

**TENDER**

**FOR**

**RENOVATION OF NSIC ADMINISTRATIVE  
BUILDING**

**AT**

**INDUSTRIAL ESTATE,**

**P.O. UDYOG NAGAR**

**NAINI, ALLAHABAD-211 009**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

***(A Government of India Enterprise)***

**Industrial Estate, P.O. Udyog Nagar**

**Naini, Allahabad-211 009 (Uttar Pradesh)**

**Tel: 0532-2697218/2697050/2695847**

**Telefax :0532-2697218,**

**Email: [boallahbd@nsic.co.in](mailto:boallahbd@nsic.co.in)**

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

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Government of India Enterprise)

Industrial Estate, P.O. Udyog Nagar

Naini, Allahabad-211 009 (Uttar Pradesh)

Ref: NSIC/NAINI/INCUBATOR/01

Date: 03.07.2015

M/s. -----  
-----

**Sub: Renovation of NSIC Administrative Building at Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)**

Sir,

Tender document in respect of the above mentioned works containing 37 pages as detailed on page 5 (Index) are forwarded herewith. ***Please note that tender is to be delivered in the Office of the Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh) on 20.07.2015 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 (technical bid) will be opened at 3.30 P.M. on 20.07.2015.

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. 37 Pages**

**Senior Branch Manager  
NSIC, Naini, Allahabad**

**Signature of the Tenderer**

**Tender notice for Renovation of NSIC Administrative Building at Industrial Estate,  
P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)**

Ref: NSIC/NAINI/INCUBATOR/01

Date: 03.07.2015

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

Sl. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Renovation of NSIC Administrative Building at Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)	30.20 lacs	60,000/-	30 days	From 03.07.2015 To 20.07.2015	20.07.2015 Upto 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 03.07.2015 to 20.07.2015 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 Allahabad. The intending tenderers can also download the complete tender document available on the website [www.nsic.co.in](http://www.nsic.co.in) and submit the same along with tender fee, requisite earnest money deposit and supporting documents by the due date. However, tenderers registered with National Small Industries Corporation under Single Point Registration Scheme shall be exempted from cost of tender.
3. Intending tenderers should have valid registration with Sales tax/Works Contract tax authorities.
4. **The intending tenderers should have satisfactorily completed at least one similar nature work of 80% or two similar nature works each of 60% or three similar nature of work each of 40% value of the estimated cost put to tender during last seven years. Similar nature work means building works/interior works/renovation works only.**
5. Tender documents can be purchased from the *Office of the Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)* on all working days between 10.00 am to 5.00 pm except on holidays, Saturdays & Sundays, after payment of requisite tender cost as mentioned above.
6. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the "The National Small Industries Corporation Ltd.", payable at Allahabad from any Nationalized Bank will be submitted at the *office of the Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)* upto 3.00 P M on 20.07.2015 and technical bid of the parties shall be opened on the same day (i.e due date of submission) at 3.30 PM. The tender without EMD shall be summarily rejected.

However, tenderers registered with National Small Industries Corporation under Single Point Registration Scheme shall be exempted from deposit of earnest money.

7. NSIC reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
9. The technical bid submitted by the parties shall be opened on the same day i.e last date of submission at 3.30 pm in the presence of tenderers who wish to be present. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their price bid.

**Senior Branch Manager  
NSIC, Naini, Allahabad**

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD. (NSIC)**

**(A GOVERNMENT OF INDIA ENTERPRISES)**

**Industrial Estate, P.O. Udyog Nagar**

**Naini, Allahabad-211 009 (Uttar Pradesh)**

Ref: NSIC/NAINI/INCUBATOR/01

Date: 03.07.2015

**INDEX OF TENDER DOCUMENTS**

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## INSTRUCTIONS TO TENDERERS

### 1.0 GENERAL

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

### 2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending tenderers may contact **Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211009 Tel: 0532-2697218/2697050/2695847.**

### 3.0 SUBMISSION OF TENDER

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

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

#### ENVELOPE – I

#### (TECHNICAL BID)

Name of work :

Tender no. :

Due date & time of opening :

Addressed to : **Sr. Branch Manager,  
National Small Industries Corporation,  
Industrial Estate, P.O. Udyog Nagar,  
Naini, Allahabad-211009**

From:

Name & address of the tenderer

This envelope shall contain the following: -

- EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at Allahabad. Cheque will not be accepted.

- The intending tenderers should have satisfactorily completed at least one similar nature work of 80% or two similar nature works each of 60% or three similar nature works each of 40% value of the estimated cost put to tender during last seven years, on the basis of which bidder wishes to get qualified and copies of supporting work orders and completion certificate/ TDS in case of certificate issued by private institutes should be submitted.
- Valid registration with Sales Tax department for Work Contract Tax/VAT.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.
- 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.

