

# **TENDER**

**FOR SUPPLY, FIXING AND COMMISSIONING OF  
OPEN AIR GYM EQUIPMENT  
AT NSIC SERVICES CENTRE (NTSC), OKHLA,  
NEW DELHI**



## **THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED**

(A Govt. of India Enterprise)

**Okhla Industrial Estate, New Delhi- 110020**

Web: [www.nsic.co.in](http://www.nsic.co.in)

Tel No.011-26926275,

Fax No. 011-26910229

THE NATIONAL SMALL INDUSTRIES CORPORATION  
LIMITED

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Web: [www.nsic.co.in](http://www.nsic.co.in)

Tel No.011-26926275,

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Ref: - NSIC/HO/WD/Open Gym/2018

Date: 07.01.2019

M/s. -----  
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**Sub: Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi.**

**Sir,**

Tender document in respect of the above mentioned works containing **40** pages as detailed on page 4 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the Chief General Manager-SG (Works), The National Small Industries Corporation Ltd., (A Government of India Enterprise), NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 on 24.01.2019 up to 3.00 P.M.*

The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialed.

The tender should be accompanied by tender fee and Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without tender fee and earnest money deposit shall be summarily rejected. The Technical Bids will be opened on 24.01.2019 at 3.30 P.M. and Price Bids of technically qualified bidders will be opened at a later date.

The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of proper authority/power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the **“CONTRACT”** and must be signed and returned along with the tender documents.

**Yours faithfully**

**CGM-SG (Works)**

Encl. 40 Pages

**Signature of the bidder**

## NOTICE INVITING TENDER

**Tender notice for Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi.**

**Ref: - NSIC/HO/WD/Open Gym/2018**

**Date: 07.01.2019**

Sealed item rate tenders are invited from manufacturer/supplier/**contractors** who has successfully completed similar works during last 5(five) years ending 10.01.2019. Eligibility criteria for this work, (i) Three similar works costing not less than Rs. 1.91 lac each, or (ii) Two similar works costing not less than the amount of Rs. 2.87 lac each or (iii) One similar work costing not less than **Rs. 3.82 lac** for carrying out the following work.

S. No.	Name of the work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi	4.78 lacs	12,000/-	30 days	From 10.01.2019 To 23.01.2019 within office hours.	24.01.2019 Upto 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 10.01.2019 to 23.01.2019 on all working days from the address given below on payment of required tender fee of Rs. 590/- (Rupees five hundred ninety only) (non-refundable) including GST in the form of DD/Pay order/Bankers Cheque in favour of “NSIC Ltd” payable at New Delhi. The intending tenderers can also download the complete tender document available on the web site: [www.nsic.co.in](http://www.nsic.co.in) and submit the same along with requisite tender fee, earnest money deposit and supporting documents on or before the due date and time of submission.
2. Tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or are 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 tender fee and earnest money deposit. However, tenderer seeking exemption from payment of earnest money deposit shall submit the proof of the same along with their technical bid.
3. Intending tenderers should have valid registration with appropriate authorities for statutory taxes as applicable.
4. The intending tenderers should have satisfactorily completed similar works (i) Three similar works costing not less than Rs. 1.91 lac each, or (ii) Two similar works costing not less than the amount of Rs. 2.87 lac each or (iii) One similar work costing not less than **Rs. 3.82 lac** during last five years ending 10.01.2019. Similar nature work means: - **“Open air fitness equipment” only.**

5. Tender documents can be purchased from the office of the CGM-SG (Works), NSIC Ltd., NSIC, Bhawan, Okhla Industrial Estate, New Delhi- 110020 on all working days between 10.00 am to 4.00 pm except on holidays and Saturdays, Sundays, after payment of requisite tender cost as mentioned above.
6. The tender documents duly completed along with EMD in form of Demand Draft/Pay Order in favour of the “NSIC Ltd” payable at New Delhi from any Nationalized Bank/scheduled bank will be submitted at the office of the CGM-SG (Works), NSIC Ltd, NSIC Bhawan, Okhla Industrial Estate, New Delhi upto 3.00 P M on 24.01.2019. Technical bid of the parties shall be opened on the same day i.e. 24.01.2019 at 3.30 PM. The tender submitted without EMD or valid exemption certificate, shall be summarily rejected.
7. NSIC reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. Canvassing, whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be summarily rejected.
9. The Technical Bid submitted by the parties shall be opened on the same day i.e. 24.01.2019 at 3.30 PM in the presence of tenderers who wish to be present. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their price bid.

