

TENDER

FOR

RENOVATION OF MATERIAL TESTING LABORATORY

Tender Inquiry No. - NTSC(O)/MTLAB-48(1)/2012-13

NSIC Technical Services Centre
National Small Industries Corporation
(A Government of India Enterprise)
Okhla Industrial Estate Phase-III
New Delhi-110020

Tel. no. 011-26826847, 26826801

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Email: ntscok@nsic.co.in

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

NOTICE INVITING TENDER

Sealed item rate tenders are hereby invited on behalf of General Manager, NTSC, Okhla from experienced Contractors:

S.	Name of the work	Estimated	EMD	Completion	Issue of	Last Date of
No		cost	(Rs)	Time	Blank	Submission
		Rs.			Tender	Tender
		(Lacs)			Document	
1.	Renovation of	2.00	5000	30 days	From	12.03.2013
	Material Testing				01.03.2013	Up to 13.00
	Laboratory at				То	Hrs.
	NTSC Okhla, New				12.03.2013	
	Delhi- 110020					

- 1. Blank tender documents (non-transferable) for above work shall be issued from 01.03.2013 to 12.03.2013 on working days from the address i.e. NSIC-Technical Services Centre, Okhla Industrial Estate, New Delhi-110020 on payment of required tender fee of Rs. 500/- (Rupees Five Hundred Only) (non-refundable) in Cash/DD in favour of "NSIC Ltd. NTSC-A/c" 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. NTSC-A/c" payable at New Delhi is to be enclosed along with the technical bid towards the cost of tender document.
- 2. The tenderers should have completed minimum one work of similar nature (similar nature means "Civil Works and Interior works such as Cement/ Concrete work/ Brick work, plastering, painting, water supply, sanitary works and interior works etc.") of minimum value of Rupees Three lacs in their name, during last three years. Photocopies of the completion certificates/ award letters should be submitted in the technical bid along with the tender.
- 3. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
- 4. General Manager NTSC, Okhla reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

General Manager NTSC Okhla

INSTRUCTIONS TO TENDERERS

1. **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. 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. **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 and Tender fee as stipulated in the Notice/ Letter Inviting Tender only. Tenders without Earnest Money Deposit/ Tender fee deposit will be out rightly rejected.

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

I) Technical Bid

Name of work : Renovation of Material Testing Laboratory

Tender no. : NTSC (O)/MTLAB-48(1)/2012-13

Due date & time of opening : 12.3.2013 at 17:00 Hrs.

Addressed to : The General Manager

NSIC Technical Services Centre Okhla Industrial Estate Phase-III

New Delhi -110 020

From : Name & address of the tenderer

This envelope containing Technical Bid shall contain the following: -

- i) 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.
- ii) Details of the work of similar nature of minimum value of Rupees Three lacs in their name, during last three years. Photocopies of the completion certificates/ award letters should be submitted in the technical bid along with the tender
- iii) Copy of valid registration for Work Contract Tax/TIN/PAN/ Service Tax Registration number.
- iv) Tender cost in form of Demand Draft, if blank tender document is downloaded from Website or copy of payment receipt, if blank tender

document purchased from NSIC Technical Services Centre, Okhla, New Delhi.

v) Duly signed and stamped the Instructions to tenders, General Conditions of contract and Form of tender.

II) Price Bid

Name of work : Renovation of Material Testing Laboratory

Tender no. : NTSC (O)/MTLAB-48(1)/2012-13

Due date & time of opening: 12.03.2013 at 17.00 Hrs.

Addressed to : The General Manager

NSIC Technical Services Centre Okhla Industrial Estate Phase-III

New Delhi -110 020

From : Name & address of the tenderer

This envelope shall contain the tender document with schedule of 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 would be considered.

The conditional offers will be rejected.

4. ABNORMAL RATES & DEVIATIONS TO TENDER CLAUSES

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 NTSC Okhla 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.

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

5. **VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 60 days from the date of opening of the tenders. 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.

6. AWARD OF WORK

NTSC Okhla 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.

7. ACCEPTANCE/ REJECTION OF TENDER

- i) NTSC Okhla 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. 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 NTSC Okhla regarding the same shall be final and conclusive.

8. **CORRECTIONS**

No corrections or overwriting will be entertained in schedule of rates submitted in price bid.

GENERAL CONDITIONS OF CONTRACT

1. Meaning:-

- I. Where the context so requires, words importing the singular only also include the plural and vice versa.
- II. NTSC Okhla shall mean NSIC Technical Services Centre, Okhla Industrial Estate Phase-III, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
- III. Engineer in charge shall be a person whose details shall be given at the time of awarding the work.

