

**TENDER FOR
SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF
CCTV SURVEILLANCE SYSTEM
AT NSIC- EMDBP, ECIL 'X' ROAD, KAMALANAGAR,
HYDERABAD**



Last Date & Time of Submission of Tender	:	05th Nov' 2015 at 03:00 PM
Pre-Bid Meet	:	27th Oct' 2015 at 11:00 AM
Date & Time of Opening of Technical Bid	:	05th Nov' 2015 at 04:00 PM
Date of opening of Price Bid	:	To be communicated later.

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

Exhibition-Cum- Marketing Development Business Park,
Module No: 207, Kamalanagar, Kushaiguda, ECIL P.O., Hyderabad 500062
Ph: 040-27141422, 27125802, Fax: 27141411.

Website: <http://www.nsic.co.in>

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

Exhibition-Cum- Marketing Development Business Park,

Module No.-207 KUSHAIGUDA, ECIL P.O., HYDERABAD 500062

Ph: 040-27141422, 27125802, Fax: 27141411

Ref: NSIC/EMDBP (HYD)/CCTV/2012-13/114

Date: 16/10/2015

M/s. -----

Sub: Tender for “Supply, Installation, Testing & Commissioning of CCTV Surveillance System” at NSIC-EMDBP, Hyderabad.

Sir,

Tender documents in respect of the above mentioned works containing 30 pages as detailed on page 4 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the Deputy General Manager, NSIC Ltd.-EMDBP, ECIL P.O., Kamala Nagar, Hyderabad- 62 upto 3.00 P.M. on 05/11/2015.*

The Tender should be signed, dated and witnessed in all places provided for in the documents, all other papers should be initialled.

The tender should be accompanied by Earnest Money Deposit (EMD) in the requisite form as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The Technical Bid of all the parties will be opened at 4.00 P.M. on 05/11/2015.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or 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: 30 pages

**Deputy General Manager
NSIC- EMDBP, Hyderabad**

(Authorized signatory of the tenderer with seal.)

**TENDER NOTICE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
CCTV SURVEILLANCE SYSTEM AT NSIC – EMDBP, ECIL ‘X’ ROAD, KAMALANAGAR,
HYDERABAD**

Ref: NSIC/EMDBP (HYD)/CCTV/2012-13/114

Date: 16/10/2015

Sealed quotations are hereby invited from the eligible parties from Telangana and Andhra Pradesh under two bids (Technical & Price) for Supply, Installation, Testing & Commissioning of CCTV Surveillance System at NSIC-EMDBP as per the terms and conditions mentioned in the tender document.

Name of the work	Earnest Money Deposit	Issue of Blank Tender Document	Last Date of Submission Tender
Supply, Installation, Testing & Commissioning of CCTV Surveillance System at NSIC-EMDBP, Kamalanagar, Kushaiguda, Hyderabad- 500062	Rs. 12000/-	From 16/10/2015 to 04/11/2015	Date 05/11/2015 Up to 03.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 16/10/2015 to 04/11/2015 on working days from the address given below on payment of required tender fee of Rs. 500/- (Rupees five hundred only) (non-refundable) in form of DD/pay order/bankers cheque in favour of “The National Small Industries Corporation Ltd.”, payable at Hyderabad. The intending tenderers can also down load the complete tender document available on the web site www.nsic.co.in and submit the same along with tender fee, requisite earnest money deposit and supporting documents as per the details provided hereinafter in the tender document by the due date.
However, tenderers registered with National Small Industries Corporation under **Single Point Registration** Scheme shall be exempted from cost of tender.
2. The intending tenderers should have valid registration with Sales tax, Works Contract tax, Service tax, EPF organization, ESI authorities etc. as applicable.
3. The intending tenderers should have satisfactorily completed at least one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three works each of 40% of the estimated cost put to tender during last five years. Similar nature work means execution of IP/Network based CCTV Surveillance System.
4. Tender documents can be purchased from the office of the Deputy General Manager, NSIC - EMDBP, Module No.- 207, ECIL P.O., Kamala Nagar, Hyderabad- 62, on all working days between 10.00 am to 5.00 pm except on holidays and Saturdays & Sundays, after payment of requisite tender cost as mentioned above.
5. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of “The National Small Industries Corporation Ltd.” payable at Hyderabad from any Nationalized Bank will be submitted at the office of the Deputy General Manager, NSIC- EMDBP, Module No: 207, ECIL P.O., Kamala Nagar, Hyderabad- 62, upto 3.00 PM on 05/11/2015 and Technical Bid of the parties shall be opened on the same day i.e. last date of submission at 4.00 PM. Any tender without EMD shall be summarily rejected.

