

**TENDER FOR
Repair and Overhauling/ servicing of 180TR Air
Conditioning Plant Make: Carrier installed at NSIC
Exhibition Centre**

**OKHLA INDUSTRIAL ESTATE,
NEW DELHI-110020**



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Government of India Enterprise)

**NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI -110020**

Tel No. 011-26926275

**Weblink: NSIC web site: <https://www.nsic.co.in/tender/CurrentTenders>
and CPP Portal: <https://eprocure.gov.in/epublish/app>**

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020

SIC/HO/EXB(LUM)/AC PLANT/2012

Dt: 05-12-2022

M/s. -----

Sub: Repair and Overhauling/Serviceing of 180TR Air Conditioning Plant make: Carrier installed at NSIC Exhibition Centre, Okhla Industrial Estate, New Delhi-110020.

Sir,
Tender document in respect of the above mentioned works containing 37 pages as detailed on page 6 (Index) are forwarded herewith. ***Please note that tender is to be delivered in the office of the Ch. Gen. Manager-SG (Works), NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate, Ph-III, New Delhi- 110020 on or before 26/12/2022 up to 15.00 PM.***

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

The tender should be accompanied by tender fee and Earnest Money Deposit (EMD) in the form of demand draft as mentioned in Appendix. Tenders without tender fee and earnest money deposit or without valid exemption certificate shall be summarily rejected. The **Technical Bids will be opened on 26.12.2022** at 3.30 P.M. and date for opening Financial Bids shall be communicated later to Technically qualified Bidders.

The person, signing the tender on behalf of company/firm or on behalf of another person shall submit with Technical Bid a copy of proper authority through Board Resolution or Power of Attorney on a non-judicial stamp paper of requisite value duly executed in his/her favour by such person, company/firm and must state specifically that he/she 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

Ch. General Manager (Works)

Encl.: 37 Pages

Seal & Signature of the Bidder

NOTICE INVITING TENDER

Tender notice for Repair and Overhauling/Serviceing of 180TR Air Conditioning Plant
make: Carrier installed at NSIC Exhibition Centre, Okhla Phase-III, New Delhi.

Ref: **SIC/HO/EXB(LUM)/AC PLANT/2012**

Date: 05.12.2022

Sealed item rate tenders are invited in two Bid system (Technical & Financial Bid in two separate sealed envelopes contained in one bigger envelope) from OEM (M/s Carrier Air conditioning & Refrigeration Limited) or their authorized service providers for repairing of 180TR AC plant consisting of Chiller Units of 3X60 TR, Air Handling units-05 Nos and allied equipment & accessories installed at NSIC Exhibition Complex, at Okhla Industrial Estate, New Delhi 110020.

Name of the work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) & Tender Fee (Rs.)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
Repair and Overhauling /Serviceing of 180TR AC Plant Make: Carrier installed at NSIC Exhibition Complex, Okhla Phase-III, New Delhi 110020.	17,81,716/- (including GST)	EMD – Rs.35,600/- Tender Fee – Rs.1180/- (including GST) (non-refundable)	90 Days	From 05.12.2022 to 26.12.2022	26.12.2022 up to 3.00 PM

1. The intending tenderers can download the complete tender document available on the web site: www.nsic.co.in/tender/current-tender.aspx www.eprocure.gov.in and submit the same along with requisite tender fee, EMD 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 tender fee and 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 GST, Statuary taxes etc. as applicable.

4. The intending tenderers should have satisfactorily completed similar works during last 7 (Seven) years ending 30.11.2022. Eligibility criteria for the tenderers for this work, who have successfully completed during last 07(Seven) years ending 30.11.2022 either:

(i) Three similar works costing not less than **Rs. 7,12,686/-** each

or

(ii) Two similar works costing not less than the amount of **Rs. 8,90,858/-** each

or

(iii) One similar work costing not less than **Rs.14,25,372/-**

Similar kind of work means repair/overhauling/servicing/maintenance work of Central Air Conditioning plant **preferable make Carrier make**". The values mentioned above are inclusive of GST.

5. The tender documents duly completed along with tender fee, earnest money deposit (if not eligible for exemption) and supporting documents are to be submitted at the office of the Ch. *General Manager-SG(Woks), NSIC LTD, NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020* upto 26.12.2022 latest by 3.00PM. Technical Bid of the Bidders shall be opened on 26.12.2022 at 3.30 PM. The tender submitted without tender fee and earnest money deposit or valid exemption certificate, shall be summarily rejected.

