, Podium, Diya Stand)	LS	each			
3	Flower Pot	50	each			
4	Uttariya for Guest	15	each			
5	EMCEE	1	each			
6	Hostess	2	each			
7	Volunteer	10	each			
8	Sweeper	10	each			
9	Security Arrangement	20	each			
10	Photography	2	each			
11	Videography	2	each			
12	Ground Levelling	LS	each			
13	Balloon Decoration- approx. 4000 Nos.	LS	LS			
14	Badges	1200	each			
15	Web Casting of the Event with 4 Nos. (3 online and 1 off line) full HD camera set up including 2 Nos (including 1 No. back up line) internet leased line of at	LS	LS			

S.No.	Particulars	Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figure	In word	
	least 10 Mbps					
	TOTAL D					
E	PR Coordination					
1	PR Coordination	LS	LS			
2	Press Kits (Folder, Note Pad, Pen)	100	Each			
3	TV News Clip Recording & Coverage Dossier	LS	LS			
4	Transportation for Media	LS	LS			
	TOTAL E					
F	Outdoor Branding					
1	Mini Hoarding with flex printing on MS/wooden frames- 10' x 8' - 50 Nos	4000	sqft			
2	Poll Kiosk with flex printing on MS/wooden frames - 3'x6' (50 nos.)	900	sqft			
3	Hoarding with flex printing on MS/wooden frames- 20' x 10' - 2 Nos	400	sqft			
	TOTAL F					
G	Wooden Platform/ Flooring					
1	Providing & fixing of platform (flooring) inside the Hanger Structures with 19mm/ 25mm wooden ply board fixed on wooden/ steel frame at about 4" height.	16000	sqft			
	TOTAL G					
	TOTAL (A+B+C+D+E+F+G)					
	GST @18%					
	GRAND TOTAL					

Grand Total (Amount in Words) –
Rupees _____

_____ Only

1. Quantities mentioned in the schedule are tentative only. Payments will be made on actual measurement basis.
2. Tenderers should quote their rates for each item carefully. In case different rates are quoted for identical/same item(s) appearing at two or more places in the above schedule of quantities, the least quoted rate for the item shall be considered for evaluation of tender and award of work.
3. All materials, furniture, equipment etc. on hire basis complete with fixing / installation and removing the same. Rates applicable for the entire exhibition period.

4. Wherever required, contractor will have to provide Half Panels for installation of stall/wall paneling/ Translites etc. and any claim will not be considered for cutting of ply, glass sheet or aluminium section etc.
5. For any work which has not been completed as per specification for any reason whatsoever, necessary deduction will be made accordingly. No extra item shall be executed without written approval of officer in charge.
6. Layout plan of stalls and hanger structure to be fabricated is enclosed.
7. All items /fixtures will be approved by officer in charge before fixing. All the replacement of items (if any) will be made at the risk and the cost of the contractor.

Signature of Tenderer with Seal

Performa of Agreement

This indenture is made on the _____ Day of _____ 2018 between the National Small Industries Corporation Limited, an existing company under the Indian Companies Act, 1956 and having its registered office at "NSIC Bhawan", Okhla Industrial Estate, New Delhi 110 020 (hereinafter called the "Corporation") and one of its offices at 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010 which expression shall mean where context so admits, include its successors and assignees of the one part and, concern hereinafter called the "Contractor" which expression shall mean where context so admits, include their respective heirs, executors, administrators and representatives of the other part and carrying in business under the name and style of _____ whereas the Corporation requires for execution of work i.e. Hire Charges For Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar, hereinafter called the said work more particularly described in the tender notice released in the Newspaper on hereto annexed as Annexure "A". The Corporation has made the necessary drawings & specification & schedule of rate & quantity, which are described and incorporated in the tender and forms the part of the tender comprising of ___ pages as delivered by the said contractor to the said corporation on hereto and collectively annexed to tender & marked as Annexure "B". And where the Corporation has accepted the said tender i.e. Annexure "B" through the letter of award dated _____ marked as Annexure "C". The Contractor had accepted the corporation work order on as Annexure "C". & Bank Guarantee/ Demand Draft/ FDR submitted by the contractor as Annexure "D".

Now this indenture witness as follow.