The tenderers registered with National Small Industries Corporation under **Single Point Registration Scheme** shall be exempted from EMD. The EMD amount of all unsuccessful bidders shall be refunded to them and EMD of successful bidder shall be converted into security deposit.

6. NSIC reserves the right to reject any or all the tender without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
7. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
8. The technical bid submitted by the parties shall be opened on the same day i.e. last date of submission at 4.00 pm in the presence of tenderers who wish to be present. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their price bid.

**Deputy General Manager,
NSIC -EMDBP, Hyderabad**

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
Exhibition-Cum- Marketing Development Business Park,
Module No.-207 KUSHAIGUDA, ECIL P.O., HYDERABAD 500062
Ph: 040-27141422, 27125802, Fax: 27141411

Ref: NSIC/EMDBP (HYD)/CCTV/2012-13/114

Date: 16/10/2015

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INSTRUCTIONS TO TENDERERS

1. GENERAL:

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

2. 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 etc. Non- familiarity with the site conditions will not be considered a reason either for extra claims or for not performing the work in strict conformity with the tender conditions. For site any clarification/information/Assistance, the intending tenderers may contact the Deputy General Manager, NSIC-EMDBP, Module No.-207, ECIL P.O., Kamala Nagar, Kushaiguda, Hyderabad- 500062.

3. SUBMISSION OF TENDER:

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

Tenders shall be submitted in two separate sealed envelopes Superscribed as following:

ENVELOPE – I (TECHNICAL BID)

Name of work	:	
Tender no.	:	
Due date & time of opening	:	
Addressed to	:	Deputy General Manager, The National Small Industries Corporation Ltd., Exhibition-Cum-Marketing Development Business Park, Kamalanagar, Kushaiguda, Hyderabad – 500062.
From	:	
Name & address of the tenderer	:	

This envelope shall contain the following: -

- EMD of requisite amount in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of ‘The National Small Industries Corporation Ltd.’ payable at Hyderabad. Cheque will not be accepted.
- Tenderers who have downloaded the tender document from NSIC website should also place a Demand Draft of requisite amount drawn on a scheduled/ nationalized bank in favour of “The National Small Industries Corporation Ltd., payable at Hyderabad towards tender fee in this envelope. Cheque will not be accepted.

- Details of one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three works each of 40% of the estimated cost put to tender during last five years, on the basis of which tenderer wishes to get qualified and copies of supporting work orders and completion certificate. TDS certificate is also to be enclosed in case of work executed for private parties.
- Valid registration with Sales Tax department for VAT/Work Contract Tax.
- Partnership Deed in case of partnership firm and Memorandum & Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender document in case of partnership firm. In case of company, the authority to sign the tender is to be given under Board resolution.
- The tenderers registered with NSIC under Single Point Registration Scheme (SPRS) of Government Purchase Programme should also place a self-attested photocopy of registration certificate issued by NSIC under Single Point Registration Scheme in this envelope for availing exemption of earnest money/ tender cost.
- The entire tender document except the Price Bid part with each page duly signed by the tenderer.

NOTE:

1. All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the tenderer/ authorized person.
2. The Technical Bid (Envelope-I) should not contain any financial information related to rates of items etc. The Price Bid must be submitted in a separate sealed envelope (i.e. Envelope-II).

ENVELOPE – II (PRICE BID)

Name of work :
Tender no. :
Due date & time of opening :
Addressed to : Deputy General Manager,
The National Small Industries Corporation Ltd.,
Exhibition-Cum-Marketing Development Business Park,
Kamalanagar, Kushaiguda,
Hyderabad – 500062.

