

Tender

for

**SUPPLY, STITCHING AND FIXING OF PVC COATED WATER PROOF FABRIC
ON ATRIUM ROOF OF NSIC EXHIBITION CENTRE BUILDING
Okhla Industrial Estate, New Delhi -110020.**

TENDER REFERENCE NO. - SIC /HO/WD/1(XXIV)/04



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
Okhla Industrial Estate, New Delhi-110020
Website: <http://www.nsic.co.in>**

M/s

Subject: Quotation for Supply, Stitching And Fixing of PVC Coated Water Proof Fabric on Atrium Roof of NSIC Exhibition Centre Building, Okhla Industrial Estate, New Delhi -110020.

Sir / Madam,

Tender documents in respect of the above mentioned supply, stitching and fixing containing 23 pages are forwarded herewith. ***Please note that tender is to be issued from the office of the General Manager (Contract & Procurement cell) NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi- 110020 upto 24.12.2019 until 11.00 a.m. and is to be submitted upto 26.12.19, 03:00 p.m. Technical Bid shall be opened same day at 3:30pm for technical evaluation and financial part opening to be done separately for which all Qualifying Tenderers shall be intimated.***

The Tender should be signed on each page with date and witnessed at indicated places provided for in the documents. The tender is single stage 02 envelope tender. First envelope to contain EMD & Tender document amount in DD form with all technical documents & tender, second envelope to contain financial part containing price bid. Both envelopes are to be suitably superscribed and sealed and both envelopes are to be put in one bigger envelope.

The tender should be accompanied by Earnest Money Deposit in the form of demand draft for an amount of Rs 2500/- (Rupees Two Thousand Five Hundred only), EMD in the form of cheque or cash shall not be acceptable. 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 earnest money deposit. However, tenderer seeking exemption from payment of earnest money deposit shall submit the proof of the same along with their bid.

The technical part of tenders will be opened at 3.30 P.M. on 26-12-2019.

The person, signing the tender on behalf of company/ firm or on behalf of another person shall attach with the tender, a certified copy of proper authority /power of attorney letter on a non-judicial stamp paper of minimum Rs 100/- duly executed in his favour by such person, company/firm 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
General Manager (C & P Cell)

Signature of the Tenderer with stamp

**Tender notice for Supply, Stitching and Fixing of PVC Coated Water Proof Fabric on Atrium
Roof of NSIC Exhibition Centre Building, Okhla Industrial Estate, New Delhi -110020.**

TENDER REF. NO - SIC /HO/WD/1(XXIV)/04

Date: 09-12-2019

Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. From the suppliers having experience in similar work of supplying, stitching and fixing of PVC coated water proof fabric.

Name of the work	Estimated cost (Rs. In Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Of Tender
Supply, Stitching, fabrication and fixing of 150GSM (minimum) of make SRF, SIEON, MEHLER, or Equivalent, both sides PVC coated fabric in Approved color of minimum TOTAL thickness 0.25mm(+/- 0.05mm) for covering the atrium Pyramid roof (to be fixed on the existing MS frame) with steel binding wire, Area to be covered (Approx. 5000 Sqft.) at NSIC Exhibition Centre.	1.35 Lakh	2500/-	5 working days	From 10-12-2019 to 26-12-2019, upto 11:00AM	26-12-2019 up to 3.00 PM

- Blank tender documents (non-transferable) for above work shall be issued from 10-12-2019 to 26-12-2019 on working days from the office on payment of required non-refundable tender document amount of Rs.500/- (Rupees Five Hundred only) plus GST @ 5% (Total Rs. 525/-) through Bank DD in favour of "NSIC Ltd.", payable at New Delhi. The Tenderers may also download the tender documents from the website however a separate demand draft of Rs 525/- in favour of "NSIC Ltd." payable at New Delhi is to be enclosed along-with the offer towards the cost of tender documents. No Cheque are acceptable. Tenders without EMD will be summarily rejected.
- The tenderer shall take into account basic price, cost of labour, T&P, CGST/SGST/IGST as applicable, conveyance / cartage etc. before quoting the rates. No extra claim what so ever in this regard shall be entertained. Parties are required to quote their Pan No., CGST no. , SGST no.
- The tenderers should have completed supplying, stitching and fixing work of water proof fabric of minimum Rs 50,000/- (Rupees Fifty Thousands only) in any sector. Photocopies for the completion certificates/award letters should be submitted along with the tender (hiding item process, if required).
- While applying for the tender document, the intending tenderers shall furnish proof of works completed of Rs 50,000/-(Rupees Fifty Thousand only) and valid work contract tax/CGST/SGST/IGST as applicable along with Technical bid.

5. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
6. The Tenderers having valid registration with NSIC, MSME or Udyog Aadhar shall be exempted from the submission of EMD and Tender cost. The copy of the registration certificate shall also be enclosed with the Technical bid for availing the benefits or else it shall be taken as non-responsive and shall be summarily rejected. However, in case the said registered Tenderer become L-1, he/she shall be communicated to deposit the security deposit before award of the work.
7. The tenderers must confirm their acceptance of the terms and conditions mentioned herein and the enclosed documents. Each page of this tender alongwith original price schedule (price part in separate envelope) should be signed and returned back with this form as part of the contract.
8. Complete tender document is available on our website www.nsic.co.in and CPPP portal, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the Tenderers may regularly visit the website for checking any corrigendum/addendum to this document.
9. Clarification can be sought from NSIC upto 24-12-2019 through speed post or fax.
10. All the communication with respect to the tender shall be addressed to:

General Manager (Contract & Procurement Cell),
NSIC- LTD, NSIC Bhawan,
Okhla Industrial Estate, Phase-III,
New Delhi-110020
Ph.no. 011-26926275
Fax No. : 011-26910229

11. Special provision for Micro & Small Enterprises:

Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST entrepreneurs will also be given benefits as per Public Procurement Policy, 2012

The definition of MSEs owned by SC/ST is as given under:

- a) In case of proprietary MSE. Proprietor shall be SC/ST
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- Document to claim benefits shall be enclosed along with the offer.

General Manager (C & P Cell)

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISES)

Okhla Industrial Estate New Delhi -110020

Ref: - SIC/HO/WD/EXB/1(65)/07-12

Date: 09-12-2019

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INSTRUCTIONS TO TENDERERS

1. 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 submitting their tender.

2. SITE PARTICULARS & SITE VISIT:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders so as to accustom with site conditions. No claim whatsoever shall be entertained at later date for ignorance on this account & any kind of flexibility wrt tender conditions.

3. SUBMISSION OF TENDER

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 tender of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender. Tenders without Earnest Money Deposit will be out-rightly rejected.

The tender submission envelope shall contain the following: -

First Envelope :- To be superscribed with 'Technical Bid'

Tender EMD of Rs.2,500/- (Rupees Two Thousand Five Hundred only) & Tender Document Fee of Rs.525/- (Rupees five Hundred and Twenty Five only) in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'NSIC Limited' payable at New Delhi to be enclosed. All technical documents, full tender document signed in all respect except price part.

Details of the minimum Rs 50,000/- (Rupees Fifty Thousand only) work executed in company of repute is to be enclosed. Photocopies of the completion certificates/award letters should be submitted along with the tender. The copies may hide individual price part but TOTAL order value should be clear.

Valid GST Number registration, PAN copy is to be submitted.

Second Envelope :- To be superscribed with 'Financial Bid'

Duly filled Price schedule as given in the tender is to be put, keeping in mind that all single line cut corrections are authenticated with proper signatures.

4. ESSENTIAL QUALIFYING CRITERIA:

Tenderer should submit the following documents.

- 1.) EMD in requisite form or MSME registration document justifying exemption
- 2.) Tender document amount in requisite form, if tender is downloaded from NSIC website or MSME document justifying exemption
- 3.) Experience certificates /completion certificates for Rs 50,000/- (Rupees Fifty Thousand only) or above in company of repute.
- 4.) Registration certificate of Work contract tax/GST.

5. DEVIATIONS TO TENDER CLAUSES:

Tenderers are advised to submit the tenders 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. Tenderers are to indicate cost of removal of deviation, if deviations (if any) are taken by tenderers but also to note that same shall get loaded extra.

6. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 45 days from the date of opening of the tenders.

7. AWARD OF WORK

Work shall be awarded to the lowest Financial Tenderer out of all technically qualified tenderers, financial part of non-qualifying Tenderers shall be returned un-opened to them.

8. 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 right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the Tenderer(s) as per the opinion/decision of NSIC, and decision regarding the same shall be final and conclusive.

9. CORRECTIONS in Tender:

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. However, single line correction with signature may be accepted for each correction.

10. FIRM RATES

The rates quoted by Tenderer shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Tenderer shall not change any of the rates, quoted in the tender till the completion of work.