1. In consideration of the covenant, for the payment by and on behalf of the said corporation, hereinafter contained, the contractors hereby convenient with the corporation that they will supply all necessary materials and execute and complete construction in a thoroughly sound and workman like manner and after words maintain it for the requisite period as stated in the said conditions and conditions hereto attached as well as mentioned in the Annexure which have been fully read over and understood by the contractor and signed in token of acceptance.
2. In consideration of the covenant by the contractor hereinafter contained, the said, "Corporation" hereby convenient with the contractor to pay to him for the execution, completion and maintenance of the work as aforesaid according to the rates given in the schedule of rates as given in tender and hereto attached and at the time and in the manner and subject to the additions and deductions set out, in the annexure "B" to "C".
3. It is hereby agreed and declared that all the provisions of the said conditions, drawings, specifications, and schedule of rates given in contractor's tender and other documents annexed as Annexure and schedule of work, tender acceptance letter shall be as binding upon the contractor and upon the same corporation as if the same had been repeated herein and shall be read as part of those presents.

4. Except where otherwise provided for in the contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, orders or their conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or the abandonment thereof shall be decided in accordance with clause page to of the General Terms and Conditions of the contract as contained in the tender hereto annexed as Annexure "B".
5. The performance Bank Guarantee will be invoked/ forfeited if the work is not executed in time or is not-as per satisfaction of the NSIC Ltd.
6. The Venue of arbitration shall be at Bhubaneswar or as may be fixed by the Arbitrator at his sole discretion and Courts at Bhubaneswar alone shall have the jurisdiction.

In witness where of the parties here to have affixed their signature.

<p>Signature of the Contractor :</p> <p>Dated :</p> <p>Witness :</p> <p>1.</p> <p>2.</p>	<p>for and on behalf of the National Small Industries Corporation Limited</p> <p>Dated :</p> <p>Witness :</p> <p>1.</p> <p>2.</p>
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Proforma of Bank Guarantee

To

The National Small Industries Corporation Ltd.,
1st Floor, DIC Campus,
Rasulgarh Industrial Estate,
Bhubaneswar– 751 010.

In consideration of National Small Industries Corporation Ltd. (NSIC), having its registered office at N.S.I.C. Bhawan, Okhla Industrial Estate, New Delhi - 110 020 and one of its offices at 1st Floor, DIC Campus, Rasulgarh Industrial Estate, Bhubaneswar– 751 010 (hereinafter called the Corporation) having at our request to accept bank guarantee by way of performance _____ guarantee _____ from M/s. _____

(hereinafter called the Contractor) for “Hire Charges For Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar”. We i.e. (Bank) _____ do hereby undertake to indemnify and keep indemnified The National Small Industries Corporation Ltd., to the extent of Rs. 5,00,000/- (Rupees Five Lakhs only) against any loss caused to or suffered by The National Small Industries Corporation Ltd., due to Non-execution of works or non-performance by M/s. _____ (Contractor) pertaining to the work of Hire Charges For Setting Up of Infrastructure for Regional SC/ST Conclave & Other Coinciding Events At IDCO Mancheswar Industrial Estate, Bhubaneswar to be held on 30.08.2018.

We (Bank) _____, undertake not to revoke this guarantee during its currency except with the previous consent of The National Small Industries Corporation Ltd.

Notwithstanding anything contained hereinafter, our liability under this guarantee is restricted to Rs. 5,00,000/- (Rupees Five Lakhs only) in the aggregate and it will remain in force till 30.09.2018 unless a claim or demand in writing is made against us under this guarantee before the 30.09.2018 all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Signature & Stamp of Banker.