2. Agreement:-

I. The Contractor is required to approach NTSC Okhla for execution of agreement for the said work as per the prescribed proforma to be provided by NTSC Okhla on a non-judicial stamp paper of Rs.100/within 10 days from the issue of the letter of award.

II. 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.

3. 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 full and entire execution and completion of the works awarded.

4. 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.

5. **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.

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.

6. **Security Deposit**:

Total security deposit shall be 10 % of the accepted tender cost and shall be deposited by the contractor within ten (10) days from the date of receipt of the letter of intent/notification of acceptance of the tender by him.

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/ bill presented for payment.

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 Contract on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.

No interest shall be payable to the contractor on the Security Deposit.

7. Time and Extension for Delay:

I. The time allowed for execution of the works as specified in the APPENDIX-A, 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 $10^{\rm th}$ day after the date on which NTSC Okhla issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.

II. 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
- e. lockout, affecting any of the trades employed on the work, or
- f. Delay on the part of other contractors or tradesmen engaged by NTSC Okhla in executing work not forming part of the contract, or

g. Any other cause, which, in the absolute discretion of the NTSC Okhla authority.

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.

8. 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.

9. Materials

- I. 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.
- II. 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.

10. Labour:

- I. 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.
- II. All the workers or employees deployed by the contractors shall consider the employees of contractor and NTSC Okhla shall not have any liability what so ever in nature in regard to such workers/employees.
- III. 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.
- IV. The Contractor shall in respect of labour employed by him or his subcontractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.
- V. 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.
- VI. The Contractor shall indemnify and keep indemnified NTSC Okhla 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.

11. Inspection and Approval:

- I. 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.
- II. All items having a financial value shall be entered in Measurement Book, etc. prescribed by NTSC Okhla so that a complete record is obtained of all work performed under the contract.
- III. 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 NTSC Okhla 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 measurements. The decision of the General Manager, NTSC Okhla on any such dispute or difference or interpretation shall be final and binding on both the parties.

IV. 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 for individual activity will be considered. For releasing the payment, the calculation of actual quantity of individual activity carried out in multiplication to the rate offered in tender shall be considered.

12. 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 NTSC Okhla.

13. 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.

14. 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 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.

15. Payment

- I. The payment shall be made for the bill submitted indicating the quantities of work carried out and the same will be checked with MB book.
- II. All statutory deductions as applicable like TDS, WCT & Service Tax shall be made from the due payment of the contractor.
- III. An Undertaking is to be attached, along with Tax Invoice, mentioning compliance of statutory Acts & provisions attached under this contract.
- IV. Certificate of Engineer in charge on optimum performance of work as directed in the award of work.

FORM OF TENDER

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

I/ We have read and examined the following documents relating to **Renovation of Material Testing Laboratory** and enclosing all the under mentioned documents duly signed as a mark of our acceptance.

- 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.

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.

In consideration of I/ We being invited to tender, I/We agree to keep the tender open for acceptance for 90 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to NTSC Okhla.

A sum of Rs 5000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of NSIC Ltd.-A/c NTSC payable at New Delhi . If I/We fail to keep the tender open as aforesaid of make any modifications in the terms and conditions of the tender which are not acceptable to NTSC Okhla, I/We agree that the NTSC Okhla 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 NTSC Okhla 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)
Witness	
Date	
Address	

APPENDIX-A

1.	Competent Authority	General Manager, NTSC Okhla or his Authorized executives
2.	Earnest money/Security deposit a) Estimated cost of the Works	Rs. 02.00 lacs
	b) Earnest money	Rs. 5000/- in the form of DD /Pay order in favour of "NSIC Ltd. NTSC-A/c" Payable at New Delhi.
	c) Security Deposit	10% of the contract value.
3.	Time allowed for execution of work	30 Days
4.	Authority competent to grant extension of time for any cause of delay which is beyond Contractors control	General Manager, NTSC Okhla or his authorized representative
5.	Liquidated Damaged	0.5% (One half of the percent) per week subject to a Maximum 10% value of the contract
6.	Approving Authority for releasing the payment Up to the estimated cost put to the tender	General Manager, NTSC okhla New Delhi
7.	Defect Liability Period	12 months from the date of Completion of work.
8.	Authority competent to reduce Compensation	General Manager, NTSC Okhla or his authorized executive.