General Manager (C & P Cell)

GENERAL CONDITIONS OF CONTRACT

- 1 Where the context so requires, words meaning 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 Ltd.,NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
- 3 The successful Tenderer shall be issued work order in duplicate, one copy of work order is to be signed and returned to NSIC for reference, record and proof of acceptance of work order.
- 4 As the work completion time allowed is 15 days, no separate formal contract signing is envisaged.

5. 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, taxes tools, equipment and transport which may be required in preparation of the full, entire execution and completion of the works. Anything not explicitly written but required technically for completing the subject work is included in the scope and prices deemed to be included in the offer price.

6. INSPECTION OF SITE:

The Tenderer shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting the tender as to the nature of the work at Site for the quantities and material necessary for the completion of the Works and the means of access to Site, the accommodation he may require, in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

7. SUFFICIENCY OF TENDER:

The Tenderer shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of this tender for the works and of the rates and prices quoted in the Schedule of Quantities, where rates and prices shall 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.

- 8 Any error in scope of work description, quantity or rate in Price Schedule or any omission there from shall not vitiate the Contract or release the Tenderer 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.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the unit rate.

All errors in totaling the amount column and in carrying forward totals shall be corrected.

9. MAINTENANCE & WARRANTY PERIODS:

- a. The Service Provider/Tenderer will be responsible for the comprehensive maintenance during the warranty period of one years for which NSIC, Delhi will not make any extra payment. Warrantee period will start from the date of completion of work of fixing of water proof fabric over the roof.
- b. The response time for attending the faults will be three days (maximum) after they are reported to the Service Provider.
- c. The Service Provider will rectify the faults within three days failing which; the Owner will arrange replacements at the risk & cost of Tenderer.

10. SECURITY DEPOSIT:

Total security deposit shall be 10 % of the accepted tender value and shall be deposited by the Tenderer as following: -

a. Security Deposit:

Earnest money of unsuccessful Tenderers (other than the lowest Tenderer) shall be returned within 30days of awarding the tender and earnest money of successful Tenderer shall be converted into security deposit and remaining amount shall be asked to be deposited by Demand draft. It shall be retained until work completion and thereafter converted to Performance Guarantee for one year. All other sums of money payable by the Tenderer under the terms of this Contract or any other account whatsoever may be deducted from the security deposit/ performance guarantee amount.

b. Refund of Security deposit:

Security deposit amount converted into Performance Guarantee equal to 10% of the total order value shall be released after completion of Defect liability period (one year) subject to confirmation from Engineer-in-Charge for successful work completion and satisfactory performance during the defect liability period.

- c. No interest shall be payable to the Tenderer on the Security Deposit/performance guarantee amount to the Tenderer, by the Corporation.

11. VARIATIONS EXTENT AND PRICING

- a. The Engineer-in-charge shall have power 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 Tenderer 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 shall form part of the contract as if originally provided therein and any altered work which the Tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the Tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- b. The time for completion of the works shall, in the event of any hindrances observed shall be extended, if requested by the Tenderer in writing provided its veracity is correct and also agreed by NSIC Engineer in Charge. However, no price escalation shall be applicable and allowed. Engineer-in-charge shall be Chief Manager (MIS).

12 TIME AND EXTENSION FOR DELAY:

- i. The time allowed for execution of the works is FIVE working days from date of Award of Work Order. The execution of the works shall commence from the Letter of award date on which the Corporation issues written orders and also from the date of handing over of the site, whichever is earlier.
- ii. Time is the essence of this contract and it is to be completed within the scheduled time of FIVE working days from date of award.
- iii. If the work be delayed due to unforeseen conditions as given here under :-
- (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 Tenderers 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 Tenderer's control.
 - (g) Reasonable extension for completion shall be allowed on discretion of Engineer in Charge of NSIC.
- iv. Then upon the happening of any such event causing delay, the Tenderer 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.

- 13.** The Tenderer shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P), labour & drinking water 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 Government 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 Tenderers.

15. MATERIALS:

All materials to be provided by the Tenderer shall be in conformity with the specifications laid down in the contract and the Tenderer shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

16. LABOUR:

- a) The Tenderer shall employ its labour to maintain the required progress and quality to ensure workmanship to the satisfaction of the Engineer-in-Charge. The Tenderer shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b) All the workers or employees deployed by the Tenderer shall be the employees of Tenderer and corporation shall not have any liability what so ever in this regard for such workers/employees of Tenderer.
- c) The Tenderer shall pay wages to labour employed by him directly, but not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
- d) The Tenderer shall in respect of labour employed by him shall comply with the Contract Labour Regulation Act in regard to all matters provided therein.
- e) The Tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.
- f) The Tenderer shall indemnify and keep indemnified the Corporation against:
 - Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.
 - Any claim arising out of loss/ damage to the workmen engaged by the Tenderer during execution of the work.
 - Any claim due to non-compliance of applicable Provident Fund/ Labour laws, ESI Regulations etc.