6. Requisite amount towards tender fee & EMD may be deposited through NEFT/RTGS/Online transfer. Bank Account details for transfer of Tender fee through NEFT/RTGS is as under:

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK IFSC CODE
NSIC Ltd.	PNB, NSIC Bhawan, Okhla, New Delhi	060-200-2100-000-892	PUNB0060200

Proof of transaction made through NEFT/RTGS/Online transfer shall be submitted along with Technical Bid.

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 wherein 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 tenderers who resort canvassing will be liable to be summarily rejected.

9. Self-attested Photocopies of the completion certificates, award letters should be submitted along with the tender. Documentary evidence for each similar work should contain performance certificate from client clearly indicating full details of nature of work, work order no. and date, client address, value of work as per

work order and as per actual work carried out.

10. Conditional offers would not be accepted, and are liable to be rejected. NSIC has right to verify the particulars furnished by the Bidder independently.
11. Tenderers shall take into account the cost of labour, loading/unloading & cartage, taxes etc. for providing the service at site i.e. NSIC-Exhibition Complex, Okhla Industrial Estate, Ph-III, New Delhi while quoting the rates. In this regard no separate claim what so ever shall be entertained.
12. The tender shall be completed in all respect and should be signed by the Authorized Signatory of Tenderer on all the pages and duly signed all pages of tender shall be placed with Technical Bid. Also the company stamp shall be placed under the signature of person on each and every page of tender document.
13. Technical Bids without Earnest Money will be summarily rejected. Earnest Money Deposit of the unsuccessful Bidders will be returned to them after completion of the tendering process.
14. The tenderers registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Ministry of Micro, Small and Medium Enterprises or registered with Central Purchase Organization of the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion should submit as self-attested photocopy of registration certificate along with the Technical Bid envelope for availing exemption of earnest money. However, in case the said registered Bidder become L-1, he will have to deposit the security deposit after award of the work. The copy of the said certificate shall also be enclosed with the tender document for availing the benefits.
15. In case of online transaction for tender fee & EMD, the details of transaction are to be submitted along with Technical Bid.

Ch. General Manager -SG(Works),
NSIC LTD,
Okhla, New Delhi

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020

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THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020

INSTRUCTIONS TO THE 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. The AC Plant can be inspected on any working day between 11:00 hours and 17:00 hours with the permission of Engineer in charge – Chief Manager (Electrical) or authorized representative of NSIC.

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 tender fee (if not eligible for exemption) as stipulated in the Notice/Letter Inviting Tender ONLY. Tenders without tender fee (if not eligible for exemption) will be out rightly rejected.
- c) The tender shall be submitted in accordance with the given instructions and any tender not conforming to the instructions as under is liable to be rejected.
- d) Bids prepared by the tenderer shall contain all requisite information along with self attested supporting documents as per details in Technical Bid–Part-I.

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012

The Tender is consisting of two parts:

PART I- (TECHNICAL BID)

PART II- (FINANCIAL BID)

Both the parts (Technical & Financial) in two separate sealed envelopes shall be contained in a properly sealed bigger envelope addressed to:

Ch. General Manager -SG(Works),

NSIC Ltd.

NSIC Bhawan

Okhla Industrial Estate,

New Delhi - 110020

The bigger envelope must be super-scribed "**Tender for Repair and Overhauling/ Servicing of 180TR Air Conditioning plant installed at NSIC Exhibition Centre, Okhla, New Delhi**".

Due date & time of opening: 26.12.2022 at 03.30 PM

From:

Name & Address of the tenderer

The two envelopes inside the bigger envelope must be superscribed as:

i. ENVELOPE –I (TECHNICAL BID)

Name of work : "***Tender for Repair and Overhauling/ Servicing of 180TR AC Plant***"

Tender : Ref:- SIC/HO/EXB(LUM)AC PLANT/2012 dated:05.12.2022

Due date & time of opening: 26.12.2022 at 03.30 PM

From: Name & Address of the tenderer

The Technical Bids will be opened first. In selecting Technically suitable parties, the decision of NSIC will be final and binding. Financial Bids of only those tenderers who qualify in the Technical Bid will be opened.

Intimation will be sent to those tenderers who qualify in the Technical Bid.

