

**TENDER**

**FOR**

**REPAIR AND MAINTENANCE OF BUILDING  
AND CLASSROOMS**

**AT**

**NATIONAL SMALL INDUSTRIES CORP.  
LIVELIHOOD BUSINESS INCUBATION  
(NSIC-LBI)**

**at**

**Plot No 18, Sonda Mauza,  
Deoria (UP)-274001**

**NATIONAL SMALL INDUSTRIES CORPORATION**  
(A Government of India Enterprise)  
**LIVELIHOOD BUSINESS INCUBATION,**  
PLOT NO 18, NEAR MANDI SAMITI TURN, SALEMPUR ROAD, SONDA,  
DEORIA,UTTARPRADESH -274001(INDIA)  
05568-651120, 8009477301  
E-mail: ticdeoria@nsic.co.in

## **Tender Notice**

### **NATIONAL SMALL INDUSTRIES CORPORATION**

(A Government of India Enterprise)

#### **LIVELIHOOD BUSINESS INCUBATION,**

PLOT NO 18, NEAR MANDI SAMITI TURN, SALEMPUR ROAD, SONDA, DEORIA,  
UTTARPRADESH - 274001(INDIA)

05568-651120, 8009477301,E-mail: ticdeoria@nsic.co.in

Tender no. : NSIC/LBI/DEO/2017-18/01

Date: 14 June,2017

#### **Subject: Tender for Repair and Maintenance of building and classrooms at National Small Industries Corp.- Livelihood Business Incubation at Plot No 18, Sonda Mauza, Deoria (UP)-274001**

We are pleased to invite your offer strictly as per enclosed terms and conditions and instructions to bidders, in sealed covers. Tender document in respect of the above mentioned works is to be delivered to Assistant Manager (Technology), National Small Industries Corp. - Livelihood Business Incubation at Plot No 18, Sonda Mauza, Deoria (UP)-274001 latest by 03 July, 2017 up to 4.00 P.M.

**The Tender should be signed on each pages with stamp and** should be accompanied by Earnest Money Deposit in the form of demand draft for Rs. 5,000/- (Rupees Five Thousand only) drawn on "The National Small Industries Corporation Limited" payable at "Lucknow". Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 11 AM on 4<sup>th</sup> March, 2017.

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.

**Assistant Manager (Technology)  
NSIC-LBI, Deoria**

**Tender Notice for Repair and Maintenance of building and classrooms at National Small Industries Corp.- Livelihood Business Incubation at Plot No 18, Sonda Mauza, Deoria (UP)-274001**

Ref: - NSIC/LBI/DEO/2017-18

Date: 14 June, 2017

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

Sl. No.	Name of the work	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Repair and Maintenance of building and classrooms at National Small Industries Corp.- Livelihood Business Incubation at Plot No 18, Sonda Mauza, Deoria (UP)-274001	5,000/-	30 days	From 14.06.2017 To 30.06.2017	03.07.2017 Upto 4.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 14.06.2017 to 30.06.2017 on working days from the address given below on payment of required tender fee of Rs. 500/- (Rupees five hundred only) (non-refundable) in form of DD/pay order in favour of "The National Small Industries Corporation Ltd." payable at Lucknow. The tender can also download from NSIC web site [www.nsic.co.in](http://www.nsic.co.in) and submit the same along with tender fee, requisite earnest money deposit and supporting documents by the due date.
2. Tenderers should have valid registration with Sales tax/Works Contract tax/other related statutory authorities.
- 3. The intending tenderers should have satisfactorily completed at least one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three similar nature works each of 40% of the estimated cost put to tender during last five years. Similar nature work means building works/interior works/renovation works only.**
4. The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department 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 certificate showing registration with the above mentioned institutions to be enclosed along with the Technical Bid.

5. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the "The National Small Industries Corporation Ltd.",

payable at Lucknow from any Nationalized Bank will be submitted to Assistant Manager (Technology), National Small Industries Corp. - Livelihood Business Incubation at Plot No 18, Sonda Mauza, Deoria (UP)-274001 latest by 03 July, 2017 up to 4.00 P.M. and technical bid of the parties shall be opened on 04.07.2017( i.e. next date of submission) at 11 AM. The tender without EMD shall be summarily rejected.

6. NSIC reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
7. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
8. The technical bid submitted by the parties shall be opened on 04.07.2017 at 11.00 AM in the presence of tenderers who wish to be present. The price bids of technically qualified parties shall be opened on same day i.e. 04.07.2017 by 12:30 PM.

