

TENDER

FOR

CONSULTANCY SERVICES FOR
ASSESSMENT OF STRUCTURAL STABILITY AND
SUGGESTING REHABILITATION MEASURES
FOR
NSIC OFFICE BUILDING
AT
PLOT NO. B-38/D, SECTOR-57, NOIDA

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC Bhawan, Okhla Industrial Estate, New Delhi- 110 020

Website: www.nsic.co.in
Tel: 011-26920911, 26910709
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**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI – 110 020**

SIC/HO/WD/NOIDA/2012-13

Dated: 24.09.2012

M/s. -----

Sub: Consultancy Services For Assessment Of Structural Stability And Suggesting Rehabilitation Measures For NSIC Office Building At Plot No. B/38/D, Sector-57, Noida

Sir,

Tender documents in respect of the above mentioned works containing **23** pages as detailed on page 4 (Index) are forwarded herewith. ***Please note that tender is to be delivered at CR Section addressed to General Manager (SG)-(Works), The National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020 on 04.10.2012 up to 3.00 P.M.***

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

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 3.30 P.M. on 04.10.2012.

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

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

Yours faithfully

Encl. 23 Pages

General Manager (SG)-(Works)

Signature of the Tenderer with stamp

Consultancy Services For Assessment Of Structural Stability And Suggesting Rehabilitation Measures For NSIC Office Building At Plot No. B/38/D, Sector-57, Noida

Ref. : SIC/HO/WD/MDC/10/2011-12

Dated: 24.09.2012

Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. from experienced Consultants

S. No.	Name of the work	EMD	Time of Completion	Date of Issue of Tender	Last date of submission
1	Consultancy Services For Assessment Of Structural Stability And Suggesting Rehabilitation Measures For NSIC Office Building At Plot No. B-38/D, Sector-57, NOIDA	Rs.5000/-	45 days	24.09.2012 to 03.10.2012	04.10.2012

1. Blank tender documents (non-transferable) for above work shall be issued from 24.09.2012 to 03.10.2012 on working days from the address given below on payment of required tender fee of Rs.500/- (Rupees Five hundred only) (non-refundable) in cash/DD in favour of “The National Small Industries Corporation Ltd.”, payable at New Delhi . The bidders may also download the tender documents from the official website of the Corporation, however, a separate demand draft of Rs.500/- in favour of “The National Small Industries Corporation Ltd.”, payable at New Delhi is to be enclosed along with the technical bid towards the cost of tender documents.
2. The tenderers should have completed minimum two works of similar nature of minimum value of Rs 1.25 lacs each or one single work of value of Rs.1.70 Lacs in their name, during the last five years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by any reputed organization / MNC shall also be accepted. In case of certificates issued by a private party, copies of TDS should also be enclosed.
3. Similar nature work means structural stability assessment/ health audit of an existing building including preparation of reports suggesting remedial measures for rehabilitation of the said structure based on results of NDTs, structural analysis, etc.
4. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid service tax registration as applicable.
5. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason thereof and tenderer shall meet all requisite terms and conditions in participating tenders.
6. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
7. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

General Manager (SG)-(Works)

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI – 110 020

Ref. : SIC/HO/WD/MDC/10/2011-12

Dated: 24.09.2012

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

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

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to site conditions, means of access to the site etc., at their own cost.

3.0 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 matter 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 ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

Tenders shall be submitted in Two sealed envelopes Super scribing as following: -

I) Technical Bid

Name of work :
Tender no. :
Due date & time of opening :
Addressed to : General Manager (SG)-(Works)
NSIC Ltd.,
NSIC Bhawan, Okhla Industrial Estate,
New Delhi – 110 020

From: Name & address of the tenderer

This envelope shall contain the following: -

- a) EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of ‘The National Small Industries Corporation Ltd.’ payable at New Delhi.
- b) Details of the two similar nature of works and minimum value of Rs 1.25 Lacs or one single work of value of Rs. 1.70 lacs executed by the bidder during last five years. In case of works executed for private parties, copies of concerned TDS certificates should also be enclosed.
- c) Valid registration with service tax department.
- d) List of equipment proposed to be committed for the work. It shall be responsibility of the consultant for arranging the necessary testing equipments. No testing equipment shall be supplied by the Corporation.

II) Price Bid

This envelope shall contain the tender document with **PRICES and amount duly filled by the party against the each item prescribed in the Schedule of quantity of tender document** and no conditions (i.e. deviations / assumptions / stipulations / clarifications / comments / any other request) whatsoever and the conditional offers will be rejected.