From :

Name & address of the tenderer :

NOTE:

This part shall contain the Price Bid portion of the tender document mentioning the individual item rates, corresponding amount, taxes and total price to be charged by the tenderer for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.

4. QUALIFYING CRITERIA:

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

- a) Details of one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three works each of 40% of the estimated cost put to tender during last five years.
- b) Valid registration in Sales Tax Dept. for Vat/Work Contract Tax or as per local state bye-laws.

5. ABNORMAL RATES:

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

6. DEVIATIONS TO TENDER CLAUSES:

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

7. VALIDITY OF OFFER:

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

8. AWARD OF WORK:

Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest tenderer, subject to the work experience and fulfilment of other terms & conditions and specifications. However, NSIC does not bind itself to award the work to L-1 or any bidder and may cancel the tender in full or part without assigning any reason whatsoever.

9. ACCEPTANCE / REJECTION OF TENDER:

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

- c) 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 tenderer(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

10. CORRECTIONS

No corrections or overwriting will be entertained in the Price Bid by using correcting fluid. All correction in Price Bid should be initialled.

11. Inconsistencies/ Ambiguities in the Price Bid shall be dealt with in accordance with the following rules: -
 - a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
 - b) In the event no rate has been quoted for any item(s), leaving space both in unit price 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.

12. FIRM RATES

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

13. Any addendum/corrigendum issued shall form a part of the tender document. There will not be any press notification on addendum/corrigendum. The prospective tenderers are required to visit NSIC website and CPP portal for all such addendum/corrigendum to this tender document.
14. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the Corporation for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.
15. EMD of the unsuccessful tenderers shall be refunded without any interest after completion of the tendering process.
16. A check list of documents/fees etc. is provided on the next page. Tenderers are requested to fill up the response column (Yes/No) before submitting the tender.

**Deputy General Manager,
NSIC-EMDBP, Hyderabad**

CHECKLIST OF DOCUMENTS/FEES ETC.

Name of the Tenderer: _____

S.No.	Item Required	Response (Yes/No)
1.	Has the tenderer paid the tender document fees or submitted the copy of Valid GP Certificate issued by NSIC for tender fee exemption in the prescribed form	
2.	Has the tenderer submitted the requisite EMD in the prescribed form or the copy of valid GP Certificate issued by NSIC for EMD exemption along with the Technical Bid (Envelope-I)	
3.	Have all the pages of the tender document and the supporting documents required to be signed/initialled and enclosed with the Technical Bid by the tenderer/ authorized representative of the tenderer been signed and enclosed with the Technical Bid (Envelope-I)	
4.	Has the authority/ power of attorney been submitted in the name of authorized representative on a non-judicial stamp paper (if applicable)	
5.	Has the tenderer submitted all the required documents in support of Qualifying criteria	
6.	Does the Technical Bid (Envelope-I) contain any financial information pertaining to Price Bid	
7.	Is the Price Bid (Envelope-II) submitted separately in a sealed envelope	

(Authorized signatory of the tenderer with seal.)

GENERAL CONDITIONS OF CONTRACT

1. Corporation shall mean 'The National Small Industries Corporation Limited (A Government of India Enterprise) 'NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
2. Where the context so requires, words importing the singular only also include the plural and vice versa.
3. **DEFINITIONS:**
 - a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-Charge' the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
 - b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
 - d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
 - e) Party' shall mean either 'The National Small Industries Corporation Ltd., New Delhi' or the "Contractor, as the case may be. 'Parties' shall mean both of them.
 - f) 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.
 - g) The Deputy General Manager means the officer who holds the charge of that post in the Corporation during the currency of this agreement, to act on behalf of the Chairman of the NSIC Ltd.
 - h) '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.
 - i) 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.
 - j) 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.
 - k) 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.
 - l) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.

- m) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- n) '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.
- o) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

4. WORKS TO BE CARRIED OUT:

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

5. INSPECTION OF SITE:

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

6. SUFFICIENCY OF TENDER:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Price Bid 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.

- 7. The Contractor 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/- or requisite value whichever is higher within 10 days from the issue of the letter of award.