**Assistant Manager (Technology)**

## **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 nature of work, site conditions, means of access to the site etc. 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 specifications. For site visit and any clarification / information/assistance, the intending tenderers may contact Assistant Manager, National Small Industries Corporation, Plot No 18, Sonda Mauza, Deoria (UP)-274001 Mobile: 8009477301

### **3. SUBMISSION OF TENDER**

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

**Tenders shall be submitted in two separate sealed envelopes Super scribing as following: -**

#### **ENVELOPE – I**

#### **(TECHNICAL BID)**

Name of work	:	
Tender no.	:	
Due date & time of opening	:	
Addressed to	:	Assistant Manager (Technology), National Small Industries Corp. Livelihood Business Incubation, Near Mandi Samiti turn, Salempur Road, Plot No 18, Sonda, Deoria (UP)- 274001.
From	:	Name & address of the tenderer

This envelope shall contain the following: -

1. EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at Lucknow. Cheque will not be accepted.
2. Details of one work of 80% tender value or two works each 60% tender value, three works each 40% of the tender 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/or completion certificate.
3. Valid registration with Sales Tax department for Work Contract Tax/VAT.
4. Power of Attorney in favour of person who has signed the tender documents or Authorization letter in favour of authorized signatory from the bidder. In case of company, the authority to sign the tender is to be given under Board resolution.

**NOTE:**

1. All the photocopies of the documents enclosed with the technical bid in support of technical eligibility criteria should be signed by the bidder/ authorized person.
2. The technical bid (Envelope-I) should not contain any financial information related to rates of items etc. The price bid must be submitted in a separate sealed envelope (i.e. Envelope-II).

**ENVELOPE – II**

**(PRICE BID)**

Name of work	:	
Tender no.	:	
Due date & time of opening	:	
Addressed to	:	Assistant Manager (Technology), National Small Industries Corp. Livelihood Business Incubation, Near Mandi Samiti turn, Salempur Road, Plot No 18, Sonda, Deoria (UP)- 274001.

From : Name & address of the tenderer

**NOTE:** This part shall contain the tender document, 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. QUALIFYING CRITERIA**

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

- i) Details of one work of 80% tender value or two works each 60% of tender value or three works each 40% of tender value executed during last five years.
- ii) Valid registration in Sales Tax Deptt. for Work Contract Tax/Vat or as per local state bye-laws.

## **5. 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. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the Corporation is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. 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 un-workability of unit rates or on any other ground whatsoever.

## **6. DEVIATIONS TO TENDER CLAUSES:**

Tenderers are advised to submit the tender 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. 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. 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. 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. 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. 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 may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

- 12.** 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 into an agreement on Performa to be provided by the Corporation for work awarded within three days from date of receipt of acceptance order or before the work is undertaken.
- 13.** Any addendum / corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document / the prospective tenderers are required to visit NSIC website and CPP Portal for all such amendments / corrigenda to NIT as well as the tender document.
- 14.** EMD of the unsuccessful bidders shall be refunded without any interest after completion of the tendering process.
- 15.** A check list of documents/fees etc. is provided on the next page. Bidders are requested to fill up the response column (Yes/No) before submitting the tender.

**Assistant Manager (Technology)**



**Check List of Documents/Fees etc.**

**Name of the Tenderer:** \_\_\_\_\_

<b>Sr.No.</b>	<b>Item Required</b>	<b>Response (Yes/No)</b>
1.	Has the tenderer paid the tender document fees in the prescribed form	
2.	Has the tenderer submitted the requisite EMD in the prescribed form or proof of EMD exemption along with the technical bid (Envelope-I)	
3.	Have all the pages of the tender document and the supporting documents required to be signed and enclosed with the technical bid by the tenderer / authorized representative of the tenderer been signed and enclosed with the technical bid (Envelope-I)	
4.	Has the authority / power of attorney / Board Resolution been submitted in the name of authorized representative (as applicable).	
5.	Has the tenderer submitted all the required documents in support of technical eligibility criteria including the following: 1. Details of work order(s) executed 2. Valid registration with Sales Tax department for Work Contract Tax/VAT	
6.	Does the technical bid (Envelope-I) contains any financial information pertaining to price bid	
7.	Is the price bid (Envelope-II) submitted separately in a sealed envelope	

## **GENERAL CONDITIONS OF CONTRACT**

1. Corporation shall mean 'The National Small Industries Corporation Ltd. (A Government of India Enterprise) "NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 and shall include their legal representatives, successors and permitted assigns.

### **2. Definition**

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by NSIC the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
- e) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Corporation issued by the Bureau of Indian Standards as referred to in the specifications and/or work orders.
- f) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NSIC in the tender and / or the contract / negotiated rates payable on completion of the works.
- g) The 'Final Sum' means the amount payable under the Contract by the Corporation to the Contractor for the full and entire execution and completion of works, in time.
- h) 'NSIC Nodal Officer' shall mean Assistant Manager (Technology), NSIC, Deoria.

### **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, tools, plant, equipment and transport which may be required in preparation of and for and in the full and

entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

#### **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 ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### **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.

#### **6. Discrepancies and Adjustment of Errors:**

The several documents forming the contract are to be taken as mutually explanatory of one another:

6.1(A) In the case of discrepancy between Schedules of quantities the Specifications and / or the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities.
- b) Particular Specification and Special Conditions, if any.
- c) General Specifications.

(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

6.2 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.