4.0 ABNORMAL RATES

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually 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.

5.0 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.

6.0 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.

7.0 AWARD OF WORK

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

8.0 ACCEPTANCE / REJECTION OF TENDER

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

9.0 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 initialed.

10.0 FIRM RATES

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

- 11.0** In case of downloaded tender document, if it is observed at any stage if it that the tenderer has modified/ altered any of the contents/ matter of the tender document then his tender shall be rejected and his EMD shall be forfeited. In such event, the Corporation shall be free to take appropriate legal action against the said tenderer.
- 12.0** In the event that no rate has been quoted for any item(s) in the schedule of quantities enclosed with the tender document, leaving space the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- 13.0** The complete tender document is available on our website www.nsic.co.in . Any further corrigendum/ addendum to this tender document shall be made available on the aforesaid website. It is, therefore, requested that the bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

General Manager (SG)-(Works)

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Corporation shall mean “The National Small Industries Corporation Ltd.” (A Government of India Enterprise) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The Consultant is required to approach the Corporation for execution of agreement for the said work as per the prescribed proforma to be provided by the Corporation on a non-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award.

4. Contract Documents:

The Consultant shall be provided, free of charge, one certified true copy of the Contract Documents and of all further drawings, which may be issued during the progress of the Works. He shall keep these Documents on the Site in good order.

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, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

6. Inspection of Site:

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

7. Sufficiency of Tender:

The tenderer 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 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 description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant 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 rate.

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

9. SCOPE OF WORK:

To provide consultancy services for assessment of structural stability and suggest remedial/ rehabilitation measures for the NSIC Office Building at Plot No. B/38-D, Sector-57, Noida, a single storey RCC framed structure with a built-up area of 325 Sqm and floor height of about 3.75 metre. The building has been designed as a G+3 structure, however, only the ground floor has been constructed.

The work shall be executed in the following in four stages:

Stage I : In-situ investigation for strength (grade) of concrete; an up to date appraisal of the condition of the building with respect of presence of distress, if any. Verification of the typical sections whether they are as per drawing or not i.e. rebar and their details etc.

Stage II: Safety appraisal of the building based on the outcome of the investigations at Stage-I

Stage III: To propose a rehabilitation scheme and retrofit requirement if the present structural condition of the building is not complying with currently acceptable standards; and estimation of corresponding cost including preparation of BOQ.

Stage IV: Preparation of execution drawings and the Bill of Quantities (BOQ) for undertaking the rehabilitation works.

The entire work shall be executed by the consultant/ agency under the guidance of IIT-Delhi.

The description of the above stages is mentioned below:

Stage I: VISUAL INSPECTION & NON-DESTRUCTIVE TESTING (NDT)

A detailed visual inspection would be carried out to record the existing visible defects on the RCC structures. This would be supported with photographs. The inferences from the visual inspection would be used, together with the results of the non-destructive tests, to ascertain the existing condition of RCC structures. A series of non-destructive tests will be performed as tabulated hereunder:

Table-I

S.No.	Description of Test	Estimated No. of Tests
1	Detailed Visual Inspection at site supported by photographs	One Job
2	Core Test including cost of re-filling the sampling points with polymer modified material	14
3	Scanning of RCC members using Rebar locator/ Ferros scanner/ Profometer to determine location and spacing of reinforcement bars	6
4	Carbonation	20
5	Chloride Contents	9
6	Tensile Strength of Steel including cutting of steel and preparation of sample	3
7	Reporting the Test Results	One Job

Note:

- The above mentioned representative tests will be conducted on random selection basis and the consultant shall maintain a uniform distribution of number of tests on distressed and sound RCC elements.

After conducting the NDTs / Core Tests as mentioned above, the consultant shall analyze the data so obtained and interpret the results as per IS code/ specifications. In case IS code/ specifications are not available for a particular test, the consultant shall provide reference to the code/ specification referred by him for analyzing and interpreting the test results. The consultant shall thereafter submit a report complete with all the test results so obtained and their analysis & interpretation for the completion of Stage-I.

Stage II: SAFETY APPRAISAL

A complete safety appraisal including structural analysis shall be conducted by the consultant. The soil investigation report and structural drawings of the building shall be made available to the consultant. The results/ outcome of the NDTs conducted

earlier by NSIC on the structural members of the building shall also be made available to the consultant.