8. SAFETY CODE:

- a) The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as

aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

- b) The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
- c) The corporation shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

9. DISCREPANCIES AND ADJUSTMENT OF ERRORS:

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

- a) In the case of discrepancy between Price Bid the Specifications and/or the Drawings, the following order of preference shall be observed:
 - i. Description in the Price Bid.
 - ii. Particular Specification and Special Conditions, if any.
 - iii. General Conditions.

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

- b) Any error in description, quantity or rate in the Price Bid or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

10. DEVIATIONS/VARIATIONS EXTENT & PRICING:

- a) The Engineer-in-Charge shall have power
 - i. To make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
 - ii. To omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-in-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per clause 11 (a) to (c) of the tender document.
- b) The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.

- i. In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; 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. RATES FOR EXTRA/ADDITIONAL ITEMS:

- a) If the rate for additional, altered or substituted item of work is specified in the Price Bid the Contractor shall carry out the additional, altered or substituted item at the same rate.
- b) If the rate for any altered, additional or substituted item of work is not specified in the Price Bid the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- c) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in Charge on the basis of market rate(s) and shall be final.

12. SUSPENSION OF WORKS:

- a) The contractor shall, on receipt the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
 - i. On account of any default on part of the Contractor; or
 - ii. For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii. For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in- Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

13. TIME AND EXTENSION FOR DELAY:

- a) The time allowed for execution of the works as specified in the Appendix or the extended time as approved by NSIC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely and cancel the award of work.
- b) As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

- c) If the work be delayed by:
 - i. Force majeure or
 - ii. Abnormally bad weather or
 - iii. Serious loss or damage by fire, or
 - iv. Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
 - v. Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or
 - vi. Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

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

- d) Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.
- e) If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/ payable.

14. LIQUIDATED DAMAGES FOR DELAY:

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

15. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

16. 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.

17. MATERIALS

- a) All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish

proof to the satisfaction of Engineer-in-Charge in this regard.

- b) The contractor shall indemnify the Corporation, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
- c) All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.
- d) The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
- e) Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
 - i. Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
 - ii. All materials brought to the Site shall become and remain the property of the Corporation and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the Corporation. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the Corporation, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the corporation shall be entitled to recover or adjust any amount given as advance to the Contractor.

18. DEFECTS LIABILITY PERIOD :

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

19. CONTRACTOR'S LIABILITY AND INSURANCE:

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- a) In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
 - i. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
 - ii. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

- b) The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- c) The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- d) The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.
- e) All statutory deductions as applicable like TDS, Work Contract Tax, Sales tax/VAT shall be made from the due payment of the contractor.
- f) No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.
- g) The contractor shall ensure that no materials/wastes/plant, equipments etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise the Corporation will carry out the work at the contractor's risk and cost after 7 days' notice.
- h) The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to the Corporation.

20. PENALTY

In the event of the Contractor's failure to execute the work entrusted to it under this tender satisfactorily, the Corporation shall make alternative arrangement to do it and the difference of cost incurred by the Corporation thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

21. SECURITY DEPOSIT

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

a) **Initial Security Deposit:**

Contractor will deposit initially a five percent (5%) of the accepted tender cost as an initial security deposit within ten (10) days of receipt of the letter of intent/notification of acceptance of the tender by him. The earnest money deposited shall be adjusted into initial security deposit.

b) **Balance Security Deposit:**

Balance five per cent (5 %) will be deducted @ 10% from each running bill till the overall deducted security deposit (Including initial security deposit) reaches to 10% of value of tender. However, if the value of tender i.e. actual execution exceeds the accepted value of tender, further deduction shall be effected @ 10% (Ten percent) of the value in excess of the accepted value of the Tender from running bills and final bill. Similarly, if the value as per actual execution is less than the tender value, the excess deducted amount shall be refunded to the contractor along with final bill.

Refund of Security deposit:

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

b) Balance portion of Security deposit shall be refunded to the contractor on expiry of the Defects Liability Period provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

No interest shall be payable to the contractor against the Security Deposit furnished /recovered from the contractor, by the Corporation.

