

TENDER FOR
INTERIOR WORK – BISON PANEL PARTITION WORK FOR
CONVERTING BIGGER MODULES INTO SMALLER MODULES,
AT NSIC- EMDBP, KAMALANAGAR, KUSHAIGUDA, ECIL
POST OFFICE
HYDERABAD - 500062



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
Exhibition-Cum- Marketing Development Business Park
Module No: 207, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad 500 062
Ph: 040-27141422, 27125802, Fax: 27141411.
Website: <http://www.nsic.co.in>

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

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Module No.-207, Kamalanagar, Kushaiguda, ECIL Post Office,
Hyderabad - 500062

Ph: 040-27141422, 27125802, Fax: 27141411, Email: emdbphyd@nsic.co.in

Ref: NSIC/EMDBP/(HYD)/EPM Small Modules/2016-17

Date: 06/02/2017

M/s. -----

Subject: Tender for Interior Work - Bison Panel Partition Work for Converting Bigger Modules into Smaller Modules at NSIC-EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad.

Sir,

Tender documents in respect of the above mentioned works containing 27 pages as detailed on page 4 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the General Manager, NSIC-EMDBP, Module 207, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad-500062 upto 3.00P.M. on 15/02/2017.*

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 form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 4.00 P.M. on 15/02/2017.

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: 27 pages

**General Manager
NSIC- EMDBP, Hyderabad**

(Authorized signatory of the tenderer with seal.)

TENDER NOTICE FOR INTERIOR WORK - BISON PANEL PARTITION WORK FOR CONVERTING BIGGER MODULES INTO SMALLER MODULES AT NSIC-EMDBP, KAMALANAGAR, KUSHAIGUDA, ECIL POST OFFICE, HYDERABAD.

Ref: NSIC/EMDBP/(HYD)/EPM Small Modules/2016-17

Date: 06/02/2017

Sealed quotations are hereby invited from the eligible parties under **two bids** system i.e. **Technical Bid & Price Bid** for carrying out *Interior Work - Bison Panel Partition Work for Converting Bigger Modules into Smaller Modules at NSIC-EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad* as per the terms and conditions mentioned in the tender document.

Name of the work	Earnest Money Deposit	Issue of Blank Tender	Last Date of Submission Tender
Tender for Interior Work - Bison Panel Partition Work for Converting Bigger Modules into Smaller Modules at NSIC-EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad.	Rs. 15,000/-	From 06/02/2017 to 15/02/2017	Date 15/02/2017 upto 3.00 PM

- Blank tender documents (non-transferable) for above work shall be issued from 06/02/2017 to 15/02/2017 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 cash/Demand Draft/pay order/bankers cheque in favour of “The National Small Industries Corporation Ltd.”, payable at Hyderabad.
The intending tenderers can also download the complete tender document available on the website www.nsic.co.in and submit the same along with requisite tender fee & earnest money deposit in the form of Demand Draft/pay order/bankers cheque drawn on a scheduled/nationalized bank in favour of “The National Small Industries Corporation Ltd.”, payable at Hyderabad alongwith supporting documents as per the details provided hereinafter in the tender document by the due date. The tenderers registered with The National Small Industries Corporation Ltd. under **Single Point Registration Scheme** shall be **exempted from cost of tender and the EMD.**
- The intending tenderers should have valid registration with Sales tax, Works Contract tax, Service tax, as applicable.
- 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 five years. Similar nature work means building works/interior works/renovation works only.**
- Tender documents can be purchased from the office of the General Manager, NSIC - EMDBP, Module No.- 207, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad- 62, on all working days between 10.00 AM to 6.00 PM except on holidays and Saturdays & Sundays, after payment of requisite tender cost as mentioned above.
- The tender documents duly completed along with EMD in form of demand draft/pay order/bankers cheque drawn on a scheduled/nationalized bank in favour of “The National Small Industries

Corporation Ltd.” payable at Hyderabad will be submitted at the office of General Manager, NSIC-EMDBP, Module No. - 207, Kamalanagar, Kusaiguda, ECIL Post Office, Hyderabad- 62, upto 3.00 PM on 15/02/2017.