The detailed report of the safety appraisal including structural analysis duly correlated with the results of the NDT conducted at stage-I above shall be provided by the consultant taking into consideration the following:

1. Structural Adequacy of the existing ground floor without considering the load of further vertical expansion of upper floors
2. Structural Adequacy of the existing ground floor structure to enable it to take load of further vertical expansion upto the original design of a four storeyed building

Stage III: REMEDIAL MEASURES

In case, NDT test results obtained are lower than acceptable values or required design strength it would require detailed design scheme for structural rehabilitation of the building. The scheme shall also consist of methodology for rehabilitation for structural serviceability and safety, periodic maintenance scheme, futuristic protection of structure. The recommendation for structural repairs and rehabilitation to the structure shall consist of detailed technical specifications and materials to be used.

The remedial measures shall be prepared and submitted by the consultant as per the details given below:

1. Rehabilitation scheme of the existing ground floor without considering provision for load of upper three floors
2. Rehabilitation scheme of the existing ground floor structure considering load for three upper floors (G+3 structure)

Stage IV

Preparation of execution drawings and the itemwise detailed estimate/Bill of Quantities (BOQ) for undertaking the rehabilitation works.

The execution drawings and detailed itemwise estimate shall be prepared and submitted by the consultant as per details given below:

1. For rehabilitation scheme of the existing ground floor without considering provision for load of upper three floors
2. For rehabilitation of the existing ground floor structure considering the provision for load of upper three floors

10. TIME:

The consultant shall mobilize his team at the site within 7 days from the issue of the work order. For carrying out above mentioned Stages I to IV, time specified is as below:

Stage I & II	: 20 days
Stage III	: 15 days after completion of Stage I & II.
Stage IV	: 10 days after completion of Stage IV

11. Security Deposit:

The EMD of the successful tenderer shall be retained and converted as part of the security deposit. Further, Security deposit @ 10% shall be deducted from each payment to be released to the consultant till such deductions reach a limit of 10% of the award value. Three months after the satisfactory completion of the work as per the scope of work mentioned above, the said security deposit shall be refunded to the consultant without any interest.

12.0 Time and Extension for Delay:

12.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 7th day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, whichever is earlier

12.2 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (e) Delay on the part of other consultants 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 Consultant's control;

12.3 Then upon the happening of any such event causing delay, the Consultant 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 Consultant shall arrange, at his own expense, all tools, plant and equipment, instruments etc. hereafter referred to as (T & P) labour, P.O.L., required for execution of the work.

14. FORCE MAJEURE

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

15. MATERIALS

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

16. Liquidated Damages for Delay

Time is essence of the contract. Liquidated damages @ 1% per week and or part thereof of delay shall be levied on the consultant subject to a maximum of 10% of the contract/ award value. However, any delay caused due to pendency of any decision on account of the Corporation/ IIT-Delhi shall be condoned.

17. Instruction and Notices:

17.1 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.

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

17.3 **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 Consultant and Consultant 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.

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

18. Cancellation of Contract in Full or in Part:

If the Consultant:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement
- e. Enters into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/ Engineer-in-charge; or
- f. Offers or gives or agrees to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- g. Being an individual or any of its partner (in case the Consultant is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement to benefit of his creditors or purport to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate of if a trust deed be executed by him for benefit of his creditors; or
- h. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

i. Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or in part as it may deem appropriate and execute the work at the risk and cost of the consultant after giving a written notice.

19. Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Consultant is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Consultant is liable under the contract to carry out at his expenses, the expenses incurred on it by the Corporation shall be recoverable from the Consultant and be adjusted or set off against any sum payable to him.

20. VALUATION AND PAYMENT:

20.1 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.

20.2 The consultant shall be eligible for payment after satisfactory completion as mentioned below:

- (i) After successful completion of Stage I & II
- (ii) After successful completion of Stage III & IV

20.3 Payment will be made on actual work executed against bill raised by the consultant. The quantities given in the schedule of quantities are only approximate and consultant 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 upto accepted tender amount the General Manager (SG)-(Works) is the approving authority.

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

20.4 In regard to quantum of work executed, variation; the decision taken by the Engineer-in-charge shall be final.

20.5 All statutory deductions, as applicable shall be made before releasing any payment to the consultant.

21. CONFIDENTIALITY

All the reports, drawings and other contents prepared for the work shall be the property of NSIC and shall not published, shared with the others, or used for any other purpose by the consultant without prior approval of NSIC. All these materials

(Hard copy as well as soft copy) should be handed over by the consultant to NSIC immediately after completion of the assignment by the consultant.