22. CANCELLATION OF CONTRACT IN FULL OR IN PART

a) If the Contractor:

- i. 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
- ii. 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
- iii. 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
- iv. 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
- v. 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

- vi. Obtains a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
 - vii. Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
 - viii. 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
 - ix. Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- b) 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.
 - c) The Competent Authority shall on such cancellation, be entitled to:
 - i. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
 - ii. Carry out the incomplete work by any means at the risk and cost of the Contractor.
 - d) On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the Corporation. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.
 - e) Any excess expenditure incurred or to be incurred by the Corporation in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
 - f) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
 - g) Any sums in excess of the amounts due to the Corporation on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the Corporation of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

23. URGENT WORKS:

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

24. PAYMENT OF CONTRACTOR'S BILL:

Payment shall be released after successful execution of the work as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor.

Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of the Corporation. All other statutory deductions and Security deposit as applicable shall be effected from each running bill.

- a) No escalation will be paid even in extended period, if any.
- b) All statutory deductions as applicable like TDS, Works Contract Tax, Sales tax/VAT, labour cess etc. shall be made from the due payment of the contractor.

25. MOBILISATION ADVANCE:

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

26. ARBITRATION AND LAWS:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders and these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman-cum-Managing Director of the National Small Industries Corporation Ltd. and if the Chairman-cum-Managing Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman cum Managing Director, National Small Industries Corporation Ltd. willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the National Small Industries Corporation Ltd. and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act., Chairman and Managing Director, National Small Industries Corporation Ltd. shall appoint another person to act, as arbitrator in accordance with the terms of the Contract. It is also a term of this contract that no person other than a person appointed by C.M.D., National Small Industries Corporation LTD., as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrators may from time to time with consent of this parties enlarge the time, for making and publishing the award.

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

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

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

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

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

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

**Deputy General Manager,
NSIC-EMDBP, Hyderabad**

(Authorized signatory of the tenderer with seal.)

FORM OF TENDER

To
The Deputy General Manager,
NSIC- Exhibition cum Marketing Development Business Park,
Kamalanagar, Kushaiguda,
Hyderabad -500062

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

(Name of the Work)

- a) Notice inviting tender.
- b) Instructions to Tenderers
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Scope of Work and Technical Specifications
- f) Price Bid

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 the Price Bid 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 12000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of NSIC Ltd. payable at Hyderabad.

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

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

Signature of tenderer.....

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

Witnesses (Name, Address & Signature)

1.

2.

APPENDIX

- | | | |
|----|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Competent Authority | C.M.D. NSIC or his
Authorized executives |
| 2. | Earnest money/Security deposit | |
| | a) Estimated cost of the Works | Rs. 4.00 Lacs |
| | b) Earnest money | Rs 12,000/- in the form of
DD /Pay order in favour of
“The National Small
Industries Corporation
Ltd.”, payable at Hyderabad |
| | 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
contractors control | CMD, NSIC or his
authorized representative |
| 5. | Liquidated Damaged | 0.5% (one half of one
percent) per week subject
to a Maximum 10% value of
the contract |
| 6. | Defect Liability Period | 12 months from the date
of Completion of work in
all respect |
| 7. | Authority competent to reduce
compensation | CMD NSIC or his
authorized executive. |