CGM-SG (Works)

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## INSTRUCTIONS TO TENDERERS

### 1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

### 2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending tenderers may contact Manager (Works), NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020.

### 3.0 SUBMISSION OF TENDER

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

*Tenders shall be submitted in two separate sealed envelopes Super scribing the following: -*

#### ENVELOPE – I

#### (TECHNICAL BID)

Name of work : Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi

Tender no. : **Ref: - NSIC/HO/WD/Open Gym/2018**  
**Date: 07.01.2019**

Due date & time of opening : 24.01.2019 at 3.30 PM

Addressed to : Chief General Manager-SG (Works), NSIC, Bhawan, Okhla Industrial Estate, New Delhi-110020.

From:

Name & Address of the tenderer

This envelope shall contain the following: -

- EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of “NSIC Ltd.” payable at New Delhi. Cheque will not be accepted. The money receipt issued by NSIC regarding purchase of tender document also to be enclosed in this envelop-I. For Tender documents downloaded from website, a Demand Draft / Bankers cheque of Rs. 590/- (Rupees five hundred ninety only) (non-refundable) including GST towards the cost of tender documents is to be enclosed in envelop –I.
- Certificates / Documents of work experience details of one work of not less than Rs. 3.82 lacs or two works each not less than of Rs, 2.87 lacs or three works each not less than Rs. 1.91 lac executed by the bidder during last five years, on the basis of which bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate should be enclosed. In case of completion certificate issued by the private institutes, TDS certificate should also be enclosed.
- Certificate of Registration for GST.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.
- Copies of PAN/TAN card.
- Copy of CE/EN- certificate for outdoor fitness equipment of the Original Equipment Manufacturer (OEM).
- Copy of ISO certificate of OEM.

**ENVELOPE – II**

**(PRICE BID)**

Name of work : Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi  
Tender no. : Ref: - NSIC/HO/WD/Open Gym/2018  
Date: 07.01.2019

Due date & time of opening :

Addressed to : Chief General Manager-SG (Works), NSIC, Bhawan, Okhla Industrial Estate, New Delhi-110020.

From: Name & address of the tenderer

**NOTE: Envelope-I** shall contain all the documents related to eligibility criteria, earnest money deposit, terms-conditions of tender documents etc. except BOQ and **Envelope-II** shall contain only price bid / BOQ to be charged by the tenderers for execution of the work,. It is to be noted that the **Envelope-II** shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Conditional offers will be rejected.

#### **4.0 QUALIFYING CRITERIA**

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. Corporation reserves the right to cancel or award the work to any party/tenderers.

- EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of “NSIC Ltd.” payable at New Delhi. Cheque will not be accepted. The money receipt issued by NSIC regarding purchase of tender document also to be enclosed in this envelop-I. For Tender documents downloaded from website, a Demand Draft / Bankers cheque of Rs. 590/- (Rupees five hundred ninety only) (non-refundable) including GST towards the cost of tender documents is to be enclosed in envelop –I.
- Certificates / Documents of work experience details of one work not less than Rs. 3.82 lacs or two works each not less than of Rs, 2.87 lacs or three works each not less than Rs. 1.91 lac executed by the bidder during last five years, on the basis of which bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate should be enclosed. In case of completion certificate issued by the private institutes, TDS certificate should also be enclosed.
- Certificate of Registration for GST.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.
- Copies of PAN/TAN card.
- Copy of CE/EN- certificate for outdoor fitness equipment of the Original Equipment Manufacturer (OEM).
- Copy of ISO certificate of OEM.