17. INSPECTIONS AND APPROVAL:

All work in this process shall be subject to examination and approval for which the Tenderer shall give due notice to the Engineer-in-Charge or his authorized representative. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Tenderer shall give such facilities as may be required for such inspection and examination.

18. LIQUIDATED DAMAGES FOR DELAY:

Time is the essence of this contract. In case the Tenderer fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 0.5% (Half percent only) of the value of contract per week and or part thereof on the delay subject to a maximum of 10% (ten percent only) of the value of the contract.

19. INSTRUCTION AND NOTICES:

a. Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge entrusted with the functions, duties and powers of the Engineer-in-Charge. For this contract it will be Chief Manager (Works), NSIC, New Delhi.

b. All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Tenderer shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

c. Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Tenderer and Tenderer shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

d. The Tenderer shall be paid at Contract rates full amount for works executed at Site and as certified by the Engineer-in-Charge.

20. CANCELLATION OF CONTRACT IN FULL OR IN PART & EMD FORFEIT MAY BE DONE UNDER ANY OF THE FOLLOWING CONDITIONS

- a. If the Tenderer 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 the notice given in writing by the Engineer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement.
- e. 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.

21. LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:

If the Tenderer 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. contiguous 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 Tenderer shall upon receipt of a notice in writing in that behalf make the same good at his own expense. 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, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Tenderer 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 Tenderer. Before taking such action, however, the Engineer-in-Charge shall give three days' notice in writing to the Tenderer.

22. URGENT WORKS:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Tenderer is unable or unwilling to carry it out at once, 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 Tenderer is liable under the contract to carry out at his expenses, the expenses indicated in Price Schedule for such work shall be recoverable from the Tenderer and be adjusted or set off against any sum payable to him.

23. PAYMENT TERMS :

- a. The Engineer-in-Charge (EIC) shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- b. All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.
- c. Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are for payment breakup and accounting purpose and Tenderer will have to carry out the work as per the scope of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender price will be considered. For releasing the payment upto accepted work, EIC has to submit the verified Bill with measurement sheet for Payment as approved by the concerned Divisional Head.

- d. The Tenderer shall, without extra charge, provide assistance with labour and other things as necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.
- e. No escalation will be paid even in extended period, if any.
- f. All measurements shall be taken jointly by the Engineer-in-charge and by the Tenderer or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the Tenderer both. If the Tenderer objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference of interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items, or extra items if allowed in the contract.
- g. All statutory deductions as applicable like TDS shall be made from the due payment of the Tenderer. This is to be noted by the Tenderers.
- h. If the need to remove existing PVC coated fabric is felt necessary a provision of allowing two percent (maximum) of the contract value additionally is kept in this contract, which can be exercised by E.I.C. as per Divisional Head approval.

24. METHODS OF MEASUREMENT:

Except where detailed description of the work is made, Quantities expressly shown in Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

25. INCOME TAX/WCT

- a. Income tax including surcharge if any, at the prevailing rate shall be deducted from the Tenderer's bills as per the provision of Income Tax Act.
- b. The Tenderer shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / CGST/SGST. Necessary deductions will be made from the Tenderer's bill as applicable.

26. CARRYING OUT PART WORK AT RISK & COST OF TENDERER:-

The Engineer-in-charge without prejudice to any other right or remedy against the Tenderer which have either accrued, by a notice in writing by EIC to take the part work/ part incomplete work of any item(s) out of his hands with due notice of one month and no action been observed from Tenderers, EIC shall have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, Stores etc., thereon; and/or
- b) Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the Tenderer.

In the event of above course being adopted by the Engineer-in-charge, the Tenderer shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

27. ARBITRATION AND LAWS OF ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein as mentioned elsewhere in the specification and as to the quality of workmanship or materials used for work, claim, or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders and these 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 abandonment thereof shall be referred to the sole arbitration of the Chairman-cum-Managing Director of the National Small Industries Corporation Ltd. or his nominated personnel.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 2019, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a 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 of such dispute.