6. Any tender without tender fee and EMD shall be summarily rejected.
7. The Earnest Money Deposit will be refunded to the unsuccessful tenderer only after finalization of the contract. In case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
8. 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.
9. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the tenderers who resort canvassing will be liable to be rejected.
10. The tender 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.

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

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Ph: 040-27141422, 27125802, Fax: 27141411, Email: emdbphyd@nsic.co.in

Ref: NSIC/EMDBP/(HYD)/EPM Small Modules/2016-17

Date: 06/02/2017

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INSTRUCTIONS TO TENDERERS

1. GENERAL:

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule, 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 Asst. Manager, NSIC- EMDBP, Module No.-207, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad- 500062, Mob. No. 7702108488.

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 Interior Work - Bison Panel Partition Work for Converting Bigger Modules into Smaller Modules at NSIC-EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad - 500062
Tender Ref no.	:	NSIC/EMDBP/(Hyd)/EPM Small Modules/2016-17
Due date & time of opening	:	15.02.2017 at 16:00 Hrs
Addressed to	:	General Manager, The National Small Industries Corporation Ltd., Exhibition-Cum-Marketing Development Business Park, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad – 500 062
From	:	Name & Address of the Tenderer

The Envelope-I (Technical Bid) 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.
- 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.

- 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.
- *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.*
- Copy of valid of Sales Tax/TIN number, Service tax registration Number as applicable.
- Copy of PAN card.
- Partnership Deed in case of partnership firm.
- 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 limited company, the authority to sign the tender is to be given under Board resolution.
- The entire tender document except the Price Bid part with each page duly signed by the tenderer.

NOTE:

- All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the tenderer/ authorized person.
- 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 Interior Work - Bison Panel Partition Work for
Converting Bigger Modules into Smaller Modules at NSIC-
EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office,
Hyderabad - 500062

Tender Ref no. : NSIC/EMDBP/(Hyd)/EPM Small Modules/2016-17

Due date & time of opening : 15.02.2017 at 16:00 Hrs

Addressed to : General Manager,
The National Small Industries Corporation Ltd.,
Exhibition-Cum-Marketing Development Business Park,
Kamalanagar, Kushaiguda, ECIL Post Office,
Hyderabad – 500 062

From : Name & Address of the Tenderer

The Envelope-II shall contain the Price Bid portion of the tender in prescribed format. It is to be noted that Envelope-II shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.

Both the sealed envelope i.e. Envelope-I and Envelope-II shall be put in another third envelope and sealed properly superscribed with “Tender for Interior Work - Bison Panel Partition Work for Converting Bigger Modules into Smaller Modules at NSIC-EMDBP, Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad”

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 after careful analysis of costs involved for satisfactory execution of the work considering technical qualification, experience of the required manpower 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 rates quoted by the Tenderer 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 rates on scrutiny of the analysis for such rates 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 rates or on any other ground whatsoever.

6. DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit the tenders strictly based on the terms and conditions and scope of work 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 180 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 180 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:

The 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 tenderer and may cancel the tender in full or part without assigning any reason whatsoever.

9. ACCEPTANCE / REJECTION OF TENDER:

- a. The Corporation does not bind itself to accept the lowest tender.

- b. The Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- c. The 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. 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.

- 12. 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.
- 13. The Earnest Money Deposit will be refunded to the unsuccessful tenderer only after finalization of the contract. In case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
- 14. 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.

**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.	Has the tenderer/ authorized representative of the tenderer signed/initialled all the pages of the tender document along with supporting documents required and has enclosed the same in the Technical Bid (Envelope-I)	
4.	Has the Power of attorney/Authority been submitted in the name of authorized representative on a non-judicial stamp paper/under Board Resolution (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 2Competent 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. 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.

8. 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.

9. 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.

10. 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 (a) and (b) 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.

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:

- 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.

13. 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.

14. 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.

15. FORCE MAJEURE

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

16. MATERIALS

- 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.

17. DEFECTS LIABILITY PERIOD :

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of 6 months from the date of completion of the work in all respect.

18. 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.

19. 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.

20. 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.

21. 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.

22. URGENT WORKS:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and 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.

23. 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.

24. MOBILISATION ADVANCE:

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

25. 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

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

(Authorized signatory of the tenderer with seal.)