This envelope-I shall contain the following: -

1. Tender fee of Rs.1180/- (non-refundable) and earnest money deposit of Rs.35,600/- in the form of Demand Draft/Banker's Cheque drawn on a scheduled/nationalized bank in favour of "The National Small Industries Corporation Ltd"." payable at New Delhi. In case tender fee and EMD is transferred through NEFT/RTGS/Online transfer, proof of the same should be attached with the Technical Bid of the tender document.

Bank Account details for transfer of Tender fee through NEFT/RTGS is as under:

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK CODE	IFSC
NSIC Ltd.	PNB, NSIC Bhawan, Okhla, New Delhi	060-200-2100-000- 892	PUNB0060200	

2. Certificates, work order or Agreements, Schedule of quantities documents in support of work experience executed during last 7 (Seven) years ending 30.11.2022 must be enclosed. Eligibility criteria for this work is having successfully completed during last 07(SEVEN) years ending 30.11.2022 either (i) Three similar works costing not less than **Rs. 7,12,686/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,90,858/-** each or (iii) One similar work costing not less than **Rs.14,25,372/-** on the basis of which Bidder wishes to get qualified. The values mentioned above are inclusive of service tax/ GST. Similar kind of work means repair/overhauling/servicing/maintenance work of Central Air Conditioning plant preferable make Carrier make.

In case of completion certificate issued by the private parties, TDS certificate should also be enclosed.

3. In case of authorized dealer of OEM i.e. M/s Carrier Air conditioning & Refrigeration Limited, the intending tenderers/Bidders shall submit a copy of valid authorization certificate towards after sales service and Technical support for proprietary items of OEM i.e. M/s. Carrier Air Conditioning & Refrigeration Limited. Tenderers/Bidders shall enclose the copy of the same along with the tender/offer. In case tenderer fails in submission of this letter, tender/offer shall be treated invalid.
4. Certificate of Registration for GST.
5. Partnership Deed in case of partnership firm and Memorandum and Articles of Association in case of limited Company.
6. Power of Attorney in favour of person who has signed the tender document. In case of company, the authority to sign the tender is to be submitted under Board Resolution.
7. Copies of PAN card of the tenderer.
8. Each page of Complete tender documents including enclosures with company seal & signatures of authorized signatory of tenderer/Bidder.

It may be clearly noted that the filled up Financial Bid should not be placed inside this envelope containing the Technical Bid. In case the

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012
filled up Financial Bid is found inside the Technical Bid, such tender shall be summarily rejected.

ii) ENVELOPE –II (FINANCIAL BID)

Name of work: *Tender for Repair and Overhauling/Serviceing of 180TR AC Plant”.*

Tender No.: Ref:- SIC/HO/EXB(LUM)AC PLANT/2012

From:

Name & address of the tenderer:

NOTE:

Envelope-I shall contain all the supporting documents related to eligibility criteria, terms & conditions/instructions of tender documents etc. i.e. complete tender documents except Financial Bid part.

Envelope-II shall contain only Financial Bid/Schedule of Quantities with rates and amounts 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/or any other request what so ever. Conditional offers will be rejected.

4.0 QUALIFYING CRITERIA

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

- Certificates / Documents of work experience executed during last 7 (Seven) years ending 30.11.2022 must be enclosed. Eligibility criteria for this work is having successfully completed during last 07(SEVEN) years ending 30.11.2022 either (i) Three similar works costing not less than **Rs. 7,12,686/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,90,858/-** each or (iii) One similar work costing not less than **Rs.14,25,372/-** on the basis of which Bidder wishes to get qualified. The values mentioned above are inclusive of service tax/ GST. Similar kind of work means repair/overhauling/serviceing/maintenance work of Central Air Conditioning plant preferable make Carrier make. Copies of supporting work orders, schedule of quantities and completion

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012 certificate should be enclosed. **In case of completion certificate issued by the private parties, TDS certificate should also be enclosed.**

- In case of authorized dealer of OEMs, the intending Bidders/tenderers should have valid authorization certificate towards the after sales service and Technical support for proprietary items of OEM i.e. M/s. Carrier Air Conditioning & Refrigeration Limited. Tenderer/Bidders shall enclose the copy of the same along with the Technical Bid. In case tenderer fails in submission of this letter, tender/offer shall be rejected.
- 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 card of the tenderer.
- Each page of tender document including enclosures with sign & stamp of Authorized Signatory.