The arbitrators may with consent of second party enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings and so payment due to be payable to the Tenderer shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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

The Indian Laws shall govern this contract for the time being in force. The courts at New Delhi / Delhi only shall have the jurisdiction.

General Manager (C & P Cell)

FORM OF TENDER

To,
General Manager (Contract & Procurement Cell)
NSIC Ltd.,
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110020

I/We have read and examined the following documents relating to
**Supply, Stitching and Fixing of PVC Coated Water Proof Fabric on Atrium Roof of NSIC
Exhibition Centre Building, Okhla Industrial Estate, New Delhi -110020**

- a. Notice inviting tender.
- b. Instructions to Tenderers
- c. Technical Specifications
- d. General Conditions of Contract (including Tender), 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. Price Schedule

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-A.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 45 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 2,500/- (Rupees Two Thousand Five Hundred only) 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. 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.

Signature of Tenderer.....

Duly authorized to sign the tender on behalf of the (in block capitals).....

Dated.....

Witness.....

Date.....

Address.....

.....

.....

APPENDIX-A

1	Competent Authority	C.M.D. NSIC or his authorized executives
2	Earnest money/Security deposit	
	a) Estimated cost of the Works	a) Rs.1,35,000/- (Rs. One Lakh Thirty Five Thousand only)
	b) Earnest money Deposit	b) Rs 2,500/- in the form of DD /Pay order in favour of NSIC Ltd. New Delhi
	c) Security Deposit/Performance Guarantee	c) 10% of the contract value
3	Deviation limit for items of work	No deviation allowed
4	Time allowed for execution of work	FIVE working Days i.e. excluding holidays
5	Authority competent to grant extension of time due to any cause of delay which is beyond Authorized representative or Tenderer's control	GM(C & P Cell) NSIC Ltd. New Delhi on recommendation of E.I.C.
6	Liquidated Damages	0.5% (half a Percent) per week subject to a maximum of 10% of the contract value.
7	Approving Authority for releasing the payment to the accepted tender value	E.I.C. through concerned Divisional Head upto the accepted tender value
8	Defect Liability Period	One Year from the date of Completion of work.
9	Authority competent to change the conditions of contract	GM (C & P Cell) NSIC Ltd. New Delhi

SPECIAL CONDITIONS OF CONTRACT

1. Any item not explicitly indicated in technical specifications but required for completing the work as per scope of work for supplying, stitching & fixing of PVC coated water proof fabric is deemed to be included in the offer price.
2. The Tenderer shall ensure quality control measures on different aspects of installation including materials, workmanship and correct commissioning methods.
3. Electricity, if required to execute the work at site will be provided free of cost by NSIC at one point. However, extension board, power cable, T &P etc as required for work completion will have to be arranged by the Tenderer keeping all human safety in mind.
4. Tenderer has to ensure human & material safety and provide adequate supervision.
7. 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 Tenderer shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
8. No compensation shall be payable to the Tenderer for any damage caused by rains lightning, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work.
9. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
10. If the Tenderer fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent or Award of work, the Corporation shall forfeit the earnest money deposited by him.
11. All the works to be carried out in accordance with latest applicable BIS Standard and as per the directions of Engineer-in-charge.
12. The detailed scope of the work is enclosed in separate sheet.

General Manager (C & P Cell)

SCOPE OF WORK

The details of work to be carried out (schedule of quantities) at NSIC Exhibition Centre Building, Okhla Industrial Estate, New Delhi-110020 are as described below:

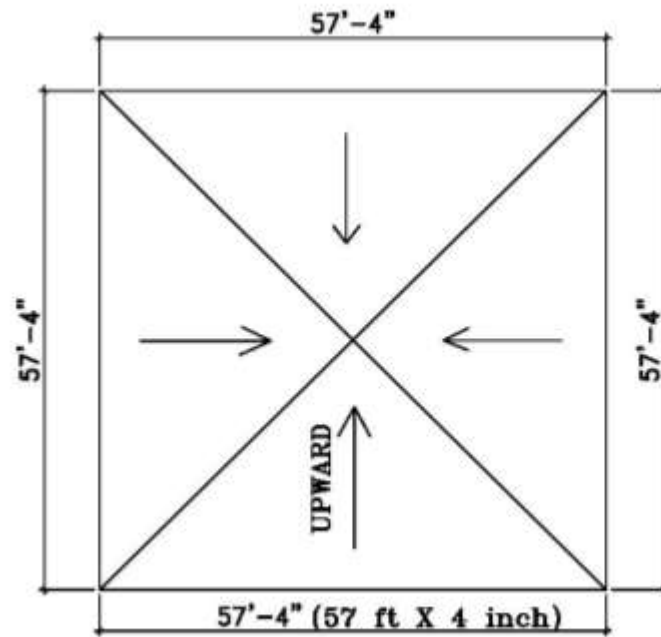
1. To supply 150GSM (minimum) of make SRF, SIEON, MEHLER, or Equivalent, PVC coated fabric (both sides pvc), stitch, fabricate and fix (in approved color), of minimum TOTAL thickness 0.25mm(+/-0.05mm tolerance) for covering the atrium Pyramid roof (to be fixed on the existing MS frame and already existing fabric) with steel binding wire, area to be covered (is approximately 5000 Sqft.) at NSIC Exhibition Centre, Okhla, New Delhi.
2. Stitch, fabricate and fix Tenderer supplied PVC coated fabric in approved colour as at S.no. (1) alongwith all accessories (as in scope of Tenderer) and cover the Atrium Pyramid Roof by fixing in the existing MS frame with steel binding wire. Area to be covered (is approximately 5000 Sqft.) at NSIC Exhibition Centre.
3. If the need to remove existing PVC coated fabric is felt necessary a provision of allowing two percent (maximum) of the contract value additionally is kept in this contract, which can be exercised by E.I.C. as per Divisional Head approval.
4. All labour, materials, tools, equipment, scaffolding, security & safety tools, cartage and transport which may be required in preparation of and for the full and entire execution and for completing of the works is in Tenderers scope including ladder requirement (if any).
5. Color approval and Quality of fabric approval may please be taken from EIC with permanent marker and retained for checking for use of same fabric for subject work.

Facility provided by NSIC :-

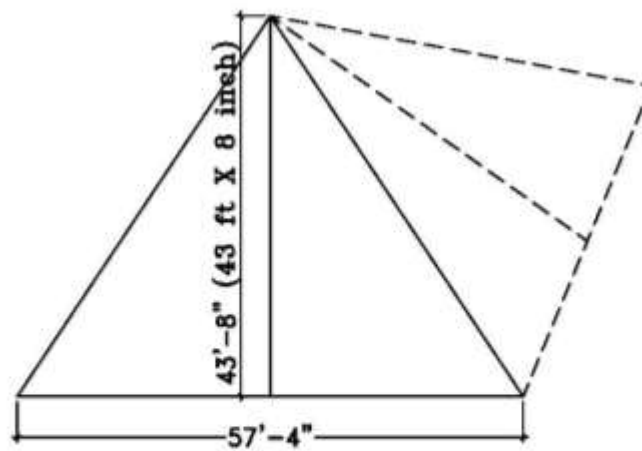
1. Drawing for the pyramid roof shape is a part of tender document and provided in following sheet.
2. The access to reach the roof is through stairs in the building
3. NSIC will not provide any ladder (if required) for reaching the height of pyramid or for any other reason.

(General Manager-C&P)

DRAWING OF PYRAMID ROOF



Plan of Atrium Roof



Elevation of Atrium Roof
at EMC division, Okhla, New Delhi

Dimensions are not to scale

PRICE BID (TO BE PUT IN ENVELOPE-2)

PRICE SCHEDULE (FOR SUPPLY AND WORK)

Description of item	Unit	Quantity	Unit Rate	Amount (Rs.)
Supply, Stitching, fabrication and fixing of 150GSM (minimum) of make SRF, SIEON, MEHLER, or Equivalent, both sides PVC coated fabric (in approved color) of minimum TOTAL thickness 0.25mm(+/- 0.05mm) for covering the atrium Pyramid roof (to be fixed on the existing MS frame & fabric) with steel binding wire, Area to be covered (Approx. 5000 Sqft.) at NSIC Exhibition Centre.	Lump-sum	1 Job		
Total amount* excluding GST				
GST				
*Provision of additional amount as per Clause 23(h), (Page-14 of 23), for removal of existing fabric if allowed by Divisional Head.				

Total Rupees (in words) _____ only plus GST

Note :

The rates quoted above shall be firm and inclusive of the cost of supply of materials, stitching, fabrication, labour, fixing, cartage, transportation, scaffolding, human security & safety, tools and measures, T&P and taxes except GST complete in all respect for destination at NSIC Exhibition Building, Okhla Industrial Estate, New Delhi - 110020. GST shall be paid separately to the contractor.

Signature of Tenderer with stamp