#### **5. ABNORMAL RATES**

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the Corporation is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by the Corporation shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.



**6. DEVIATIONS TO TENDER CLAUSES**

**Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.**

**7. VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender price given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tenders or varying any terms & price of an item in regard thereof without the consent of owner in writing, Corporation shall reject their tender forfeiting the Earnest money paid by them along with their tender without giving any notice.

**8. AWARD OF WORK**

Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications

**9. ACCEPTANCE / REJECTION OF TENDER**

- i). Corporation does not bind itself to accept the lowest tender.
- ii). Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii). Corporation also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

**10. CORRECTIONS;**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be made by penning through the error and writing the corrected figure / words in legible handwriting by the side of correction duly initialed with date and stamped .

**11. FIRM RATES**

**The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.**

- 12.** It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an

agreement on proforma to be provided by the Corporation for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance work order.

- 13.** Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document/ the prospective tenderers are required to visit NSIC website and CPP Portal for all such amendments/ corrigenda to NIT as well as the tender document.

**CGM-SG (Works)  
NSIC, Okhla,  
New Delhi**

## **GENERAL CONDITIONS OF CONTRACT**

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Corporation shall mean 'The National Small Industries Corporation Ltd. (A Government of India Enterprise) "NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 and shall include their legal representatives, successors and permitted assigns.

### **3. Definition**

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
- e) The Engineer-in-charge means the Technical Officer of the Corporation, as the case may be who shall supervise and be the In-charge of the works.
- f) The Chief General Manager-SG (Works) means the officer who holds the charge of that post in the Corporation at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 during the currency of this agreement, to act on behalf of the Chairman of the NSIC Ltd.
- g) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Corporation issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NSIC in the tender and / or the contract / negotiated rates payable on completion of the works.
- i) The 'Final Sum' means the amount payable under the Contract by the Corporation to the Contractor for the full and entire execution and completion of works, in time.
- j) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the Corporation.

- k) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.
- l) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable ) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- m) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.
- n) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

**4. Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

**5. Inspection of Site:**

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**6. Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

## **7. Discrepancies and Adjustment of Errors:**

The several documents forming the contract are to be taken as mutually explanatory of one another:

7.1(A) In the case of discrepancy between Schedules of quantities, Specifications and / or the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities.
- b) Particular Specification and Special Conditions, if any.
- c) General Specifications.

7.1(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

7.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from 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 drawings and specifications or from any of his obligations under the Contract.

7.3.1 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.

## **8. Security Deposit:**

Total security deposit shall be 10% of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

8.1 **Refund of Security deposit:** One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily subject to furnishing bank/ performance guarantee of equivalent amount.

- 8.2 On expiry of the Defects Liability Period Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- a. No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the Corporation.

**9. Deviations/Variations Extent & Pricing:**

- 9.2.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions, from or additions to, or substitutions from the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carrying out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per clause 10 (i) to (iii) here under of the tender document.
- 9.2.2 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.
- a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; plus.
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

**10. Rates for Extra/Additional Items**

- i) If the rate for additional, altered or substituted item of work specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.
- ii) 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.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-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 Engineer-in-Charge shall, within One

month thereafter, after give 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 Engineer-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 Engineer-in Charge on the basis of market rate(s) and shall be final.

#### **11. Suspension of Works:**

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
  - i) On account of any default on part of the Contractor; or
  - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
  - iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No financial compensation for such suspension shall be admissible to the contractor.

#### **12. Time and Extension for Delay:**

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by NSIC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

12.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

12.2 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or

- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (e) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or
- (f) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

- 12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such request the period for which extension is desired.
- 12.4 In any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/ payable.
- 13. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

#### **14. FORCE MAJEURE**

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

#### **15. MATERIALS**

- 1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
- 2. The contractor shall indemnify the Corporation, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action



being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

3. All charges on account of octroi, terminal or GST and other duties on material obtained for the Works from any source shall be borne by the Contractor.
4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his own expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
  - i. Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
  - ii. All materials brought to the Site shall become and remain the property of the Corporation and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the Corporation. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the Corporation, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before giving any approval as aforesaid, the corporation shall be entitled to recover or adjust any amount given as advance to the Contractor.