FORM OF TENDER

To
The General Manager,
NSIC- Exhibition cum Marketing Development Business Park,
Kamalanagar, Kushaiguda, ECIL Post Office, Hyderabad -500 062

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

(Name of the Work)

- a. Notice inviting tender.
- b. Instructions to Tenderers
- c. Checklist of document/fees/etc.
- 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. Appendix
- f. Special Conditions of Contract
- g. Annexure A
- h. 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 180 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 15,000/- 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 the 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. 2.72 Lacs based on Delhi Schedule of Rates - 2016 |
| | b) Earnest money | 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 | 30 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 | 06 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 all taxes such as Sales-tax/VAT, purchase tax, turnover tax or any other tax applicable except service tax. **The tenderer shall quote their rates exclusive of service tax. Service tax, as applicable shall be reimbursed on production of deposit challan of service tax in time for the project. The contractor must have valid service tax registration number commensurate with service to be provided and will provide copy of the same before release of any payment by NSIC.**
3. The rates quoted by the party shall be firm for acceptance for a period of 180 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 Engineer 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 30 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 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.

15. The work has to be executed in accordance with the latest CPWD specification mentioned in the Price Bid 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.
16. 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.
17. 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.
18. 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.
19. 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
20. The NSIC does not bind itself to buy or produce any or all services/goods from the same service provider.
21. 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.
22. 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.
23. **All communication should be addressed to the Deputy General Manager, NSIC-EMDBP, Kamalanagar, Kushaiguda, Hyderabad - 500062.**

(Authorized signatory of the tenderer with seal.)

SCHEDULE OF QUANTITIES (PRICE BID)

Sl. No.	DSR 2016 Code	Descriptions	Unit	Qty	Rate (In Rs)	Amount
A		<u>SCHEDULED ITEMS</u>				
01	9.105	<p><u>PARTITION WORK</u> Providing and fixing partition upto ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed/ roll form G.I. sheet with zinc coating of 120 gms/sqm(both side inclusive), consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610 mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws with nylon plugs and the studs 48 mm wide having one flange of 34 mm and other flange 36 mm and 0.50 mm thick fixed vertically within flanges of floor and ceiling channel and placed at a spacing of 610 mm centre to centre by 6 mm dia bolts and nuts, including fixing of studs along both ends of partition fixed flush to wall with suitable anchor fastener or metal screws with nylon plugs at spacing of 450 mm centre to centre, and fixing of boards to both side of frame work by 25 mm long dry wall screws on studs, floor and ceiling channels at the spacing of 300 mm centre to centre. The boards are to be fixed to the frame work with joints staggered to avoid through cracks, M.S. fixing channel of 99 mm width (0.9 mm thick having two flanges of 9.5 mm each) to be provided at the horizontal joints of two boards, fixed to the studs using metal to metal flat head screws, including jointing and finishing to a flush finish with recommended jointing compound, jointing tape, angle beads at corners (25 mm x 25 mm x 0.5 mm), joint finisher and two coats of primer suitable for board as per manufacture's specification and direction of engineer in charge all complete.</p>				
	9.105.5	66 mm overall thickness partition using 8 mm thick double skin multipurpose cement bonded wood particleboard manufactured as per IS: 14276 with suitable cement bonded board. (Bison Panels)	sqm	107.66		
02	13.26	<p><u>FINISHING</u> Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.</p>	sqm	215.32		

04	13.40	<u>FINISHING</u> Distempering with dry distemper of approved brand and manufacture (two or more coats) of required shade on new work, over and including water thinnable priming coat to give an even shade.	sqm	215.32		
05	9.20	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.				
	9.20.2	30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws (3 Doors : 2 M X 2.1M)	sqm	12.60		
B		<u>NON-SCHEDULED ITEMS</u>				
01		Supply & Installation of following door accessories				
		a. Godrej Premium Night lck Lock for double door.	Nos.	3		
		b. H-Type Door Handle, Size 300mm X 25mm, made from SS 304, Make Godrej.	Nos.	12		
		c. 80Kg, Floor Spring, Make Godrej - D 80.	Nos.	6		
		d. With 5mm thick View Glass partition of size of 4.5 Ft X 0.75 Ft.	Nos.	3		
C		Grand Total Amount in Rupees (A +B)				

Amount in Words _____

(Authorized signatory of the tenderer with seal.