22. ARBITRATION AND LAWS

ARBITRATION:

- (a) If any dispute or difference arises between Corporation and the Consultant with regard to the construction, meaning and effect of these presents or any part thereof or any other matter under these presents like interpretation or termination of this agreement, the same shall be referred to the sole arbitration of the Chairman of the Corporation or such officer as he may appoint to be the Arbitrator. There would be no objection that the Arbitrator is an employee of the Corporation, that he had to deal with the matters to which this agreement relates or that in the course of his duties as an employee of the Corporation he has expressed his views on all or any of the matters in dispute or difference. The award of the Chairman or the officer so appointed by him shall be final and binding on the parties to this agreement.
- (b) In case, the arbitrator so appointed by the Chairman of the Corporation is transferred, dies, neglects or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.
- (c) The venue of the Arbitration shall be at New Delhi or at any other place where the Head Office/ Regional/Zonal/Branch Office of the Corporation is situated, at the discretion of the Chairman and the court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.
- (d) The Indian laws shall govern this contract for the time being in force.

SIGNATURE OF THE CONSULTANT

General Manager (SG)-(Works)

FORM OF TENDER

To

General Manager (SG)-(Works),
The National Small Industries Corporation Ltd.,
NSIC Bhawan, Okhla Industrial Estate,
New Delhi – 110 020

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

(Name of the Work)

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

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

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

A sum of Rs 5000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of "The National Small Industries Corporation Ltd." payable at New Delhi . If I/We fail to keep the tender open as aforesaid of 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 Consultant.....
Duly authorized to sign the tender on behalf of the (in block capitals).....

.....

Dated.....
Witness.....
Date.....
Address.....
.....

APPENDIX

- | | |
|---|--|
| 1. Competent Authority | C.M.D., NSIC or his
Authorised representative |
| 2. Earnest money/Security deposit | |
| a) Earnest money | Rs 5000/- in the form of
DD /Pay order in favour
of The National Small
Industries Corporation
Ltd. Payable at New
Delhi |
| c) Security Deposit | 10% of the contract value. |
| 3. Time allowed for execution of work | 45 days |
| 4. Authority competent to decide if
“any other cause” of delay is beyond
Consultant's control | CMD, NSIC or his
Authorised representative |
| 5. Liquidated Damaged | 1% (one percent) per
week subject to a
Maximum 10% value of
the contract |
| 6. Approving Authority for releasing the payment
Up to the accepted tender cost. | General Manager (SG)-
(Works), NSIC Ltd ,
New Delhi |
| 7. Authority competent to reduce
Compensation | CMD NSIC or his
authorized
representative. |

SPECIAL CONDITIONS

- (i) Single-phase power connection & water for drilling of concrete samples, access to all testing locations i.e. scaffolding/ladders etc. (if required) and 2-3 helpers may be provided by NSIC without any cost.
- (ii) Removal of cladding/plaster, etc; would be done by the consultant before carrying out tests but refinishing of the same to be done by NSIC at own cost.
- (iii) The work defined in the scope of work shall comply with the IS codes/ specifications and reference of the same shall be made in the report. In case IS code/ specification is not available for any specific work, then reference to the relevant code based on which the tests conducted/ report prepared shall be specifically mentioned.
- (iv) The fees/ charges quoted by the consultant shall remain firm for the entire duration of the work i.e. till the work is completed in all respect as per the scope of the work. NSIC shall not pay any extra amount for any escalation in the cost of the assignment even if the time extension for completion of the assignment is granted.
- (v) Time extension for completion of the assignment or for the submission of the reports or presentations shall be granted by NSIC in writing at the written request of the consultant only for factors beyond the control of the consultant.
- (vi) Applicable taxes shall be deducted by NSIC from all payments.
- (vii) The consultant shall be liable to follow all statutory provisions related to labour, PF, ESI regulations for the manpower to be deployed by him for execution of the work and shall keep NSIC indemnified against any claims arising on account of above.
- (viii) The consultant shall keep NSIC indemnified against any/ all claims arising on account of injury/ loss of life of his workmen while executing the work.
- (ix) The consultant shall be responsible for refilling the hole in RCC member(s) caused by extraction of core samples with suitable material so that the structural strength is not altered due to core cutting.
- (x) All the expenditure incurred by the consultant for completing the assignment as per the scope of work mentioned above including visits required for conducting tests, inspection of building etc., shall be borne by the Consultant and no claim on this account of any kind shall be admissible.
- (xi) It shall be the responsibility of the consultant to arrange all the test equipments required for the NDTs/ core extraction tests/ any specific computer software required for analysis of the test results/ structural analysis etc. and the rates/amount quoted shall be inclusive of such expenses. Nothing extra shall be paid on this account.
- (xii) The consultant should ensure that all the testing equipments/ instruments used for the work are properly calibrated.
- (xiii) The rates should be quoted in both figures and words in the price bid. In the event of discrepancy between the amount in figures and words, the amount mentioned in words shall prevail and the same shall be considered for arriving at the total quote.