6.0 DEVIATIONS TO TENDER CLAUSES

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

7.0 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.

8.0 AWARD OF WORK

Work shall be awarded to the lowest Bidder in terms of price offered in Financial Bid, subject to the fulfillment of qualifying criteria, and of other terms & conditions and specifications of the tender.

9.0 ACCEPTANCE/REJECTION OF TENDER

- 9.1 Corporation does not bind itself to accept the lowest tender.
- 9.2 Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 9.3 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.

10.0 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 pen and writing the corrected figure / words in legible handwriting by the side of correction duly initialed with date and stamped.

11.0 FIRM RATES

The rates quoted by tenderer/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. CODE OF ETHICS : The tenderers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- a. **“Corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b. **“Fraudulent practice”:** any omission or commission or misrepresentation that may mislead or attempt to mislead so that

financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- c. **“Anti-competitive practice”**: any collusion, Bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more tenderers, with or without the knowledge of NSIC, that may impair the transparency, fairness and the progress of the procurement process or to establish Bid prices at artificial, non-competitive levels;
- d. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

In case it comes to the notice of NSIC at any stage that a tenderer has indulged in any corrupt/ fraudulent/ anti-competitive/coercive and unlawful practices in competing for or in executing, a contract in question:

- i) Will reject a proposal for award
 - ii) Will declare the tenderer not eligible and debar for a period of three years from being awarded a contract.
13. 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 an on-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance work order.
14. Any addendum/ corrigendum if 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 weblink-<https://www.nsic.co.in/tender/Current-Tenders> and CPP Portal for all such amendments/corrigenda to NIT as well as the tender document from time to time.
15. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.

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All the communication/queries with respect to the tender shall be addressed to:

**Ch. General Manager -SG(Works),
NSIC- Ltd., NSIC Bhawan,
Okhla Industrial Estate,
Phase-III,
New Delhi-110020
Email: procurement@nsic.co.in**

Any queries regarding tender are to be submitted by email within 07 days of publishing the tender.

We hereby confirm our acceptance to the instructions (S.No-1 to 15 above) as given above.

SEAL & SIGNATURE OF THE TENDERER

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words signifying the singular only also include the plural and vice versa.
2. Corporation shall mean 'The National Small Industries Corporation Ltd. (NSIC) (A Government of India Enterprise) having its registered office at 'NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 which expression shall include its legal representatives, successors and permitted assignees.

3. Definition

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to there in 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 NSIC Exhibition Centre, Okhla Phase-III, New Delhi where work is to be executed under the contract 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 (M.I.S.) means the officer who holds the charge of that post in the NSIC HO, NSIC LTD, Okhla Industrial Estate, New Delhi-110020 during the currency of contract, 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 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, testing and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

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 work, the quantities and material necessary for the completion of the Works and the means of access to the Site, for the storage of materials he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012
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) Notwithstanding anything containing in any document pertaining to the tender, in the case of discrepancy between Schedules of quantities, Specifications and/or the Tender Drawings, the following order of preference shall be observed.

- a. *Agreement*
- b. *Letter of Award*
- c. *Amendment/ Corrigendum to the tender document*
- d. *Schedule of Quantities (Financial Bid)*
- e. *OEM Recommendations/manufacturer norms*
- f. *Notice Inviting Tender and Instruction to Tenderers*
- g. *Special conditions*
- h. *General Condition of Contract (GCC)*

7.1(B) If there are varying or conflicting provisions made in any document 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 tender drawings and specifications or from any of his obligations under the Contract.

7.3.1 Inconsistencies/ Ambiguities in the Financial Bid (schedule of quantities) shall be dealt with in accordance with the following rules:-

- a) Since this is an work including Item based Tender, only final 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.

8.0 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.

9.0 Security Deposit:

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

a). Initial Security Deposit:

The earnest money deposited shall be converted into initial security deposit.

b). Balance Security Deposit

Balance security deposit will be recovered in through deduction of bill up to 10% of total accepted tender cost after adjustment of EMD.