**16. Labour laws and payment of wages to be complied:**

The contractor shall comply with the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall at his own expense provide for all facilities in connection therewith. In case, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

*The contractor shall be fully liable for compliance of EPF or ESI of the labours/workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the Corporation has nothing to do with the same. Corporation shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the Corporation, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labours/workmen engaged in the work to the Corporation. In case of default, the Corporation may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time the compliance is proved by the contractor.*

*The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.*

## **17. Liquidated Damages for Delay**

17.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

17.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

## **18. Defects Liability Period:**

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect.

## **19. Contractor's Liability and Insurance**

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss

that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
  - a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
  - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 19.3 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 out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor not liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 19.4 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-Contractors "All Risk Policy" and "Third Party" Insurance policy.
- 19.5 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 19.6 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.
- 19.7. All statutory deductions as applicable like TDS, Works Contract Tax Act etc shall be made from the due payment of the contractor.
- 19.8 No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any

dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.

19.9 The contractor shall ensure that no materials/wastes/plant , equipments etc. are dumped at the site. In case any of the above items are dumped, the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC shall clear the same work at the contractor's risk and cost after serving 7 days notice.

19.10 The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to NSIC.

## **20. Safety Code:**

20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour 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 and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

20.2 The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

20.3 The corporation shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage to the works during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above or damages to the work, the contractor shall be exclusively liable.

## **21. Cancellation of Contract in Full or in Part:**

21.1 If the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-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 7 days after a notice in writing is given to him in that behalf by the Engineer-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 Engineer-in-Charge; or
- d. Enters into a contract with the Corporation in connection with which commission has been paid to any person(s) or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

- e. 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 abstention or execution of this or any other Contract for the Corporation or
  - f. Obtains a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
  - g. Being an individual or any of its partner (in case of 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 of the benefit of his creditors or purport so to do, or if any application be make 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 or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- 21.2 The Competent Authority 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.
- 21.3 The Competent Authority shall on such cancellation, be entitled to:
- a. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
  - b. Carry out the incomplete work by any means at the risk and cost of the Contractor.
- 21.4 On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the Corporation. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation of the contract, the value of contractors material taken over and incorporated in the work and use of tools & tackle and machinery belonging to the Contractor.
- 21.5 Any excess expenditure incurred or to be incurred by the Corporation in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

- 21.6 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- 21.7 Any sums in excess of the amounts due to the Corporation on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the Corporation of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works such benefit shall not accrue to the Contractor.

**22. Liability for Damage, Defects or Imperfections and Rectification thereof:**

- 22.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing from Engineer – in-charge in that behalf, make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor, the contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of non-compliance his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.
- 22.2 In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

**23. Urgent Works:**

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his 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.

**24. PAYMENTS:**

- a. 65% of the value of supply order shall be released after supply of the machine at site.
- b. Balance 35% shall be released after completion of work in all respect.

24.1 No escalation will be paid even in extended period, if any.

24.3 All statutory deductions as applicable like TDS, and other taxes as applicable. shall be made from the due payment of the contractor.

**25. MOBILISATION ADVANCE:**

No mobilization advance whatsoever shall be paid for carrying out this work.

**26. ARBITRATION:-**

26.1 All questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the existence of the contract or after the termination of the contract, the same shall be referred to the sole arbitrator appointed by the Chairman-Cum-Managing Director of the Corporation.

26.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at New Delhi. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

26.3 The law under the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to such proceedings.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

26.4 The Courts in the city of New Delhi shall have the exclusive jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this agreement and any award or awards made by the Arbitrator here-in-before can be challenged in the concerned Courts in the aforesaid city only.

**CGM-SG (Works),  
NSIC, Okhla,  
New Delhi**

**SIGNATURE OF THE CONTRACTOR**

**FORM OF TENDER**

To  
Chief General Manager-SG (Works)  
NSIC LTd,  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi-110020

I/We have read and examined the following documents relating to.....  
.....