**NOTE:**

1. All the photocopies of the documents enclosed with the technical bid in support of technical eligibility criteria should be signed by the bidder/ 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	:	<b>Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211009</b>

From: Name & address of the tenderer:

**NOTE:** This part shall contain the tender document, total price to be charged by the tenderers 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 and the conditional offers will be rejected.

**4.0 QUALIFYING CRITERIA**

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid :

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

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.

## **5.0 ABNORMAL RATES**

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

## **6.0 DEVIATIONS TO TENDER CLAUSES:**

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

## **7.0 VALIDITY OF OFFER**

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

## **8.0 AWARD OF WORK**

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

## **9.0 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.



## **10.0 CORRECTIONS**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

## **11.0 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -**

- a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
- b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
- c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
- d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

## **12.0 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 may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.**

## **13.0** 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.

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

## **15.0** EMD of the unsuccessful bidders shall be refunded without any interest after award of the work.

## **16.0** A check list of documents/fees etc. is provided on the next page. Bidders are requested to fill up the response column (Yes/No) before submitting the tender.

**Senior Branch Manager  
NSIC, Naini, Allahabad**

**Check List of Documents/Fees etc.**

Name of the Tenderer: \_\_\_\_\_

<b>Sr.No.</b>	<b>Item Required</b>	<b>Response (Yes/No)</b>
1.	Has the tenderer paid the tender document fees in the prescribed form	
2.	Has the tenderer submitted the requisite EMD in the prescribed form along with the technical bid (Envelope-I)	
3.	Have all the pages of the tender document and the supporting documents required to be signed 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 technical eligibility 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	

**SIGNATURE OF THE TENDERER**

## GENERAL CONDITIONS OF CONTRACT

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

### 3. **Definition**

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
- e) 'Party' shall mean either 'The National Small Industries Corporation Ltd., Branch Office-Naini' 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 Senior Branch Manager means the officer who holds the charge of that post in the Corporation at NSIC, Branch Office (BO)-Naini 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 Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

#### **5. Inspection of Site:**

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

#### **6. Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which 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. Discrepancies and Adjustment of Errors:**

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

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

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

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

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

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

- a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
- b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
- c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
- d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

## **8. Security Deposit:**

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

### **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 converted 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.

- 8.1 ***Refund of Security deposit:*** One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily subject to furnishing bank guarantee of equivalent amount.
- 8.2 On expiry of the Defects Liability Period Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- 8.3 No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the Corporation.

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

- 9.1 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 10 (i) to (iii) of the tender document.
- 9.2.1 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.
  - a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; plus.
  - b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

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

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

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

- a) The contractor shall, on receipt 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%.

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

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

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

12.2 If the work be delayed by

(a) Force majeure or

(b) Abnormally bad weather or

(c) Serious loss or damage by fire, or

(d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or

(e) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or

(f) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

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

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.

12.4 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.

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

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

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war,



rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

## **15. MATERIALS**

- 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.

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

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own

arrangement for the assign of all labour trained in the particular field of work preferably local.

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

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

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

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

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

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

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

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

## 19. Contractor's Liability and Insurance

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

- 19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
  - a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
  - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of 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.
- 19.3 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 19.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Corporation-Contractors "All Risk Policy" and "Third Party" Insurance policy.
- 19.5 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 19.6 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.
- 19.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

- 19.8 No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.
- 19.9 The contractor shall ensure that no materials/wastes/plant, equipment etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC will carry out the work at the contractor's risk and cost after 7 days notice.
- 19.10 The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to NSIC.

**20. Safety Code:**

- 20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.
- 20.2 The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.
- 20.3 The corporation shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage 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.

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

- 21.1 If the Contractor:
- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge; or
  - b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
  - c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
  - d. Enters into a contract with the Corporation in connection with which commission has been paid 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

- e. Offers or gives or agrees to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtention or execution of this or any other Contract for the Corporation or
  - f. Obtains a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
  - g. Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any application be make under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
  - h. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
  - i. Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- 21.2 The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or in part as it may deem appropriate.
- 21.3 The Competent Authority shall on such cancellation, be entitled to:
- a. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
  - b. Carry out the incomplete work by any means at the risk and cost of the Contractor.
- 21.4 On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the Corporation. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.
- 21.5 Any excess expenditure incurred or to be incurred by the Corporation in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

- 21.6 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- 21.7 Any sums in excess of the amounts due to the Corporation an 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.