- 9.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.
- 9.2 **Refund of Security deposit:** Security deposit refundable to the OEM/OEMs authorized dealers 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 after defect liability period of 12 months.
- 9.3 No interest shall be payable to the contractor on the Security Deposit furnished/ recovered from the contractor, by the Corporation.
- 9.4 Security Deposit will be forfeited in the event of the contract offered in full or in part not being fulfilled by the Tenderer/Contractor.
- 9.5 SSI units registered with the NSIC under its Single Point Registration Scheme will be exempted from submission of EMD/Tender cost. However, in case the said registered contractor become L-1, he will have to deposit an amount equivalent to EMD as initial security deposit within 3 days from the date of award of the work Balance security deposit shall be recovered in through deduction of bill up to 10% of total accepted tender cost after adjustment of amount submitted as initial security deposit.
10. **Deviations/Variations Extent and Pricing**
The Engineer-in-charge shall have power (i) to make alteration, in omissions, or additions, or substitutions from the original specifications, tender 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 or for any 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 alternations, 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

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or substituted work shall be determined by the Engineer-in-Charges as per clause 11 (i) & (ii) here under of the tender document.

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

11. Earnest Money Deposit:

- a) An EMD of Rs 35,600/- shall be paid along with the tender either by way of DD/Pay order drawn in favour of the “National Small Industries Corporation Ltd” payable at New Delhi. EMD may also be paid through NEFT/RTGS/Online transfer of amount. Bank details for amount transfer is provided under para6 of Notice Inviting Tender.
- b) NSIC shall not be liable for payment of any interest on EMD or any depreciation thereof.
- c) Any request by the Bidders to consider their EMD furnished by them to NSIC for any other contract/tender as EMD for this tender cannot be considered. Hence the Bidders have to invariably furnish the required EMD for this tender.
- d) The EMD will be returned to the unsuccessful Bidders soon after the orders are placed on the successful Bidder/s.
- e) In case of successful Bidder, the EMD will be converted as part of Security Deposit (SD) for due performance of the contract.
- f) The EMD/SD will be forfeited in the following cases:
 - I. If the Bidder fails to accept the order based on his offer and/or fails to agree to enter into contract within the prescribed time.
 - II. If the Tenderer for any reason withdraws the tender after it is accepted or fails to execute the orders within stipulated period, the

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NSIC shall be at liberty to cancel the order forthwith. The EMD of the tenderers in such a case will be forfeited by the Corporation.

- III. If the Bidder delays to execute the work beyond a reasonable time resulting in disruption of NSIC works.

12.0 Deviation, Extra Items and Pricing Rates for Extra/ Additional Items

- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item 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 date of 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 fifteen days 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) shall be final. Payment of such items shall be made accordingly.

13.0 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 carryout 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.

14.0 Time and Extension for Delay:

14.1 The time allowed for execution of the works as specified in the intending of tender or the extended time in accordance with these conditions shall be the essence of the Contract. The stipulated completion period of **ninety days** will be reckoned from the date of the taking over the site or 10 days from the date of award the work, whichever is earlier.

14.2 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 as described in clause 14.2 herein above 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.

15 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.

16 MATERIALS

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

1. 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 to 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.
2. 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.
3. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials/component supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor. The cost of materials consumed in tests shall be borne by the Contractor.
4. 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

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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 remains 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.

17 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 contractor 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, maternity benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all Labourers 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 labourers/ 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 what so ever 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 labourers/ 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, as applicable subject to submission of necessary supporting documents by the contractor to the satisfaction of the Engineer-in-Charge.

18. Inspections and Approval:

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the contractor shall give such facilities as may be required for such inspection and examination, at manufacturers works if necessary.

19. Liquidated Damages for Delay

Time is essence of the contract. The time for completion of the work in all respect shall be **90 days** from the date of commencement of work at site or acceptance of LOA. 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 final sum payable under the contract per week and or part thereof for the delay subject to a maximum of 10% (ten percent only) of the value of the contract. 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.

20 Instruction and Notices:

20.1 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 or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

20.2 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 Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

20.3 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 Contractor and Contractor shall have no claim to any payment of 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.