SPECIAL CONDITIONS

1. It is assumed that the parties submitting their offers are well aware about the site conditions, nature of work to be carried out etc. Non familiarity with site conditions shall not attract or construed any increase in the rates after acceptance of the offer.
2. The rates quoted by the party in the Price Bid shall include of service charge, Applicable Taxes and other statutory benefits given to the personnel as per labour laws.
3. The rates quoted by the party shall be firm for acceptance for a period of 120 days from the date of submission of quotation.
4. The works will be paid for as “measured work” on the basis of actual work done on item rate basis and not as “lump sum” contract.
5. The work has to be carried out in neat and tidy manner to the satisfaction of the In-charge and all care has to be taken to ensure that no part of the building get damage during execution of works. Work has to be completed in all respect within 45 days from the date of issue of work order to party.
6. Quantity mentioned in the tender is indicative only and the work has to be carried out as per the site conditions and as per direction of the Engineer-in-Charge. Amount shall be released after completion of work in all respect and as per actual quantum of work executed. Necessary statutory deduction as applicable shall be effected from the payment. No advance payment whatsoever shall be made.
7. The personnel deployed by the party shall always remain employee of the party and in no case or circumstances whatsoever shall claim to be employee of the NSIC.
8. The party shall be fully responsible for any damage or injuries happens to their workmen deployed for carrying out the work at site and NSIC has nothing to do with the same. The party shall also be fully responsible for compliance of all statutory labour laws like ESI, PF, insurance etc. as per prevailing norms and NSIC shall in no way be held responsible for non-adherence of the same by the party.
9. The work shall be carried-out in the working office area and hence party shall take all necessary safety precautions during execution of the works and ensure that no un-due disturbances caused to the working people.
10. The EMD deposited by the successful party shall be converted into security deposit. The EMD of the rest of parties will be refunded after award of the contract to successful party.
11. If the party fails to undertake the job satisfactorily or violates the terms conditions or not attending the work effectively, the corporation has every right to cancel the contract and forfeit the security deposit without assigning any reason what so ever.
12. During working at site, some restrictions may be imposed by Engineer-in- Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
13. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
14. No labour hutment shall be allowed in the premises. All labourers should leave the site after day’s work. The Security & Watch ward of site contractor materials/work etc. shall be at his cost only.

15. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender.

16. Execution of Work At Risk & Cost of Contractor:

The balance work, if any, left to be completed after the determination/ cancellation of the contract as per clause no. 22 of the 'General Conditions of Contract' shall be got executed by the Corporation as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the Corporation in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the Corporation as communicated by the Engineer-in-Charge within 30 days of written notice.

17. All the civil works, if required, like cutting of RCC floor, excavation in all kind of soils, backfilling, preparing foundation for mounting poles, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.
18. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.
19. In case the any material/property of the EMDBP office are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform the Engineer in charge. In such a case, the Contractor will be liable to replace the item at his own cost or the NSIC shall have the right to recover the loss from the Contractor's dues.
20. The personnel deployed by the party shall perform their duties with due diligence and sincerity and shall not indulge in any unethical practices. If it is noticed that the personnel are involved in unethical practices, they shall be immediately replaced with suitable alternative without hampering the work
21. After acceptance of the offer of the party, the party has to enter into an agreement with NSIC on non-judicial stamp paper of Rs. 100/- or requisite value whichever is higher, within 10 days from the confirmation of acceptance. The cost of the non-judicial stamp paper shall be borne by the party.
22. The party agrees that they are an independent business entity and not an employee or agent of NSIC. The party further agrees that it is their sole duty to discharge all their legal and statutory responsibility including those mentioned herein irrespective of any factor or reason attributable to NSIC bear no responsibility whatsoever for any liabilities for legal or statutory matter.
23. The NSIC does not bind itself to buy or produce any or all services/goods from the same service provider.
24. The NSIC whose decision shall be final and binding shall check the supplied services/goods for quality and reserves the rights to reject the services/goods.
25. The party shall be responsible to submit the required bills or invoices for the services/goods supplied immediately along with applicable documents like copy of acknowledge delivery challans, quality certificate etc.. Upon receipt of the relevant documents and correctness, NSIC will reimburse or settle their bills. The party has to ensure that all anticorruption laws including not offering any legal payments, benefits to any Government bodies or officials are compiled and also should not violate any other related local; government laws during the currency of the contract, including compliance of code of conduct and safety. Measures like smoking, drinking, abusing during the working hours is strictly prohibited and if found that the personnel engaged in such act shall be immediately replace with suitable alternative. If the party does not fulfill the requirement, then NSIC has a right to terminate the contract by giving a notice period of one month.

- 26.** The necessary statutory deduction as applicable shall be deducted from the amount payable to the party and it is mandatory on the part of party to provide PAN number, Sales tax registration number, Service Tax registration number etc. whenever asked for.
- 27. All communication should be addressed to the Deputy General Manager, NSIC-EMDBP, Kamalanagar, Kushaiguda, Hyderabad - 500062.**

(Authorized signatory of the tenderer with seal.)

