

TENDER

FOR

**SUPPLYING, LAYING, TESTING AND
COMMISSIONING OF HT POWER CABLE FOR
PROVIDING POWER SUPPLY
TO
NSIC-STP AT OKHLA INDUSTRIAL ESTATE,
NEW DELHI – 110 020**



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI – 110 020

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

Tel.: (011)-26910709, Telefax: (011)-26920911

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

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

Date: 31.05.2011

M/s. -----

**Sub: Supplying, Laying, Testing and Commissioning of HT Power Cable
For Providing Power Supply to NSIC-STP at Okhla Industrial Estate,
New Delhi – 110 020**

Sir,

Tender documents in respect of the above mentioned works containing 25 pages as detailed on page 4 (Index) are forwarded herewith. ***Please note that tender is to be delivered at CR Section addressed to General Manager (Works), The National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020 on 09-06-2011 up to 3.00 P.M.***

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

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 3.30 P.M. on 09-06-2011.

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. 25 Pages

General Manager (Works)

Signature of the Tenderer with stamp

Tender notice for Supplying, Laying, Testing and Commissioning of HT Power Cable For Providing Power Supply to NSIC-STP at Okhla Industrial Estate, New Delhi – 110020

Tender Notice No. : SIC/HO/WD/MDC/10/2011-12

Date: 31.05.2011

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

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Supplying, Laying, Testing and Commissioning of HT Power Cable For Providing Power Supply to NSIC-STP at Okhla Industrial Estate, New Delhi – 110 020	8.34	17,000/-	30 days	From 31-05-2011 To 08-06-2011	09-06-2011 Upto 3.00 PM

- Blank tender documents (non-transferable) for above work shall be issued from 31-05-2011 to 08-06-2011 on working days from the address given below on payment of required tender fee of Rs.500/- (Rupees Five hundred only) (non-refundable) in cash/DD in favour of “The National Small Industries Corporation Ltd.”, payable at New Delhi . The bidders may also download the tender documents from the official website of the Corporation, however, a separate demand draft of Rs.500/- in favour of “The National Small Industries Corporation Ltd.”, payable at New Delhi is to be enclosed along with the technical bid towards the cost of tender documents.
- The tenderers should have completed minimum two works of similar nature of minimum value of Rs 5.00 lacs each or one single work of value of Rs.7.00 Lacs in their name, during last five years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by any reputed organization / MNC shall also be accepted. In case of certificates issued by a private party, copies of TDS should also be enclosed.
- Work of similar nature means “HT Electrical works (11 KV/ 33 KV) including supplying, installation, testing and commissioning of panels/ cables etc.”
- While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax /sales tax/ VAT/TIN as applicable.
- The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason thereof and tenderer shall meet all requisite terms and conditions in participating tenders.
- Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
- NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

General Manager (Works)

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

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

Date: 31.05.2011

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

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

2.0 SITE PARTICULARS

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

3.0 SUBMISSION OF TENDER

The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be outrightly rejected.

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

I) Technical Bid

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

From: Name & address of the tenderer

This envelope shall contain the following: -

- a) EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at New Delhi.
- b) Details of the two similar nature of works and minimum value of Rs 7.00 Lacs or one single work of value of Rs. 5.00 lacs executed by the bidder during last five years. In case of works executed for private parties, copies of concerned TDS certificates should also be enclosed.
- c) Copy of valid PF registration certificate
- d) Valid registration with Sales Tax department for Work Contract Tax/VAT/TIN.

II) Price Bid

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

4.0 ABNORMAL RATES

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the Corporation is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand.

5.0 DEVIATIONS TO TENDER CLAUSES:

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

6.0 VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders.

7.0 AWARD OF WORK

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

8.0 ACCEPTANCE / REJECTION OF TENDER

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

9.0 CORRECTIONS

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

10.0 FIRM RATES

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

11. **Any corrigendum / addendum etc., in respect of this tender shall be displayed on the official website of the Corporation only i.e. www.nsic.co.in. The tenderers are advised to keep viewing the website regularly for this purpose.**

General Manager (Works)

GENERAL CONDITIONS OF CONTRACT

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

4. Contract Documents:

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

5. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, taxes tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

6. Inspection of Site:

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

7. Sufficiency of Tender:

The tenderer shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

8. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the 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.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

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

9. 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 two and half percent (2.5%) 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 already deposited shall be converted into initial security deposit and shall become part of the above 2.5% Initial Security Deposit.

b) Balance Security Deposit

Balance seven and half per cent (7.5%) will be recovered in installments through deductions at the rate of ten per cent (10%) of the value of each running account bill till total security Deposit amount is collected, after which no further deduction from Bills will be made on this account.

