



ISO 9001:2008

TENDER

FOR

Construction of New Ceiling of Workshop

Tender No: - NTSC/WST/NEW CEILING/2015-16/78

NSIC Technical Services Centre

The National Small Industries Corporation Ltd.

(A Government of India Enterprise)

Okhla Industrial Estate Phase-III

Near Kalkaji Mandir

New Delhi-110020

Tel. no. 011-26826847, 26826797

Fax: - 011-26826783

Email: ntscok@nsic.co.in

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

NSIC Technical Services Centre

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISES)

Okhla Industrial Estate Phase-III

New Delhi-110020

Ref: - NTSC/WST/NEW CEILING/2015-16/78

Date: 23.07.2015

M/s. _____

Sub: Construction of New Ceiling of Workshop, NSIC Technical Services Centre, Okhla Industrial Estate, New Delhi - 110020

Sir,

Tender documents in respect of the above mentioned works containing 23 pages as detailed on page 4 (Index) are forwarded herewith. ***Please note that tender is to be delivered in the office of the General Manager, NSIC Technical Services Centre, Okhla Industrial Estate, New Delhi-110020 on 06.08.2015 up to 3.00 P.M.***

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

The 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.

The tenders will be opened at **3.30 P.M.** on **06.08.2015**.

Yours faithfully

Encl. 23 Pages

**General Manager
NTSC, Okhla**

Signature of bidder with stamp

Tender notice for Construction of New Ceiling of Workshop

TENDER NOTICE NO Ref:-NTSC/WST/NEW CEILING/2015-16/78

Date: 23.07.2015

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

S. No.	Name of the work	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Construction of New Ceiling of Workshop	30,000/-	12 days	From 23.07.2015 To 05.08.2015	06.08.2015 Upto 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 23.07.2015 to 05.08.2015 on working days from the address given below on payment of required tender fee of Rs.500/- (Rupees Five hundred only) (non-refundable) in cash/DD in favour of "NSIC Ltd.-A/c NTSC", payable at New Delhi . The bidders may also download the tender documents from the website however a separate demand draft of Rs 500/- in favour of NSIC Ltd.-A/c NTSC payable at New Delhi is to be enclosed along-with the technical bid towards the cost of tender documents.
2. The tenderness should have completed minimum three works of similar nature. Work of similar nature means "Civil Works and interior works such as Cement concrete work/ tubular trusses/ aluminium work/ Precoated galvanised iron profile sheet installation and false ceiling etc."
3. 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 and registration with Central/State Govt. department and PSUs as a minimum class II contractor..
4. The tender issuing authority reserves the right to issue or refuses to issue the tender document to any party without assigning any reason.
5. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
6. NTSC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

General Manager
NTSC Okhla

Signature of bidder with stamp

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISES)
Okhla Industrial Estate New Delhi -110020

Ref: - NTSC/WST/NEW CEILING/2015-16/78

Date: 23.07.2015

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Signature of bidder with stamp

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 out rightly rejected.

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

1) Technical Bid

Name of work	:	Construction of New Ceiling of Workshop
Tender no.	:	NTSC/WST/NEW CEILING/2015-16/78
Due date & time of opening	:	
Addressed to	:	General Manager NSIC Technical Services Centre Okhla Industrial Estate New Delhi-110020

From: Name & address of the tenderer

This envelope shall contain the following: -

EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'NSIC LTD-A/c NTSC' payable at New Delhi be accepted.

Earnest Money Deposit

The unit registered with center purchase organization (DGS&D) Nation Small Industries Corporation Ltd. (NSIC) on the conceived ministry or dept. shall be exempted from the payment of earnest money as defined under rule 157 of general financial rules (GFR) 2005. In such case copy of the certified shouting resisted with the above menaced institute to be enclosed with the technical bid.

Valid registration with Sales Tax department for Work Contract Tax/VAT/TIN & PAN.

Signature of bidder with stamp

II) Price Bid

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

3.1 Essentially qualifying criteria

Tenderer should submit the following documents with Technical bid .

- 1.) EMD in requisite form
- 2.) Tender cost in requisite form if tender is downloaded from NSIC website.
- 3.) Experience certificates /completion certificates.
- 4.) Registration certificate.
- 5.) Undertaking an non defaulter

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) NTSC, Okhla Corporation does not bind itself to accept the lowest tender.
- ii) NTSC, Okhla also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii) NTSC, Okhla 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.

Signature of bidder with stamp

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.

**General Manager
NTSC Okhla**

Signature of bidder with stamp

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. NTSC, Okhla shall mean 'NSIC Technical Services Centre (A Government of India Enterprise), Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The Contractor is required to approach the NTSC, Okhla for execution of agreement for the said work as per the prescribed proforma to be provided by the NTSC, Okhla on a non-judicial stamp paper of Rs.100/- within 3 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 Contractor 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 Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

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.

