

**TENDER**

**FOR**

**ADDITION/ ALTERATION WORK OF SHED  
No. C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058**



**NSIC BRANCH OFFICE PEENYA  
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
(A *Government of India Enterprise*)  
No. C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058  
Web site: [www.nsic.co.in](http://www.nsic.co.in)**

**NSIC BRANCH OFFICE PEENYA**  
**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**  
**(A Government of India Enterprise)**

No. C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058

Web site: [www.nsic.co.in](http://www.nsic.co.in)

Ref: .....

Date: 28.05.10 2010

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: ADDITION/ ALTERATION WORK OF SHED No.C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058**

Sir,

**Tender documents in respect of the above mentioned works containing 15 pages as detailed on page 3 (Index) are forwarded herewith. Please note that tender is to be delivered in the office of the Sr. Branch Manager, NSIC Branch office Peenya, C-424, PEENYA INDUSTRIAL ESTATE, BANGALORE- 560058 up to 3.00 P.M. on 04.06.2010.**

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 technical bid of the bidders will be opened at 3.30 P.M. on 04.06.2010 and price bid of the technically qualified bidders will be opened on a later date. All technically qualified bidders will be intimated accordingly.

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.

Yours faithfully

Encl. .... Pages

**Sr. Branch Manager,**  
NSIC BO PEENYA BANGALORE- 560 058

**Signature of the Contractor**

TENDER NOTICE FOR CARRYING OUT ADDITION/ ALTERATION WORK OF SHED No. C-424, PEENYA INDUSTRIAL ESTATE, BANGALORE- 560058

**TENDER NOTICE NO. Ref:**

**Date: 28.05. 2010**

Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. under two bid system (technical & price bid) from experienced and financially sound 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.	Addition/ Alteration work of shed No. C-424, Peenya Industrial Estate, Bangalore- 58	Rs 11.11. lacs	Rs 1.11Lacs	25 days	To 28-05-2010	Up to 04-06-2010 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 28.05.201 to – 04.06.2010 on working days from the address given below on payment of required tender fee of Rs500/- (Rupees five hundred only) (non-refundable) in cash. The intending tenderers can also download complete tender document from NSIC website [www.nsic.co.in](http://www.nsic.co.in) and can submit the same along with the **required tender cost and earnest money**.
2. The tenderers should have completed minimum two works of similar nature of works of minimum value of Rs 4.00 Lacs or a single work of equivalent value in their name, during last five years. Photocopies of the completion certificates/award letters should be submitted along with the tender. In case of certificates issued by the private institutes, copies of TDS should also be enclosed.
3. While applying for the tender document, the intending tenderers shall furnish copies of experience certificates, works completed/awarded, valid work contract tax /sales tax/VAT as applicable and EPF registration etc..
4. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason thereof. The blank tender documents shall be issued to the tenderers who fulfill the qualifying requirements for participating in the tenders.
5. Tenders not accompanied with the Earnest Money Deposit and tender cost (in case of tender document downloaded from NSIC website) in the prescribed form shall be summarily rejected.
6. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

**Sr. Branch Manager,**  
NSIC BO PEENYABANGALORE- 560 058

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No. C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058  
Web site: [www.nsic.co.in](http://www.nsic.co.in)

Ref: NSIC/ BNG/ BO-PEENYA/ ALT-MOD/2010-

Date: 28.05. 2010

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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 about the site conditions, means of access to the site and in general shall themselves obtain necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications. For site visit and any clarification / information, the intending tenderers may contact the **Sr. Branch Manager, NSIC Branch office Peenya, No. C-424, PEENYA INDUSTRIAL ESTATE, BANGALORE- 560058**

### **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 separate sealed envelopes Super scribing as following :-*

#### **ENVELOPE – I (TECHNICAL BID)**

Name of work :

Tender no. :

Due date & time of opening :

Addressed to : **Sr. Branch Manager,  
NSIC Branch office Peenya,  
No. C-424, PEENYA INDUSTRIAL ESTATE,  
BANGALORE- 560058**