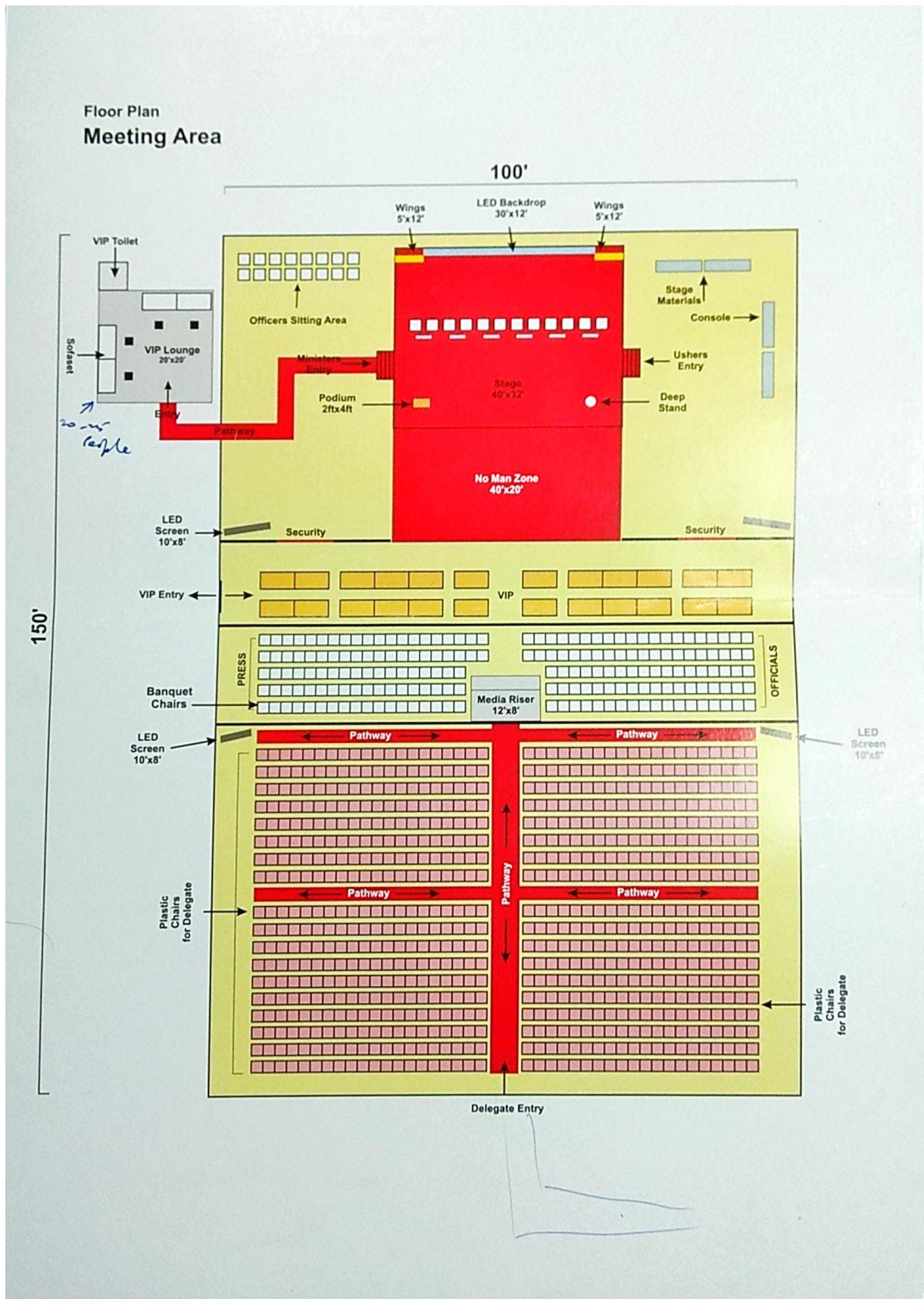
FORMAT FOR TECHNICAL EXPERIENCE

S.No.	Particulars	Remarks
1	Assignment Title	
2	Assignment Description	
3	Location	
4	Name of Client	
5	Total Completion Cost (Rs.)	
6	Nature of Assignment	

Note : The tenderers shall use the above format for technical experience. The tenderer shall provide separate format for each project. For each assignment, the tenderer shall provide satisfactory completion certificate from the client. In case of non-submission of such certificate for a particular assignment, that assignment shall not be considered for technical evaluation.

Signature of the Tenderer
(Name, Title and Address of the Auauthorised Signatory)

Layout Plan of the Hanger Area (Tentative) :



FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application / Tender, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with NSIC or any other Government Agency or any person, in connection with the work until culmination of the process of bidding, till the Contract Agreement is entered into with NSIC and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of *All the partners of the firm, * Authorized Signatory for the Company)
(* *Strike out whichever is not applicable*)

Seal of firm/ Company

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

ANNEXURE-VI

FORMAT FOR ANNUAL TURNOVER

Parameter	Year	Amount (Rs.)
Annual Turnover	2014-15	
	2015-16	
	2016-17	

Signature of Chartered Accountant with seal.

Membership No. _____

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)