Signature of bidder with stamp

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 by the contractor before start of work

- 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

Rates for Extra/ Additional Items

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

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, which ever 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

Signature of bidder with stamp

- (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 Tools & Equipment

The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. / electricity/water 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 contractors shall consider the employees of contractor and corporation shall not have any liability what so ever 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 Inspections 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.

17 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.

18 Instruction and Notices:

- 18.1 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.
- 18.2 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.
- 18.3 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.

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

19 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 3 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 3 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. 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

20 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. 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.

21 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.

22 VALUATIONS AND PAYMENT:

- 22.1 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.
- 22.2 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.
- 22.3 Payment will be made on actual measurement basis 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 up-to accepted tender amount the General Manager, NTSC Okhla is the approving authority.

- 22.4 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. No escalation will be paid even in extended period, if any.
- 22.5 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.
- 22.6. All statutory deductions as applicable like TDS, WST, Service Tax shall be made from the due payment of the contractor upon submitting the tax invoice.

23 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.

24 Income Tax/WCT/VAT/Service Tax

- 24.1 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.
- 24.2 The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of service tax, Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

25 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

Signature of bidder with stamp

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.

26 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 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
NTSC Okhla**

FORM OF TENDER

To

General Manager
NSIC Technical Services Centre
Okhla Industrial Estate , New Delhi
110020

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 30000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of NSIC 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

Signature of bidder with stamp

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

.....

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

APPENDIX

- | | |
|---|---|
| 1. Competent Authority | G.M. NTSC Okhla or his
Authorized executives |
| 2. Earnest money/Security deposit | |
| a) Earnest money | Rs. 30,000/- in the form of
DD /Pay order in favour
'NSIC Ltd. NTSC A/c' New Delhi |
| b) Security Deposit | 10% of the contract value. |
| 3. Deviation limit for items of work | |
| Deviation limit beyond which clauses 10.2
shall apply for the building / Development work | 30% |
| 4. Time allowed for execution of work | 12 Days |
| 5. Authority competent to grant extension of time for
any cause of delay which is beyond
Contractor's control | GM NTSC Okhla 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 NTSC Okhla
New Delhi |
| 8. Defect Liability Period | 12 months from the date
of Completion of work. |
| 9. Authority competent to reduce
Compensation | General Manager NTSC Okhla.
New Delhi |

SPECIAL CONDITONS

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 work costs more or 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 to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender.
6. All the works to be carried out in accordance with latest CPWD/ IS Specifications 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 guidelines 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.

11. 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.

General Manager
NTSC Okhla

Schedule of Work

S. NO	DESCRIPTION OF ITEM	UNIT	Rate per unit	Qty	RATE in Figure (Rs.)	RATE in Words (Rs.)	AMOUNT (Rs.)
	Civil work						
1	Steel work in built up tubular trusses including cutting, hoisting fixing in position and applying a priming coat of approved steel primer, welded and bolted including special shaped washers etc complete. Hot finished welded type tubes.	Kg		7380.00			
2	Providing and fixing precoated galvanised iron profile sheet(Size shape and pitch of corrugation as approved by engineer incharge) 0.50mm +/- 5% total coated thickness (TCT), Zinc coating 120GSM as per IS: 277 in 240MPA steel grade, 5-7 microns epoxy primer on both sides of the sheet and polysstered top coat 15-18 microns. Sheet should have protective gaurd film of 25 microns minimum to avoid scratches while transportation and should be supplied in single line upto 12 m or as desired by engineer incharge. The sheet shall be fixed using self drilling/self tapping screws of size(5.5X55mm) with EPDM seal or with polymer coated J or L hookes, bolts and nuts 8mm diameter with bitumen and GI iimpet washers or with G.I limpet washers filled with white lead complete upto any pitch in horizontal/vertical or curved surfaces excluding the most of purlins, rafters and trusses and including cutting tools size and shape where ever required.	sqm		369			
					Sub Total A		

3	Providing & fixing of powder coated aluminium work for doors , windows and ventilators with extruded built up standard tubular sections of appropriate Z sections and other sections of approved make for workshop class rooms	Sqft.		50.000			
4	Providing and fixing Armstrong tiled false ceiling of approved materials of size 595x595 mm in true horizontal level suspended on inter locking metal grid of powder coated metal consisting of main T runner with suitably spaced at joints to give required length.	Sqm		350			
					Sub Total B		
					Total (A+B)		

Total in Words _____

Signature of bidder with stamp