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 'The National Small Industries Corporation Ltd. A/c NSIC' payable at Bangalore. Cheques will not be accepted.
- Details of the two works of similar nature and of value of Rs 4.00 Lacs each or a single work of equivalent value executed by the bidder during last five years, on the basis of which bidder wishes to get qualified and copies of supporting work orders and completion certificate/TDS in case of certificate issued by private institutes.
- Details of present commitments giving details of work like name / type of the work, contract value, date of commencement and scheduled date of completion along with copies of letters of Intent / work orders and other documents etc. in evidence thereof.
- Valid labour licence
- Valid registration with Sales Tax department for Work Contract Tax/VAT.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Valid EPF registration No.
- .Power of Attorney in favour of person who has signed the tender documents. In case of company the authority is to be given under Board resolution.

**ENVELOPE – II**

**(PRICE BID)**

Name of work :  
 Tender no. :  
 Due date & time of opening :  
 Addressed to :

**Sr. Branch Manager,  
 NSIC Branch office Peenya,  
 No. C-424, PEENYA INDUSTRIAL ESTATE,  
 BANGALORE- 560058**

From:  
 Name & address of the tenderer

**NOTE:** This part shall contain the tender document duly signed on each pages , total price to be charged by the tenderers for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions (i.e. deviations / assumptions / stipulations / clarifications / comments / any other request) whatsoever and the conditional offers will be rejected.

#### **4.0 QUALIFYING CRITERIA**

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

- i) Valid registration in Sales Tax Deptt. for Work Contract Tax/Vat or as per local state bylaws.
- ii) Work Orders/Completion Certificates of the two works of similar nature of minimum value of Rs.4.00 lacs or of equivalent value in their name in last five years.
- iv) Copy of Valid EPF registration No. certificate.
- v) Copy of valid labour licence

#### **5.0 ABNORMAL RATES**

The Tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. Notwithstanding anything there in stated, the rates once accepted by the Corporation shall be final and shall not be subject to any change either on account of non-workability of unit rates or on any other ground whatsoever.

#### **6.0 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.

#### **7.0 VALIDITY OF OFFER**

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

#### **8.0 AWARD OF WORK**

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

#### **9.0 ACCEPTANCE / REJECTION OF TENDER**

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

## **10.0 CORRECTIONS**

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

## **11.0 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 and maintain the quality of work as per the specifications. It may further be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.**

It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter in to an agreement for work awarded on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred Only) or as per the stamp duty act at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

**Sr. Branch Manager,  
NSIC, B.O.Peenya,Bangalore**



## **GENERAL CONDITIONS OF CONTRACT**

### **SCOPE AND PERFORMANCE**

#### **1. Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transportation and all taxes/duties etc. The description given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, return of empties, hoisting, setting, with all necessary fitting & fixtures and fixing in position and all other labour necessary for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

#### **2. Security Deposit:**

The earnest money deposit of the successful tenderer shall be converted into the security deposit. Total security deposit shall be 10% of the accepted tender cost and shall be deducted @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. However, if the value of Tender i.e. actual execution exceeds the accepted value of tender. Further recoveries towards Security Deposit shall be effected at Ten per cent (10 %) of the value in excess of the accepted value of the Tender from running bills and final bill. Similarly, if the value as per actual execution is less than the excess deducted amount shall be refunded to the CONTRACTOR along with final bill.

2.1 *Refund of Security deposit:* The Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor within 3(three months) from the date of Engineer-In-Charge certifying in writing that the work has been completed satisfactorily.

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

#### **3 Deviations / Variations Extent & Pricing:**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions; from, additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution 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 above specified 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. Any alterations, Omissions additions or substitutions which radically change the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviation and in the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge.

#### **4 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 or extra item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the rate in the DSR 2007 if it exist plus or minus the tender premium as the case may be or if the item does not exactly match with the item exist in the DSR 2007 then 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 One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) and shall be final.