**(Name of the Work)**

- (a) Notice inviting tender.
- (b) Instructions to Tenderers
- (c) Technical Specifications
- (d) General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- (e) Special Conditions of contracts if any.
- (f) Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs 12,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of “NSIC Ltd” payable at New Delhi.

If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and reject the tender.

Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that Corporation shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely and reject the tender.

**Signature of bidder.....**

**Duly authorized to sign the tender**

Dated.....

Witness.....

Date.....

Address.....



## APPENDIX

- |  |   |
|--|---|
| 1. Competent Authority :   | C.M.D. NSIC or his<br>Authorized executives   |
| 2. Earnest money/Security deposit  |   |
| a) Estimated cost of the Works;  | Rs. 4.78 lacs   |
| b) Earnest money:  | Rs 12,000/- in the form of<br>DD /Pay order in favour of<br>“NSIC Ltd” payable at New<br>Delhi  |
| c) Security Deposit  | 10%   |
| 3. Time allowed for execution of work  | 30 days   |
| 4. Authority competent to decide if<br>“any other cause” of delay is beyond<br>contractors control | CMD, NSIC or his<br>authorised representative   |
| 5. Liquidated Damaged  | 0.5% (one half of one<br>percent) per week subject<br>to a Maximum 10% value of the<br>contract |
| 6. Defect Liability Period   | 12 months from the date of<br>Completion of work in all respect                                 |
| 7. Authority competent to reduce<br>compensation   | CMD NSIC or his<br>authorized executive.  |

## SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of 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.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward for safeguarding the contractor's materials/work etc. shall be arranged at his cost only.
4. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender and reject the award of the work.
6. **Execution of Work at Risk & Cost of Contractor:**

The balance work, if any, left to be completed after the determination/ cancellation of the contract as per clause no. 21 of the 'General Conditions of Contract' shall be got executed by the Corporation as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the Corporation in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the Corporation as communicated by the Engineer-in-charge within 30 days of written notice.

7. The work has to be executed in accordance with the latest CPWD specification mentioned in the Schedule of quantity and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity with specifications and all testing charges shall be borne by the contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the damages. Nothing extra on these account shall be considered or paid.

10. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.
11. The tenderer shall quote their rates exclusive of GST. GST as applicable shall be extra.
12. The party shall submit their bill including of GST. The 1<sup>st</sup> RA bill submitted by party shall be released including GST. However, for release of GST of subsequent bills, party shall submit the proof of remittance of GST of the previous bill. The contractor must have valid tax registration number commensurate with service to be provided and will provide copy of the same before release of any payment by NSIC.
13. Photographs attached with the tender document is indicative only. However, the bidder should ensure that the equipment proposed to be supplied by them should fulfill the functional requirement of the respective equipment. In case of any discrepancy in the equipment proposed to be supplied and that shown in the attached photographs, the decision of NSIC shall be final and binding.
14. The bidders has to ensure that the equipment proposed to be supplied must confirm the minimum specification mentioned in the schedule of quantity. However, in case any bidder desires to supply the equipment with higher specification than mentioned in the schedule of quantity, they can do so but no price preference shall be given.
15. Bidders shall also confirm that they will supply only EN and certified equipment and shall enclose a copy of the same from the OEM in case bidder is supplier or contractor.
16. The specification given under “General specifications for outdoor fitness equipment” are minimum requirement and in case specification mentioned in the schedule of quantity is richer than General specification, in such a case specification mentioned in the schedule of quantity shall be followed.
- 17. In case of any discrepancy in the specification, special condition or General Condition of Contract the following order of precedent shall be followed:**
  - a. **Special condition**
  - b. **Bill of Quantity**
  - c. **General Condition of Contract (GCC)**
18. All communication should be addressed to CGM-SG (Works), NSIC Ltd, NSIC Bhawan Okhla Industrial Estate, New Delhi-110020