- 9.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.
- 9.2 Refund *of Security deposit*: Security deposit refundable to the 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 after defect liability period of 12 months.
- 9.3 No interest shall be payable to the contractor on the Security Deposit furnished/recovered from the contractor, by the Corporation.

10 Deviations/Variations Extent and Pricing

The Engineer-in-charge shall have power (i) to make alteration, in omissions from, additions to, or substitutions for the original specifications, 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 directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

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

10.2 **Deviation, Extra Items and Pricing**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

Deviation, substituted items, pricing

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, deviated quantities, pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in the Appendix, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be

paid in accordance with the rates so determine.

- 10.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Appendix, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revised the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 10.4 For the purpose of operation of Appendix, the following works shall be treated as works relating to foundation unless and otherwise defined in the contract:
- (i) For Buildings: All works upto 1.2 meters above ground level or upto floor 1 level whichever is lower.
 - (ii) For abutments, piers and well steining : All works upto 1.2m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works upto 1.2 meters above the ground levels.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works upto 1.2 meters above the ground level.
 - (v) For basement: All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
 - (vi) For Roads, all items of excavation and filling including treatment of sub base.

11.0 Time and Extension for Delay:

- 11.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 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
- 11.2 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.
- 11.3 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;

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

13. 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.

14. MATERIALS

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.

15. Labour:

a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

b.) All the workers or employees deployed by the contractor shall be considered the employees of contractor and corporation shall not have any liability whatsoever in nature in regard to such workers/employees.

c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

d.) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.

e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's

Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

- f) The Contractor shall indemnify and keep indemnified the Corporation against:
 - i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.
 - ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
 - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

16. Contractor's Liability & Insurance

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. Inspection and Approval:

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

18. Liquidated Damages for Delay

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 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.

19. Defect Liability Period

The Contractor shall be responsible to make good and remedy any defect in the work executed within defect liability period of one year which shall be reckoned from the date of completion of the works and handing over to the Corporation.

20. Instruction and Notices:

20.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

20.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

20.3 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

21. Cancellation of Contract in Full or in Part:

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. Violates any of the terms and conditions stipulated in this agreement
- e. Enters into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/ Engineer-in-charge; or
- f. Offers or gives or agrees to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- g. Being an individual or any of its partner (in case the 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 to benefit of his creditors or purport to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate 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 to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.

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

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

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. 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 the 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 are of sub-standard quality shall, upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct 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.

22.1 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, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

23. Urgent Works:

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

24. VALUATION AND PAYMENT:

- 24.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- 24.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.
- 24.3 Payments against running bills may be released subject to value of work executed and measured being not less than Rs.4.00 lac.
- 24.4 Payment will be made on actual measurement as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment upto accepted tender amount the General Manager (Works) is the approving authority.
No escalation will be paid even in extended period, if any.
- 24.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.
- 24.6 All measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.
- 24.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

25. Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the

Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

26. Income Tax/WCT/VAT

- 26.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.
- 26.2 The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

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

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

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the contractor.

Any excess expenditure incurred or to be incurred by the Corporation in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Corporation as aforesaid without prejudice to any other right or remedy available to Corporation in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

28. ARBITRATION AND LAWS

Arbitration:

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 shall 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 the 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 Delhi only shall have the jurisdiction.

SIGNATURE OF THE CONTRACTOR

General Manager (Works)

FORM OF TENDER

To

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

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

(Name of the Work)

- a). Notice inviting tender.
- b). Instructions to Tenderers
- c). Technical Specifications
- d). General Conditions of Contract including 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 17,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi . If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document

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

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

.....

Dated.....

Witness.....

Date.....

Address.....

.....