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

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

## **23. Urgent Works:**

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

**24. PAYMENTS:**

24.1 Payment shall be released 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 NSIC. If Contractor intends to submit interim R.A Bills these should not be less than **Rs 10.0 Lac** of the work executed. All other statutory deductions and Security deposit as applicable shall be effected from each running bill.

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

24.3 All statutory deductions as applicable like TDS, 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**

In the event of any dispute, the same shall be referred to the sole arbitration of Chairman-Cum-Managing Director, New Delhi of the Corporation or such officer he may appoint to be the arbitrator. There shall be no objection that the Arbitrator is an employee of the Corporation or that he had to deal with the matter to which this tender relates in the course of his duties as an employee of the Corporation, and/or he has expressed his views on all or any of the matters in dispute or differences. The award of the officer so appointed by him shall be final and binding on the parties.

The venue of Arbitration is at New Delhi only.

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).

**Senior Branch Manager  
NSIC, Naini, Allahabad**

**SIGNATURE OF THE TENDERER**

**FORM OF TENDER**

To

***Sr. Branch Manager,  
National Small Industries Corporation,  
Industrial Estate, P.O. Udyog Nagar,  
Naini, Allahabad-211 009 (Uttar Pradesh)***

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

**(Name of the Work)**

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

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

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

A sum of Rs 60,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of "The National Small Industries Corporation Ltd., payable at Allahabad.

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 authorised 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<br>Authorised executives  |
| 2. | Earnest money/Security deposit  |  |
|    | a) Estimated cost of the Works  | Rs. 30.20 Lacs   |
|    | b) Earnest money  | Rs 60,000/- in the form of<br>DD /Pay order in favour<br>of “The National Small<br>Industries Corporation<br>Ltd.”, payable at<br>Allahabad. |
|    | c) Security Deposit   | 10% of the contract value.   |
| 3  | Minimum value of R A bill   | Rs 10.0 lacs (Rs ten lacs<br>only)   |
| 4. | Time allowed for execution of work  | 30 days  |
| 5. | Authority competent to decide if<br>“any other cause” of delay is beyond<br>contractors control | CMD, NSIC or his<br>authorised representative  |
| 6. | Liquidated Damaged  | 0.5% (one half of one<br>percent) per week subject<br>to a Maximum 10% value<br>of the contract  |
| 7. | Defect Liability Period   | 12 months from the date<br>of Completion of work in<br>all respect   |
| 8. | Authority competent to reduce<br>compensation   | CMD NSIC or his<br>authorized executive.   |

## SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. All rates quoted by the bidders shall be complete inclusive of all taxes, duties, labour, Tool & Plant, Transportation etc., and the same shall remain firm for the entire contract period and extended contract period, if any.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender.
6. **Execution of Work At Risk & Cost of Contractor:**

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

7. The work has to be executed in accordance with the latest CPWD specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testing charges shall be borne by the contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.
10. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.
11. All communication should be addressed *to the Sr. Branch Manager, National Small Industries Corporation, Industrial Estate, P.O. Udyog Nagar, Naini, Allahabad-211 009 (Uttar Pradesh)*

**Signature of tenderer**

## Schedule of Quantities (Price bid)

Sl. No.	DSR No.	Description	Unit	Qty	Rate (Rs)		Amount (Rs)
					(In figure)	(In Word)	
1.	11.49.2	Providing and laying Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622 , of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). Size of Tile 600x600 mm	sqm	4.000			
2.	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead With cement mortar 1:4 (1 cement : 4 fine sand)	sqm	96.817			
3.	14.46	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	1773.849			
4.	13.41.1	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer	sqm	1773.849			
5.	14.42	White washing with lime to give an even shade old work (two or more coats)	sqm	446.080			
6.	14.13	Regrading terracing of mud phaska covered with tiles or brick, in cement by dismantling tiles or bricks, removing mud plaster, preparing the surface of mud phaska to proper slope, relaying mud plaster gobri leaping and tiles or bricks, grouted in cement mortar 1:3 (1 cement : 3 fine sand), including replacing unserviceable tiles or bricks with new	sqm	504.677			

		ones and disposal of unserviceable material to the dumping ground (the cost of the new tiles or brick excluded) within 50 metres lead.						
7.	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes	Rmt	125.560				
	12.41.2	110 mm diameter						
8.	12.42	Providing and fixing on wall face unplasticised - PVC moulded fittings/accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS :5382, leaving 10 mm gap for thermal expansion.						
8.1	12.42.5. 2	Bend 87.5 <sup>0</sup> – 110 mm dia bend	each	13.000				
8.2	12.42.6. 2	Shoe plain – 110 mm dia shoe	each	13.000				
9.	14.43	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete Grit wash	sqm	1316.682				
10.	14.64.1	Finishing walls with water proofing cement paint of required shade : Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 liters/10 sqm complete including cost of Priming coat.	sqm	1316.682				
11.	9.48.2	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. Fixed to openings / wooden frames with rawl plugs screw etc. Weight of grill@15/sq. mtr.	kg	3175.200				
12.	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	sqm	211.680				
13.	8.6	Mirror polishing on marble work/Granite work/stone work where ever required to give high gloss finish complete.	sqm	803.371				