SCOPE OF WORK

1. OVERVIEW OF WORK

The scope of work shall include the design, supply, installation, testing commissioning, and integration of Closed Circuit Television (CCTV) Surveillance system in totality including related wiring, conduit laying etc. in accordance with the technical specifications, terms and conditions mentioned in tender documents.

2. SYSTEM OVERVIEW

The CCTV Surveillance System would consist of, but not limited to the following:

- a) 3MP, Outdoor, Weather Proof IP camera with IR with fixed Lens.
- b) 16 Channel NVR Standalone systems with 4 sata hard disk (HDD) interface each having a capacity of 4TB.
- c) 32" LED, Full HD Display Unit with VGA & HDMI port.
- d) Video Management & IVA Software.
- e) 16 Port Ethernet Switch.
- f) 12U Wall Mount Rack.
- g) Necessary Cabling Work.
- h) Necessary networking components such as media converter, OFC Patch cable, OFC Termination box, etc.
- i) MS Mounting Poles.
- j) Any other component required for installation and commissioning of proposed CCTV Surveillance system.

3. GENERAL SPECIFICATIONS

- a) Proposed CCTV Surveillance System shall be an open standard based integrated system aimed at providing high-speed manual/automatic operation for best performance. System should be easy to maintain.
- b) The system shall be designed by selecting high-grade components of proven quality and proper design of system electronics to ensure minimum down time.
- c) The specification of the equipment supplied should be equivalent or higher than the specifications mentioned in the tender document and the vendor should specify the brand/model/make in their technical offer.
- d) Architecture of the system should be fully modular and should be designed in a manner to enable the complete system to be gradually enhanced and enlarged according to the future operation, safety and security requirements of respective location.

- e) The CCTV Surveillance system shall use video signals from various outdoor cameras, process them for viewing on monitors at CCTV Control Room /Other remote location and simultaneously record all the cameras after compression using MPEG4/H.264.
- f) All the cameras should be capable of day and night viewing under very low light conditions.
- g) The System should be complete with IP Cameras, Switch, Network Video Recorder capable of storing and playing, Colour Display Unit, Mouse etc.
- h) The System shall provide minimum storage for 24 hours X 7 days recordings of all the cameras and 30 days recordings of events based on alerts @ 25 FPS, 1080p quality using MPEG 4/H.264 compression techniques for all cameras. The recording resolution and frame rate for each camera shall be user programmable. It shall be possible to record camera views on continuous, scheduled and event triggered basis.
- i) The System should ensure that once recorded, the video cannot be altered or tampered, ensuring that the audit trail is intact for evidential purposes.
- j) The system should provide facility for remote viewing to log on and view any camera from anywhere.
- k) All the control equipments e.g. switch, passive networking items etc. shall be provided in a standard 12U Wall Mount Network Rack located in the CCTV control room.
- l) Manufacturer must have service support across the country and specifically in and around cities where the current set of locations are located.
- m) To the extent possible, Cameras should be installed on the existing structures, buildings, flood light towers, watch towers etc. by providing necessary brackets, hooks, nuts & bolts. After exhausting all other options if the vendor feels the requirement of the poles, same needs to be erected by him.
- n) The System shall have operational flexibility ensuring replacement of malfunctioning camera, technical redundant infrastructure, switches without affecting overall system.
- o) The System should ensure relocation of camera units within radius of 10 meters without any change of hardware.
- p) Power supply source to the camera and other outdoor & indoor equipment at site will be drawn from the nearest available power source provided by NSIC. Appropriate outdoor casings and housings of the same make as of camera should be used for the outdoor equipments.
- q) The Outdoor cameras shall be housed in IP66 casings. All housings shall be of the same make as that of the camera.
- r) The system shall make continuous recording of all cameras for 24 Hrs x 7 days with hardware should have adequate storage @ 25 fps and 1080p for a period of 30 days. System Integrator should provide the exact storage calculation. If necessary, additional storage in form of hard disk drive shall be suggested / provided by the Vendor.