Signature of bidder

**General specification for outdoor fitness equipment**

<b>Subject</b>	<b>Standard for outdoor fitness equipment</b>
User weight	The fitness equipment should be designed for minimum 100 Kg or more user weight
TUV/CE/EN certificate etc	All the equipment shall be Third Party Quality certified as per the specified standard
Safety and quality standard	The equipment should be confirming to the required standard for safety and quality as per DIN/ASTM/CPSC/ES/BIS/EN
Nuts and bolts	Stainless steel 316 and lock nut etc.
Material	Galvanized steel pipe, cleaned by sand blasting, then coated with phosphate solution and finished with electro-static powder coating or other similar available material meeting the required standard
Anti rust	Shot blast/grit blasting of equipment to clean the rust. Electrostatic powder coating technique: To process the pipe surface
Column	The mild steel pipe, column footing plate screw with a pull burst, the surface rust, acid degreasing, cleaning, phosphate rust after a special process , throwing sand, imported plastic powder with a double surface household-level spraying layer, electrostatic stray, high temperature plastic 200 degrees baking powder, smooth surface, UV resistant or as specified by the manufacturer's specification.
Seat and plastic	LLDPE/HDPE/Metal with any protection/composite material with any protection infiltration of anti-ultraviolet, anti – static depolarization element passing, strength, smooth surface, security assurances, weather resistance etc.
UV	Fully resistant
Platforms	High strength punching plate with a special process dealing with wavy surface microscopy, safe and beautiful non-slip resistance.
Fasteners	Stainless steel screws to be used, screw top cover with a plastic cap to enhance its security

# PHOTOGRAPHS OF EQUIPMENT



**Arm Wheel**



**Elliptical Exerciser**



**Double Cross Walker**



**Twister**



Leg Press



Pull /Push Chair





**Rowing Machine**



**Arm and Paddle Bike**

## Schedule of Quantity

**Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi.**

S. No.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				In figure	In word	
1	<p><b>Arm wheel:</b> Providing, designing and fixing of arm wheel in a pair of size 850 x 800 x 1800 mm fabricated with main post of 'C' Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Handle bars are to be provided with high quality grip rubber. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury and base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer-in-charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J- shape welded bolts made of 18mm galvanized rod and once the concrete is set, fix the equipment on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base plate and fixing of equipment etc. (the cement concrete and excavation work shall be paid separately)</p>	No	1			
2	<p><b>Elliptical exerciser:</b> Providing, designing and fixing elliptical exerciser of size 1200 x 540 x 1600 mm fabricated with main post of 'C'Class pre-galvanized mild steel</p>	No	1			

	<p>Pipe of Jindal or equivalent make and minimum 114mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Handle bars are to be provided with high quality grip rubber. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury and base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer-in-charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M-25 and J-shape welded bolts made of 18mm galvanized rod and once the concrete is set, fix the equipment's on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base plate and fixing of equipment's etc. (the cement concrete and excavation work shall be paid separately).</p>					
3	<p><b>Double cross walker:</b> Providing, designing and fixing double cross walker of size 1600 x 600 x 1600 mm fabricated with main post of 'C'Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury and base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00mm, colorful and UV resistant and environmental friendly. Bearing</p>	No	1			

	used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer in charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J shape welded bolts made of 18mm galvanized rod and once the concrete is set, fix the equipment's on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base pedal and fixing of equipment's etc. (the cement concrete and excavation work shall be paid separate					
4	<b>Twister:</b> Providing, designing and fixing twister of size 1700 x 1300 x 1300 mm fabricated with main post of 'C'Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114mmdia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Handle bars are to be provided with high quality grip rubber. Foothold shall be made up of nylon alloy with rounded edges to prevent any impact or injury and base plate cover to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer in charge. Equipment to be fitted with in built limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M-25 and J-shape welded bolts made of 18mm galvanized rod and once the concrete is set, fix the equipment's on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge	No	1			