TECHNICAL BID

Name of work : Renovation of Material Testing Laboratory

Tender no. : NTSC (O)/MTLAB-48(1)/2012-13

Due date & time of opening : 12.03.2013 at 17.00 Addressed to : The General Manager

> NSIC Technical Services Centre Okhla Industrial Estate Phase-III

New Delhi -110 020

	The	documents	enc	losed
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- i) EMD of Rs. 5000/- by DD No....... Dated...... drawn on scheduled/nationalized bank in favour of "NSIC Ltd. NTSC-A/c", payable at New Delhi.
- ii) Copies (completion certificates/ award letters) of order executed for the similar nature of minimum value of Rupees Three lacs in during last three years.
- iii) Copy of valid registration for Work Contract Tax/TIN/PAN/ Service Tax Registration number
- iv) Tender cost of Rs. 500/- by DD No....... dated...... drawn on scheduled/nationalized bank in favour of "NSIC Ltd. NTSC -A/c", payable at New Delhi

or

Copy of Payment Receipt on account of Tender cost of Rs. 500/-, if blank tender document is downloaded from Website

or

Copy of payment receipt on account of Tender cost of Rs. 500/-, if blank tender document purchased from NSIC Technical Services Centre, Okhla, New Delhi.

v) Duly signed and stamped the Instructions to tenders, General Conditions of contract and Form of tender.

PRICE BID

Name of work : Renovation of Material Testing Laboratory

Tender no. : NTSC (O)/MTLAB-48(1)/2012-13

Due date & time of opening : 12.03.2013 at 17.00 Hrs.

Addressed to : The General Manager

NSIC Technical Services Centre Okhla Industrial Estate Phase-III

New Delhi -110 020

Schedule of Rate and Amount, duly filled by the party against the each item prescribed in the Schedule of quantity.

No conditions (i.e. deviations / assumptions / stipulations / clarifications / comments / any other request) whatsoever would be considered.

The conditional offers will be rejected.

Schedule

	Sched	uic			
S. No.	Description of item	Unit	Qty	Rate (inclusive of all other cost/ after discount/ rebate any offered (Rs.)	Amount (Rs.)
1	Demolishing brick work manually/ mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meter lead as per direction of Engineer incharge in cement mortar		2.070		
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.		4.219		
3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:1:4:8 (1Cement : 4 coarse sand : 8 graded stone	Cum	0.422		

	aggregate 40 mm nominal size). For base of walls			
4	Brick work with F.P.S. bricks of class designation 75 in foundation and plinth level in all shapes and sizes in :Cement mortar 1:6(1 cement : 6coarse sand) (Long walls)	Cum	1.949	
5	Filling available excavated earth (excluding rock) in trench plinth sides of foundation etc. in layers not exceeding 20 cm. in depth consolidating each deposited layer by ramming and watering lead up to 50 m and lift up to 1.5 m. Item no. 2- (item no		1.707	
6	Brick work with F.P.S. bricks of class designation 75 in super structure and sizes in :Cement mortar 1:6(1 cement : 6coarse sand) (Long walls)		5.175	
7	P/I of Damp proof course 40 mm thick with cement concrete of 1:2:4 (1 Cement :2 coarse sand :4 graded stone aggregate 12.5 mm nominal size)	Sqm	1.725	
8	Structural steel work in single section fixed with or without connecting plate	Kg	600.00	
9	Providing sand stone slab roofing and laying them in cement mortar 1:4 (1 cement : 4 coarse sand) in 40 to 50 mm thick red sand stone	Sqm	27.00	
10	15 mm cement plaster of mix of 1:6 (1 Cement :6 fine sand)	Sqm	45.00	
11	Providing wood work in frame of doors , windows, category windows and other frames wrought framed and fixed in position with second class teak wood		0.043	
12	P/f of ISI marked flush door shutters conforming to IS 2202 (Part I) decorative type core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains of cross bands and face veneers on both face	Sqm	2.520	
13	Providing and fixing factory made ISI marked steel glazed windows and ventilators side /top /centre hung with	Kg	60.000	

14	beading and all members such as K11 B and K12 B etc. complete of standard rolled steel sections, joints mitered and flash butt welded. 10 cm. thick (average) mud phaska of damped brick earth 0n roofs		27.000		
15	Providing and fixing Powder coated Aluminum work for doors, and windows with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make confirming to fixed with rawl plugs and In partitions	Sift	168.00		
16	S/F of Armstrong make false ceiling adore micro look tiles with silhouetted grid system having NRC 0.5 and RH 95 of approved shade and design	Sqft	110		
17	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar P/f of wooden rack/ counter	Sqm	9.9		
18	P/f of wooden rack/ counter	Cft	75		
		1	1	Total A	
			Applica	ible Taxes B	
			Grand	Total (A+B)	

Total Rs. in words	
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Signature of bidder with stamp