- s) System should be scalable to meet additional safety and security requirement of the locations. The system design shall permit the on-line addition of new system / subsystems (new NVR, peripherals, cameras, encoders etc.) with no disruption to either the operation or system communications for future expansion. The offered system should have in-built capability / provision to take care for future expansion and new services & features etc.

4. TECHNICAL SPECIFICATIONS

Technical specification mentioned below are the minimum. Any better specification will also be accepted.

Camera

S.No.	Parameter	Specification
1	Image Sensor	3MP, 1/3" progressive scan CMOS
2	Minimum Illumination	0.01 Lux or Higher
3	Lens	3.6 mm or Higher
4	Shutter Speed	1/3(4)~1/10000s
5	Video Compression	H.264/MJPEG
6	Resolution	1080P(1920×1080)
7	Frame Rate	25/30 fps @ 1080p
8	Day and Night (ICR)	Auto
9	Image Enhancement	Backlight Compensation / 3D-DNR / AGC /WDR/ Privacy Masking
10	System compatibility	ONVIF
11	Protocols	IPv4/IPv6, HTTP, HTTPS, SSL, TCP/IP,FTP, PPPoE,SMTP, UPnP
12	Special functions	Motion Detection, Watermark, line crossing
13	Ethernet Interface	1 RJ45 10M/100M
14	Ingress Protection	IP 66 (Weatherproof Housing)
15	Power Supply	12VDC, PoE (802.3af)
16	Operating Conditions	-10 °C to 50 °C, Less than 95% RH
17	Certification	CE, FCC, UL, RoHS
18	Mention Make & Model	

Network Video Recorder

S.No.	Parameter	Specification
1	Number of video channels	16
2	User Interface	GUI, Mouse supported
3	Video compression	H.264
4	Video Output	VGA, HDMI
5	Recording Resolution	3MP/1080p
6	Recording Mode	Continuous, Manual, scheduled, motion detection, alarm

7	Storage Interface	Minimum 4 SATA HDD interface each having a minimum independent capacity of 4TB
8	Power over Ethernet (PoE)	Independent for all input network interfaces
	USB Interface	
9	Remote review	TCP/IP enabled or client software
10	Power Supply	220V \pm 10%, 50Hz
11	Operating Conditions	-10 °C to 50 °C, Less than 95% RH
12	Certification	CE, FCC, UL, RoHS
13	Language support	English compulsory
14	Working condition 24X7	Support
15	Mention Make & Model	

(Authorized signatory of the tenderer with seal.)

PRICE BID

S.No.	Description	Qty.*	Make & Model	Unit price (Rs.)	Applicable Tax	Amount (Rs.)
1.	3MP, IP, IR Bullet Camera as per the technical specifications mentioned in the tender	8 Nos.				
2.	16 Channel NVR System as per the technical specifications mentioned in the tender	1 No.				
3.	4TB, 64MB Cache, 7200RPM, Surveillance HDD with SATA interface suitable for 24X7 Hrs operation	3 Nos.				
4.	40" Full HD (1080p) LED Monitor with HDMI & VGA interface.	1 No.				
5.	16 port Ethernet Switch	1 No.				
6.	High Quality HDMI Cable (5 meter length)	1 No.				
7.	12U Wall Mount Rack with lock & other standard accessories	1 No.				
8.	Cat6 Cable (TEC Approved)	1250 Mtrs.				
9.	Self-Powered IEEE 802.3af PoE Extender (1 In - 1 Out) for feeding power to Cameras	4 Nos.				
10.	4 Port IEEE 802.3af PoE Switch	2 Nos.				
11.	IP 66 Junction Box for Housing POE Extender/12VDC power supply	4 Nos.				
12.	25mm, ISI, PVC conduit	600 Mtrs.				
13.	Other necessary power & networking components such as RJ45 connectors, DC pins etc. (Vendor to specify the mandatory/recommended components with detailed breakup of each item considered)	1 Lot				
14.	Per Camera Installation, Testing & Commissioning Charges including laying of cables with all accessories	1 No.				
15.	NVR Commissioning Charges	1 No.				

Total amount in words Rupees -----

** The quantity mentioned above is indicative only; however for finding out the lowest bidder the above mentioned quantities will be used*

(Authorized signatory of the tenderer with seal.)