14.	15.7	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.						
	15.7.4	In cement mortar	cum	19.475				
15.	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.						
	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	2.000				
16.	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	Cuft	1.000				
17.	13.50.3	Applying priming coat :With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works One or more coats on old work	sqm	142.560				
18.	14.54	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	sqm	142.560				
19.	6.41	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:4 (1 cement : 4 coarse sand)	cum	2.650				
20.	13.1	12 mm cement plaster 1:4 (1 cement : 4 fine sand)	sqm	75.000				
21.	9.117	Providing and fixing factory made uPVC door frame made of uPVC extruded sections having an overall dimension as below (tolerance $\pm 1$ mm), with wall thickness 2.0 mm ( $\pm 0.2$ mm), corners of the door frame to be Jointed with galvanized brackets and stainless steel screws, joints mitred and Plastic welded. The hinge side vertical of the frames reinforced by galvanized M.S. tube of size 19 X 19 mm and 1mm ( $\pm 0.1$ mm) wall thickness and 3 nos. stainless steel hinges fixed to the frame complete as per manufacturer's specification and direction of Engineerin-charge Extruded section profile size 48x40 mm	Rmt	75.450				
22.	9.118	Providing and fixing to existing door frames	sqm	23.625				
	9.118.2	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow						

		section of size 60x30 mm and wall thickness 2 mm ( $\pm$ 0.2 mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm ( $\pm$ 0.1 mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm ( $\pm$ 0.2 mm) wall thickness fixed to the shutter styles by means of plastic/galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm ( $\pm$ 0.1 mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.						
23.	9.21.2	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 plyveneering with vertical grains or cross bands and face veneers on both faces of shutters :30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	2.520				
<b>Toilet Renovation</b>								
24.	17.60.2.2	Providing and fixing trap of self cleaning design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors :Sand Cast Iron S&S as per IS- 1729	each	6				
25.	17.4.1	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required	each	11				
26.	17.7.3	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brasspillar	each	5				

		taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps						
27.	17.1.1	Providing and fixing water closet squatting pan (Indian type W.C. pan ) with 100 mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :White Vitreous china Orissa pattern W.C. pan of size 580x440 mm with integral type foot rests	each	5				
28.	17.2.1	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid	each	5				
29.	18.8	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes,having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge.Concealed work, including cutting chases and making good the walls etc.						
30.	18.8.1	15 mm nominal outer dia Pipes	Rmtr	25				
31.	18.8.2	20 mm nominal outer dia pipes	Rmtr	50				
32.	18.8.3	25 mm nominal outer dia pipes	Rmtr	50				
33.	18.49.1	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 : 15 mm nominal bore	each	10				
34.	18.52.1	Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.15 mm nominal bore	each	8				

35.	9.96.2	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete :250x16 mm	each	8				
36.	9.97.3	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete :200x10 mm	each	8				
37.	9.100.2	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :100 mm	each	16				
38.	9.84	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	each	8				
39.	21.4	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge. With stainless steel cover plate minimum 1.25 mm thickness	each	5				
40.	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank. (1000 ltr x 3 nos.=3000 ltrs.)	Litre	3000				
41.	12.52.3	Providing and fixing tiled false ceiling of approved materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections ( galvanized @ 120 grams/ sqm, both	sqm	15				