APPENDIX

- | | |
|---|--|
| 1. Competent Authority | C.M.D., NSIC or his
Authorised executives |
| 2. Earnest money/Security deposit | |
| a) Estimated cost of the Works | Rs. 8.34 Lac |
| b) Earnest money | Rs 17,000/- in the form of
DD /Pay order in favour
of The National Small
Industries Corporation
Ltd. Payable at New
Delhi |
| c) Security Deposit | 10% of the contract value. |
| 3. a) Deviation limit for items of work | |
| Deviation limit beyond which clauses
10.2 & 10.3 shall apply for the work. | Plus: 30%
Minus : No limit |
| 3. b) Deviation limit beyond which clauses 10.2
& 10.3 shall apply for the foundation work. | Plus: 100%
Minus : No limit |
| 4. Time allowed for execution of work | 30 days |
| 5. Authority competent to decide if
“any other cause” of delay is beyond
Contractor's control | CMD, NSIC or his
Authorised representative |
| 6. Liquidated Damaged | 0.5% (one half of one
percent) per week subject
to a Maximum 10% value
of the contract |
| 7. Approving Authority for releasing the payment
Up to the accepted tender cost. | General Manager (Works),
NSIC Ltd , New Delhi |
| 8. Defect Liability Period | 12 months from the date
of Completion of work. |
| 9. Authority competent to reduce
Compensation | CMD NSIC or his
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. This Schedule of Quantities, however, is not a guarantee and is merely given as a rough guide and if the actual work costs less, tenderer will have no claim on that account.
4. The tender shall be based on general conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
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 of award, the Corporation shall forfeit the earnest money deposited by him along with the tender.
6. All the works are to be carried out in accordance with latest CPWD/ IS Specifications/ as per standards of Indian Electricity Rules, as applicable and as per the directions of Engineer-in-charge.

7. COST OF TESTS

The contractor is bound to carry out the tests as per the CPWD/ IS guidelines/ standards of Indian Electricity Rules for ascertaining the quality of the works executed/ materials used as and when directed by the Engineer-in-charge. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the contractor except for such exclusions as are specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the Engineer-in-charge will be borne by the contractor.

8. DRAWING AND SPECIFICATIONS

A copy of tender documents and all relevant drawings and specifications shall be obtained by the contractor and kept at site for reference.

9. LIST OF APPROVED MAKES OF MATERIALS AND MANUFACTURERS FOR THE WORKING

S. No.	Brief Description of Item	Name of Approved Makes
1	HT Power Cable	FINOLEX/NATIONAL/KALINGA/ HAVELLS/ UNIVERSAL
2	Heat shrinkable Jointing Kit	RPG RAYCHEM, VENUS, M-SEAL, M-TECH

Notes:

- 9.1 The Engineer-In-Charge reserves the right to have any or all random samples of materials checked/ tested by an approved test house. Contractor will bear all such test fees and liaison works.
 - 9.2 Manufacturing test certificates and/ or / invoice for all materials shall be handed over to site engineer on demand.
 - 9.3 All materials specified in these specifications and conditions of contract must conform to all above brand names and be of First quality, ISI mark wherever available. Out of the approved makes of materials mentioned above, the make of materials to be used on work shall be as decided by the Engineer-In-Charge.
 - 9.4 Samples of all materials to be used must be submitted and got approved before procurement and the Corporation reserves the right to select any of the brand name specified herein for use.
 - 9.5 In respect of materials for approved makes are not specified above, these will be of makes to be decided by the Engineer-In-Charge and as per samples got approved before procurement.
10. The contractor should make all arrangements at his own cost for bailing out / pumping out water accumulated at the Project Site from sub-soil/ surface run-off so as to keep the project site dry during the execution of the work.

SCHEDULE OF QUANTITIES

S.No.	Description of Item	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
1	Supplying and laying of one number XLPE insulated and PVC sheathed armoured Aluminium conductor earthed power cable of 11 kV grade of size 3x185sq.mm. direct in ground including excavation, sand cushioning protective covering and refilling the trench etc. As required	metre	700			
2	Supplying and making indoor cable end termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 3x185 sq.mm., XLPE aluminium conductor earthed HT power cable of 11 KV grade as required	each	2			
3	Supplying and fixing cable route marker with 10 cm x 10 cm x 5 mm thick GI plate with inscription thereon, bolted/ welded to 35 mm x 35 mm x 6mm angle iron, 60 cm long and fixing the same in ground as required	each	15			
4	Dismantling and taking out 3x185 sq.mm armoured HT power cable including excavation and refilling trenches after taking out the cable, manually including rolling the cable on drum (roll block) and placing the same within NSIC Complex as per directions of Engineer-in-charge	metre	500			
5	Dismantling bituminous road 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	sqm	6			
6	Demolishing cement concrete of 1:3:6 or richer mix manually/ by mechanical means including disposal of material within 50 metre lead as per direction of Engineer-in-charge	cum	30			
Total						

Total (In words) – Rupees _____ Only

General Manager (Works)

SIGNATURE OF THE TENDERER