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

21. Cancellation & termination of Contract in Full or in Part:

Contract shall be cancelled & terminated under any of following conditions:

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 07 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 07 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) Violates any of the terms and conditions stipulated in the contract,
- 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 share/debenture holders is appointed or circumstances shall arise which entitle the Court or share/debenture holders to appoint a receiver or manager; or

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

If the Contractor or his workmen or employees shall injure or destroy any part of the building, road, fence, equipment, machine in which they are working or any building, road, fence, equipment, machine 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 Contractor 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 droppings of any substance 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 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 at his own and/or by other means carry it out, as he may consider necessary and fit. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses, the 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. VALUATIONS AND PAYMENT:

- 24.1 90% payment shall be released subject to completion of work with respect to BOQ and testing of plant in order to achieve the desired cooling performance upto satisfactory level with respect to capacity of air conditioning plant and submission of following:

- i) The copy of OEM verification regarding the satisfactory work completed including supply and installation of genuine spare parts should be also submitted by the executing agency at the end of completion of work to the engineer in charge.
 - ii) The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- 24.2 Payment will be made on actual work done/measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment up-to accepted tender amount the Chief General Manager-SG (M.I.S.) is the approving authority.
- 24.3 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for quantification/measurements. In regard to quantification/measurement, variation; the decision taken by the Engineer-in-charge shall be final.
- 24.4 The final 10% payment shall be retained as Security Deposit and shall be released without any interest after completion of Defect Liability period on recommendation of Engineer-in-charge who will certify that performance and all the parts/equipment have been working satisfactorily during defect liability period.
- 24.5 **No escalation will be paid even in extended period, if any.**
- 24.6 All quantification/measurements of work shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor 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 parties. If the Contractor objects to any of the quantification/measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the quantification/measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

24.7 All statutory deductions as applicable like TDS, GST/sales tax/VAT shall be made from the due payment of the contractor.

25. Methods of Quantification/Measurement:

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

26. MOBILISATION ADVANCE:

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

27. Income Tax/WCT/VAT

27.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.

27.2 The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

28. Carrying out part work at risk & cost of contractor

The Engineer-in-charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Corporation, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and 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 contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Corporation as aforesaid without prejudice to any other right or remedy available to Corporation in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient,

the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails 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 contractors' unused materials, items, implements etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

In the event of above course being adopted by the Engineer-in-charge, the contractor 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.

29. ARBITRATION

- i. For any dispute or differences arising between NSIC and the tenderer/contractor with required to this tender/contract document, the same shall be referred to the Sole Arbitrator appointed by Chairman cum Managing Director of NSIC. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by NSIC and tenderer/contractor for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this tender document/Agreement.
- ii. The Venue of Arbitration shall be Delhi.
- iii. The cost of Arbitration shall be equally shared between the Bidder and NSIC.
- iv. Language of Arbitration proceeding shall be English.
- v. The courts at Delhi shall have exclusive jurisdiction.

CGM-SG(Works)

SIGNATURE OF THE CONTRACTOR

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020**

(Undertaking from Tenderer)

To,
The Ch. General Manager - SG(Works)
NSIC- LTD, NSIC Bhawan,
Okhla Industrial Estate, Phase-III,
New Delhi-110020

Sir,

Name of work :	Repair and Overhauling/Serviceing of 180TR AC Plant installed at NSIC Exhibition Complex, Okhla Industrial Estate, New Delhi-110020.
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Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

- Notice Inviting Tender
- Instruction to the Tenderer
- General Conditions of Contract
- Format & Requirement for submitting Technical Bid
- Format & Requirement for submitting Financial Bid
- Technical Specifications of items for which tender issued

I/Wedo hereby submit tender for Repair and Overhauling/Serviceing of 180TR AC Plant installed at NSIC Exhibition Complex, Okhla Industrial Estate, New Delhi-110020, as per the quoted rate and in all respects in accordance with the conditions applicable.

I/We enclose herewith a Bank Draft /Pay Order/Receipt (proof) of RTGS/NEFT for Rs.35,600/- as Earnest money. I am aware that the Earnest Money will not bear any interest.

If this tender is accepted, I/We agree to abide by and fulfill all the terms and provisions in the tender documents and agree to enter into an agreement

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contract with all the conditions that may be stipulated by the NSIC or in
default there of pay to the NSIC the sum of money mentioned in the said
condition without prejudice to any other right of the NSIC.

I/We hereby distinctly and expressly declare and acknowledge that before the
submission of this tender, I/We have carefully followed the instructions and
I/We have understood the existing system of supply in the NSIC, including
the scope and nature of duties expected from the tenderer.