		<p>side inclusive) consisting of main “T” runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross “T” of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main “T” at 600 mm center to center to form a grid of 1200x600 mm and secondary cross “T” of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main “T” runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge. 12.5 mm thick square edge PVC Laminated Gypsum Tile of size 595x595 mm, made of Gypsum plasterboard, manufactured from natural gypsum as per IS 2095 part I and laminated with white 0.16mm thick fire retardant PVC film on the face side and 12micron metalized polyester on the back side with all edges sealed with the face side PVC film which goes around and wraps the edges and is bonded to the edges and the back side metalized polyester film so as to make the tile a completely sealed unit.</p>					
42.	MR	<p>Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides</p>	Sqm	236.883			

		with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing / paneling and dash fasteners to be paid for separately) : 1.2 mm thick aluminum section with followings: • Anodised aluminum (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15) • Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade 1 Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on both sides Or • With float glass panes of 5.50 mm thick mm thickness for window						
43.	MR	Repairing of miscellaneous touch up works wherever required including closing of holes in the building at ground and fist floor.	LS					
		Total amount (Rs)						
<b>Electrical Estimate</b>								
44.	1.10	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. Group A	Point	132				
	1.14	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.						
45.	1.14.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Metre	160				
46.	1.14.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Metre	450				

47.	1.14.5	2 X 10 sq. mm + 1 X 10 sq. mm earth wire.	Metre	25			
48.	1.14.10	4 X 10 sq. mm + 2 X 10 sq. mm earth wire.	Metre	120			
49.	1.14.11	4 X 16 sq. mm + 2 X 16 sq. mm earth wire.	Metre	120			
50.	1.12	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit alongwith 1 No 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	Metre	240			
	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.					
51.	1.24.1	5/6 amps switch	Each	24			
52.	1.24.4	3 pin 5/6 Amp Socket Outlet	Each	24			
53.	1.26	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	16			
54.	1.32	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required.	Each	40			
	1.27	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required.					
55.	1.27.6	12 Module (200mmX150mm)	Each	24			
56.	1.27.5	8 Module (125mmX125mm)	Each	10			
57.	1.27.4	6 Module (200mmX75mm)	Each	10			
	2.8	Supplying and fixing following way prewired TP&N MCB distributionboard of steel sheet for 415 volts on surface/ recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly prewired with suitable size FRLS PVC insulated copper conductor up to terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted					

		including earthing etc. as required.(But without MCB/ RCCB/ Isolator)					
58.	2.8.5	4 Way (4+12), Double Door	Each	3			
59.	2.8.8	12 way (4 + 36), Single doors	Each	1			
60.	2.10 2.10.1	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, “C” curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. Single Pole	Each	24			
61.	1.25	Supplying and fixing stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	Each	92			
62.	7.7 7.7.1	Laying and fixing of one number PVC insulated and PVC sheathed/ XLPE power cable of 1.1 KV grade of following size on wall surface as required. Upto 35 sq. mm (clamped with 1mm thick saddle)	Meter	40			
63.	9.1 9.1.35	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. 4 X 35 sq. mm (32mm)	Each	6			
64.	2.13 2.13.2	Supplying and fixing following rating four pole 415 volt, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required. 63 amps	Each	12			
65.	5.2	Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.	Each	4			
66.	5.15	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required	Meter	80			
67.		Supply, Installation of enclosure of 4 pole isolator with cover.	Each	12			

68.	Supply, Installation, Testing & Commissioning of T5 - 28 Watt tube Light fitting including connections etc. in all respect as per the direction of Engineer - in Incarge.	Nos .	80			
69.	SITC of 1200 mm sweep Ceiling fan of make: Havells, CG, Khaitan. Including connection, Anchor fastner if required etc.	Nos .	85			
70.	SITC of Industrial socket along with 63 Amp TPN MCB along with enclosure including all.	Each	16			
71.	SITC of Industrial socket along with 32 Amp TPN MCB along with enclosure including all.	Each	4			
72.	SITC of Online UPS 5 kVA	Each	1			
73.	SITC of Multifunctional CT (100/5, class 1.0)operated 3 phase Energy Meter, with enclosure, HRC fuse, control wiring with 1.5 sq.mm. wire complete in all respect as per the direction of the Engineer In charge.	Each	1			
74.	SITC of 60 Amps. 4 pole contactor, coil 220 V, 50 Hz with time delay relay 0 - 100 amp setting.Make: L&T, Schnieder.	Each	1			
75.	Supply of 4 core x35 Sq. mm. Armoured XLPE cable of reputed make like KEI, Havells as approved by Engineer In charge.	Met er	40			
76.	Supplying installation,testing commissioning of LT PANNEL ,cubicle type with 1.6 mm CRCA sheet, IP - 54 Protection INCOMING: 160 A FP MCCB 25 KA -01 No. , Bus bar Aluminium - 200 Amp. - OUTGOING 100 A FP MCCB 16 KA - 2 Nos. & 63 A FP MCCB 16 KA - 3 Nos. duly painted as per IS. (The MCCB shall be adjustable ratings).	Each	1			
<b>Total</b>						

**Total amount in words:**

**Signature and seal of bidder**