	regarding material, shape of equipment, colour on metal, seat and base pedal and fixing of equipment's etc. (the cement concrete and excavation work shall be paid separately).					
5	<b>Leg Press:</b> Providing, designing and fixing of leg press of size 2000 x 550 x 1600 mm fabricated with main post of 'C' Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114 mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Handle bars to be provided with high quality grip rubber on top end. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact of injury. Seat to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer in charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movements. All open ends of pipe to be closed by GI/LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J shape welded bolts Made of 18mm galvanized rod and once the concrete is set, fix the equipment on to it and cover nuts and bolts with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base cover plate and fixing of equipment's etc. (the cement concrete and excavation work shall be paid separately).	No	1			
6	<b>Pull/Push chair:</b> Providing, designing and fixing of pull chair in a pair of size 2500 x 800 x 2000 mm fabricated with main post of 'C' Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be	No	1			

	<p>applied at all welding points prior to finishing. Handle bars are to be provided with high quality grip rubber on top end. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact or injury seat to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer in charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J shape welded bolt made of 18mm galvanized rod and once the concrete is set, fix the equipment on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base cover plate and fixing of equipment's etc.(the cement concrete and excavation work shall be paid separately).</p>				
7	<p><b>Rowing Machine-</b> Providing, designing and fixing rowing machine of size 12 80 x 800 x 1150 mm fabricated with main post of ‘ C ’ Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114mm dia and other pipes of 32mm dia and Joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Handle bars are to be provided with high quality grip rubber. Foothold shall be made up of nylon alloy with rounded edges to prevent any impact or injury and base plate cover to be made up from virgin LLDP E manufactured by rotational moulding with minimum thickness of plastic as 4.00mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by</p>	No.	1		

	<p>Engineer in charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J-shape welded bolts made of 18mm galvanized rod and once the concrete is set, fix the equipment's on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base pedal and fixing of equipment's etc. (the cement concrete and excavation work shall be paid separately).</p>					
8	<p><b>ARM &amp; PEDAL BIKE:</b> Providing, designing and fixing of Arm and Pedal Bike as per standard dimensions fabricated with main post of 'C' Class pre-galvanized mild steel Pipe of Jindal or equivalent make and minimum 114 mm dia and other pipes of 32mm dia and joints scalloped as necessary and dressed off removing sharp edges and burrs. Zinc primer paint to be applied at all welding points prior to finishing. Pedals shall be made up of Nylon alloy with rounded edges to prevent any impact of injury. Seat to be made up from virgin LLDPE manufactured by rotational moulding with minimum thickness of plastic as 4.00 mm, colorful and UV resistant and environmental friendly. Bearing used shall be maintenance free, duly oil sealed and self-lubricated made by reputed company to be approved by Engineer in charge. Equipment to be fitted with inbuilt limiters to prevent unwanted movement. All open ends of pipe to be closed by GI/ LLDPE caps for user safety. The equipment to be fixed on ground with concrete of minimum strength M25 and J shape welded bolt made of 18mm galvanized rod and once the concrete is set, fix the equipment on to it and cover with the base plate. All complete as per direction and approval of Engineer-in-charge regarding material, shape of equipment, colour on metal, seat and base cover plate cover and fixing of</p>	No.	1			

	equipment's etc. (the cement concrete and excavation work shall be paid separately).					
9	Providing and fixing base plate for installation of above machines including necessary excavation, concreting with M-25 grade concrete etc. all complete as per the direction of engineer in charge.	each	8			
	Total amount					
	Add: GST					
	Total amount					

Total amount in words: -----

**Signature and seal of the bidder**



## REASON FOR RE-TENDER

**Tender Ref No. : - NSIC/HO/WD/Open Gym/2018 Date: 10.12.2018**

**Name of work: Supply, fixing and commissioning of Open Air Gym Equipment at NSIC Technical Services Centre (NTSC), Okhla, New Delhi.**

To execute the subject work, Tender was published on NSIC website on 13.12.2018 and due date of submission of tender was 31.12.2018. Due to inadequate valid response received by the due date of submission, the said tender has been cancelled and re-tender is being invited.