I/We distinctly agree that I/We would hereafter make no claim or demand
upon the NSIC based upon or arising out of any alleged misunderstanding or
misconceptions or mistake on my/our part of the said contract, agreements,
stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on
me/us by post (registered or ordinary) or courier or left at my/our address
furnished herein.

I/We fully understand the terms and condition of the contract to be entered
into between me/us and the Corporation and the written agreement shall be
foundation of the rights of both the parties and the contract shall not be
deemed to be completed until an agreement has been signed by me/us and
the NSIC.

Date this.....day of.....2022

Name of the Tenderer/s:

Seal:

Authorized Signatory:

With complete address, phone/fax numbers

TENDER NO.: SIC/HO/EXB(LUM)/AC PLANT/2012
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020

DECLARATION

(To be given by Tenderer at the time of submission of complete tender)

Name of work: Repair and Overhauling/Servicing of 180TR AC Plant
installed at NSIC Exhibition Complex, Okhla Industrial
Estate, New Delhi-110020.

I/We have read the Tender documents and related matters carefully and
diligently and that I/We have submitted the tender after having studied,
understood and accepted the full implications of the agreement.

The requirements of the tender agreement as stated above will be fulfilled by
me/us to the satisfaction of the NSIC.

Tenderer:

Seal:

(Authorized Signatory):

(To be submitted along with the tender document)

Enclosures: (Details shall be given for the documents attached)

- 1.
- 2.
- 3.
- 4.

SCOPE OF WORK:-

- The agency should deploy adequate number of skilled/semi-skilled persons for repairing of AC plant and having experience in handling Air-conditioning Plants.
- In case of authorized dealer, the tenderer must ensure having providing the warranty on supplied material and performance for 12 months since the date of completion of work complete in all respect. If any material supplied by agency or performance of the material supplied is found defective during this period, such defects would have to be removed by the agency free of cost.
- Any part taken out for repairing or changing or for any other purpose must be authorized by engineer in charge by valid gate pass. .
- Any material supplied by the party should be of genuine and compatible with the AC plant and the same should be certified by OEM.
- Scrap generated out of replacement or during work is to be handed over to the NSIC in writing or taken back under buyback scheme as decided by NSIC.
- The contractor must ensure the comfortable condition in terms of maintaining the comfortable working cooling temperature as desired (minimum 20 degree centigrade in EMC Hall Centre area) inside the Air-conditioned area while keeping the machine parameters normal.
- During the process of overhauling or maintenance if any modification/ improvement of plant is required to be undertaken that has to be cleared by the Engineer In charge in writing.
- The tenderer/contractor will be liable to handover the plant in running condition with all the equipment as per specification/scope of work at the end of work.
- Supervision of personnel provided by the tenderer/contractor shall be his responsibility. The tenderer/contractor shall ensure the quality of job performed by his personnel and in case of any complaint; the tenderer/contractor shall have to replace the concerned personnel.
- The tenderer/contractor shall at his own risk and cost ensure that his employees/workmen deployed to carry out the work of NSIC are insured against all attendant risks that may be associated with the job. In case of any untoward incident, NSIC will not be responsible.

Warranty period:-

In case of OEM:-Items warranty as per manufacturer norms of OEM i.e. M/s. Carrier Air Conditioning & Refrigeration Limited but not less than one year.

In case of authorized dealer of OEMs: - The warranty towards performance of the supplied items should be minimum twelve months since

the date of completion of work. Regarding the warranty on supplied item, an undertaking is to be submitted by successful Bidder in this regard along with the bill.

Facility to be provided by NSIC:

NSIC will provide the following free of cost to the Contractor

- a) Electricity for repair and maintenance of Plant.
- b) Water

Following works are also required to be carried out before the testing of air conditioning plant installed at NSIC Exhibition Centre, Okhla, New Delhi