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

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

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

#### **7. MATERIALS**

7.1. All materials to be provided by the Contractor shall be of best quality and in conformity with the specifications laid down in the tender documents/ BIS and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

7.2. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the specifications or do not conform in character or quality to sample approved by him. In case of default on the part of the contractor, in removing rejected materials, the Engineer-in Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may be incurred in such removal and/or substitution, shall be borne by the Contractor.

- 7.3. All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.
- 7.4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant IS/CPWD specifications for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.

**8. 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 is allowed under the provision of law.
- b) All the workers or employees deployed by the contractors shall be considered 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. ‘
- d) The Contractor shall in respect of labour employed by him 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 be liable for any accident or damages caused to the labours or any other person during course of execution of work the Corporation shall not be liable for any such incident in any manner; whatsoever in nature.

**9. Provident Fund**

Under the provision of Employees Provident Funds and Misc. Provision Act, 1952, every employee is entitled to and required to become a member of PF from the beginning of the month. The Contractor is to fulfill statutory obligations regarding Employees Provident Fund. *All the liabilities regarding EPF of the labours/workmen engaged at work shall be born by Contractor. Corporation shall not be responsible for any liability/claims what so ever in this regard.*

**10. Contractor’s Supervision :**

The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the contractor shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-Charge

**11. Inspection and Approval:**

All work shall be subject to examination and approval at each stage the quality and extent thereof.

**12. Powers of Engineer-in-Charge's Representative:**

The representatives of the Engineer-in-Charge are authorised to supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the works.

**13. Liquidated Damages for Delay**

13.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 5% (five percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

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

**14. Defects Liability Period:**

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of six month from the date of completion of the work.

**15. Contractor's Liability and Insurance**

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

**16. Payment:**

The Contractor shall submit final bill after completion of the work. The payment shall be made on actual measurement basis after one month from the submission of the final bill.

**17. Income Tax/WCT/VAT**

17.1 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.

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

**18. ARBITRATION AND LAWS**

**Arbitration:**

If any dispute or difference arises between the Corporation and the contractor with regard to the construction, meaning and effect of this contract/agreement or any part thereof of any other matter under this contract/agreement or performance or observance of any of the terms & conditions of this contract/agreement including damages, compensation, interest thereon and any other charges, the same shall be referred to the sole arbitration of the chairman of the Corporation or such officer as he may appoint to be the arbitrator. There would be no objection that the arbitrator is an employee of the corporation, or that he had to deal with the matter to which this contract/ agreement relates or that in the course of his duties as an employee of the Corporation, he has expressed his views on all or any of matters in dispute or difference. The award of the chairman or the officer so appointed by him shall be final and binding on the parties hereto this contract/ agreement.

The venue of the arbitration shall be at New Delhi/ Delhi.

**Sr. Branch Manager,**

**NSIC Branch Office Peenya  
BANGALORE**

**SIGNATURE OF THE CONTRACTOR**

## **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. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The Security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. 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.
5. 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.
6. 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.
7. EMD of successful lowest bidder shall be retained and shall be converted to security deposit whereas EMD of unsuccessful tenderers would be returned with in 60 days from the date of finalization of the tenders. No interest is payable against the EMDs.
8. **DRAWING AND SPECIFICATIONS**

The work has to be carried out in accordance with the all relevant drawings & specifications of the tender documents. The works should follow the latest CPWD/ IS Specifications.

### 10. **COST OF TESTS**

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 contract. The cost of all test carried out in Laboratories as directed by the Engineer-in-Charge will be borne by the contractor.

11. The earnest money /security deposit will be forfeited if the contractor fails to start/complete the work within the stipulated time which will be mentioned in the acceptance letter.
12. No work will be carried out within the 5 feet of the electric line.

13. The contractor will keep the building materials in front of the plot in such a manner that the traffic should not be disrupted.

All communication should be addressed to the Sr. Branch Manager, NSIC Branch Office Peenya,  
**No. C-424, PEENYA INDUSTRIAL ESTATE, BANGALORE- 560058**

**Sr. Branch Manager,**

**NSIC Branch Office Peenya  
BANGALORE**

**SIGNATURE OF THE CONTRACTOR**