- (xiv) In the event that no rate has been quoted for any item(s) in the schedule of quantities enclosed with the tender document, leaving space the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- (xv) The Corporation reserves the right to order to any time for any item or group or work, or split the work between two or more sub contractors if necessary. Such action shall not constitute a breach of the contract.
- (xvi) We will not be responsible for any compensation or any loss, injury, whatsoever in nature which may occur to your employee engaged for the work.
- (xvii) All documents submitted with the tender shall be in English language.
- (xviii) Telegraphic quotations will not be considered.
- (xix) Final payment will be made only after work has been fully completed to the entire satisfaction of the Engineer-in-charge and as per actual work. The consultant shall submit a bill in triplicate duly signed and stamped.
- (xx) The contractor shall abide all the rules and regulations prevailing in the factory. The submission of the quotation will deem that the contractor has full knowledge for the factory rules and regulations.
- (xxi) Any additional conditions are liable to summarily rejected.
- (xxii) The rates/ amount quoted in the price bid shall be inclusive of all T&P, taxes/ duties/ cess/ octroi, etc. as applicable.
- (xxiii) In case any dispute the decision of the General Manager (SG)-(Works), NSIC, Head Office, New Delhi would be final and binding.
- (xxiv) The entire work shall be executed by the consultant/ agency under the guidance of IIT-Delhi and the consultant shall have no objection to the same.
- (xxv) The schedule of quantities mentioned in the price bid is only tentative. The Engineer-in-charge can at his discretion may decide not to execute any stage/ stages mentioned therein and no payment for such stage shall be paid to the consultant for his services are not availed. Decision of the Engineer-in-charge shall be final and binding on the consultant in this regard.
- (xxvi) 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 consultant shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
- (xxvii) If the consultant fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter of award, the Corporation shall forfeit the earnest money deposited by him along with the tender.

SIGNATURE OF THE CONSULTANT

General Manager (SG)-(Works)

SCHEDULE OF QUANTITIES

S.No.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In figures)	(In words)	
I	Stage-I					
1	Detailed Visual Inspection at site supported by photographs	job	1			
2	Core Test including cost of re-filling the sampling points with polymer modified material	each	14			
3	Scanning of RCC members using Rebar locator/ Ferroscanner/ Profometer to determine location and spacing of reinforcement bars	each	6			
4	Carbonation	each	20			
5	Chloride Contents	each	9			
6	Tensile Strength of Steel including cutting of steel and preparation of sample	each	3			
II	Stage-II					
7	Submission of Report including safety appraisal based on the tests results as per Stage-I above (structural analysis) as mentioned below:					
7.1	Structural Adequacy of the existing ground floor without considering the load of further vertical expansion of upper floors	job	1			
7.2	Structural Adequacy of the existing ground floor structure considering load on account of further vertical expansion upto the original design of a four storeyed building (G+3 structure)	job	1			
III	Stage-III					
8	Repair Methodology and rehabilitation scheme as mentioned below:					
8.1	Rehabilitation scheme of the existing ground floor without considering provision for load of three upper floors	job	1			

S.No.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In figures)	(In words)	
8.2	Rehabilitation scheme of the existing ground floor structure considering load of three upper floors (G+3 structure)	job	1			
IV	Stage-IV					
9	Execution Drawings and detailed estimate/ BOQ as mentioned below:					
9.1	For rehabilitation scheme of the existing ground floor without considering load of proposed three upper floors	job	1			
9.2	For rehabilitation of the existing ground floor structure considering the provision for load of three upper floors (G+3 structure)	job	1			
	Total					

Note:

1. Please refer the Scope of Work at para-9 under the head General Conditions of Contract
2. The entire work is to be executed by the consultant under the guidance of IIT-Delhi.

Total (In words) – Rupees _____ Only

General Manager (SG)-(Works)

SIGNATURE OF THE TENDERER