S. No.	System Component	Activity
1.	Chiller	(i) Check refrigerant level, leak test with electronic leak detector. If abnormal, trace and rectify as necessary. (ii) Inspect level and conditions of oil. If abnormal, trace fault and rectify as necessary. . (iii) Check the liquid line sight glasses for proper flow. (iv) Check all operating pressure and temperature. (v) Inspect and adjust, if required, all operating safety controls. (vi) Check capacity control. (vii) Visually inspect machine and associated components and listen for unusual sound or noise for evidence of unusual conditions. (viii) Check lock bolts and chiller spring mount.
	Chiller motor	(i) Check all flanges for tightness (ii) Check oil temperature control. (iii) Check motor terminals (iv) Check connections in starter.
2.	Water Pumps	i) Inspect all water pumps. ii) Check all seals, glands and pipelines for leaks and rectify the same as required. iii) Re-pack and adjust pump glands as necessary. iv) Check all pumps bearings and lubricate with oil or greaves as necessary. v) Check the alignment and conditions of all rubber couplings between pumps and drive motors and rectify as necessary. vi) Check all bolts and nuts for tightness and tighten as necessary.
	Water motor	(i) Check motor earthing and connections wiring on each leg. (ii) Tighten motor terminals. (iii) Check starter contacts. (iv) Test and calibrate overload setting.

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3.	Expansion tank	<ul style="list-style-type: none"> i) Inspect expansion tank, drain, clean as necessary. (ii) Flushing
4.	Air handling units and fan coil units	<ul style="list-style-type: none"> (i) Inspect all air handling and fan coil units. (ii) Check all air filters and clean or change filters as necessary. (iii) Check all water coils, seals and pipelines for leakages and rectify the same as required. (iv) Check and re-calibrate modulating valves and controls. Adjust and rectify as necessary to ensure compliances to the original specifications. (v) Purge air from all water coils. (vi) Check all fan bearings. (vii) Check the tension of all belt drives and adjust as necessary. (viii) Check and clean all the condensate pans, trays and drains. (ix) Coil to be cleaned by spray of high-pressure clean water not exceeding 30 psi and with chemical spray, if necessary. (x) Test and calibrate overload settings.
5.	Air distribution system	Check operation of all modulating and fixed dampers controlling air flow through units. Lubricate all damper bearings and linkages as necessary.
6.	Switch board	<ul style="list-style-type: none"> (i) Clean and adjust all switch gear, contactors, relays and associated electrical equipment's. (ii) Check the operation of thermal overload and protection devices. (iii) Check and ensure tightness of all equipment fastenings and cable terminations within switch board. (iv) Vacuum clean all switch board cubicles.
8.	Piping system	<ul style="list-style-type: none"> (i) Check all piping system for leaks and repair these where they have occurred. (ii) Check for damage & deterioration of insulation or sheathings. Rectify as necessary.

Note:- The contractor shall carry out a complete system operation ability test on all the system or sub systems as called for in the contract to ensure smooth operation as per satisfaction of Engineer In Charge. The purpose of the test is to verify that the performance of all the systems or sub-systems in the contract is in accordance to the specifications defined in manual. The test shall be carried out in the presence of the Engineer-in-Charge or authorized representative of NSIC.

PRICE BID/BOQ**BOQ/Price break up format for spare parts along with associated work of carrier chiller model no. 30HXY065*3 Nos units installed at NSIC, Okhla**

s.no.	Description	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
A.	For model NO. 30HXC*3				
1.	<i>Synthetic oil (1 bail= 18.9 lts)</i>	3	Pail		
2.	<i>Internal oil filter</i>	3	Nos		
3.	<i>Drier core</i>	6	Nos		
4.	<i>External oil filter</i>	3	Nos		
5.	<i>MB Board</i>	1	Nos		
6.	<i>Display</i>	1	Nos		
7.	<i>Refrigerant R133A</i>	62	Kgs		
8.	<i>SCPM Card</i>	2	Nos		
9.	<i>EXV Card</i>	1	Nos		
Total Rs.					
GST @ _____%					
Total with GST (Rs.)(A)					
B.	LABOUR ACTIVITY				
1.	<i>Replacement of MB Board, SCPM Card, EXV Card and Display mentioned spare parts of 30HXC Chillers</i>	1	job		
2.	<i>Decanning of refrigerant into empty cylinder, flushing the system with Nitrogen, pressure testing for leakage detection, leakage repair and Vaccumisation of the system, Vacuum hold and Vacuum break charging the refrigerant.</i>	3	Ckt		
3.	<i>Descalling of the chiller using chemical (Model no. 30HXC310*3)</i>	3	Job		
Total (B) Rs.					
GST @ _____%					
Total with GST (Rs.)(B)					
Grand Total (Rs.)(A+B)					

Note:-The quantity indicated in the BOQ is only approximate and liable for upward/downward revision and it may vary as per site requirement during execution of work. If additional quantity is required, the qualified tenderer is bound to supply such quantity at the accepted rates.