6.3 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -

- a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
- b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
- c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
- d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

## **7. Security Deposit:**

- a. The EMD of successful bidder shall be kept as 'Security Deposit' for supply of goods against each supply order and shall be released at the time of final payment after successful completion of work.
- b. In case of bidder exempted from payment of EMD (as mentioned in Para 7 a. above), 'Security Deposit' for Rs. 5,000/- by way of demand draft in favour of "National Small Industries Corporation Limited" payable at Lucknow should be submitted along with order acceptance.
- c. Refund of Security deposit: On expiry of the Defects Liability Period NSIC, on demand from the Contractor, refund to him the security deposit provided the NSIC Nodal Officer is satisfied that there is no demand outstanding against the Contractor.
- d. No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the Corporation.

## **8. Deviations/Variations Extent & Pricing:**

The NSIC Nodal Officer 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 NSIC Nodal Officer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the NSIC Nodal Officer 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 NSIC Nodal Officer as per clause 9 (i) to (iii) of the tender document.

## **9. 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 receipt of the order to carry out the said

work, inform the NSIC Nodal Officer 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 NSIC Nodal Officer 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 NSIC Nodal Officer within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the NSIC Nodal Officer on the basis of market rate(s) and shall be final.

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

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by NSIC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 3<sup>rd</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.

- 11.** 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.

#### **12. 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.

#### **13. MATERIALS**

1. 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 NSIC Nodal Officer, furnish proof to the satisfaction of NSIC Nodal Officer in this regard.
2. 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.
3. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the NSIC

Nodal Officer. Storage and safe custody of material shall be the responsibility of the contractor.

#### **14. 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 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.

#### **15. Defects Liability Period:**

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

#### **16. Contractor's Liability**

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 NSIC Nodal Officer.

- a) In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
  - a. The Contractor shall, as may be directed in writing by the NSIC Nodal Officer, remove from the site any debris and so much of the works as shall have been damaged.
  - b. The Contractor shall, as may be directed in writing by the NSIC Nodal Officer, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- b) Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- c) The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property

whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

- d) Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Corporation-Contractors "All Risk Policy" and "Third Party" Insurance Policy.
- e) The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- f) All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.
- g) No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.
- h) The contractor shall ensure that no materials/wastes/plant, equipments etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC will carry out the work at the contractor's risk and cost after 7 days notice.
- i) The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to NSIC.

## **17. Cancellation of Contract in Full or in Part:**

- 1. If the Contractor:
  - a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the NSIC Nodal Officer; or
  - b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the NSIC Nodal Officer; 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 NSIC Nodal Officer; or
  - d. Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of NSIC.
2. The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or in part as it may deem appropriate.
  3. The Competent Authority shall on such cancellation, be entitled to:
    - a. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
    - b. Carry out the incomplete work by any means at the risk and cost of the Contractor.

**18. Urgent Works:**

If any Urgent work (in respect whereof the decision of the NSIC Nodal Officer shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the NSIC Nodal Officer may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

**19. PAYMENTS:**

1. Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of NSIC Nodal Officer shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of NSIC and/or NSIC Nodal Officer.
2. 100% payment to be released after completion of work as per Work Order to issued by NSIC and on submission of following documents:
  - a) Signed commercial Invoice - two copies.
  - b) Clean report of successful execution of all work at site at Deoria as per work order issued by NSIC Nodal Officer at Deoria.

**20. MOBILISATION ADVANCE:**

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

## **21. ARBITRATION AND LAWS**

In the event of any dispute, the same shall be referred to the sole arbitration of Chairman-Cum-Managing Director, New Delhi of the Corporation or such officer he may appoint to be the arbitrator. There shall be no objection that the Arbitrator is an employee of the Corporation or that he had to deal with the matter to which this tender relates in the course of his duties as an employee of the Corporation, and/or he has expressed his views on all or any of the matters in dispute or differences. The award of the officer so appointed by him shall be final and binding on the parties.

The venue of Arbitration shall be New Delhi only.

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).

**Assistant Manager (Technology)**

Format of covering letter (on letter head)

To

Assistant Manager (Technology),  
National Small Industries Corp.  
Livelihood Business Incubation,  
Near Mandi Samiti turn,  
Salempur Road, Plot No 18,  
Sonda, Deoria (UP)-274001.

Dear Sir,

I/We have read and examined all the documents relating to tender for repair and maintenance of building and classroom of LBI-Deoria.

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 i.e. 30 days from the award of work.

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 5,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of "The National Small Industries Corporation Limited, payable at Lucknow.

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.

Thanking You,

Yours Faithfully,

(.....)

Date.....

## **APPENDIX**

1. Competent Authority : C.M.D. NSIC or his Authorized executives
2. Earnest money/Security deposit : Rs 5,000/-
3. Time allowed for execution of work : 30 days
4. Liquidated Damaged : 0.5% (one half of one percent) per week subject to a Maximum 10% value of the contract
5. Defect Liability Period : 12 months from the date of Completion of work in all respect

## **SPECIAL CONDITIONS**

1. During working at site, some restrictions may be imposed by NSIC Nodal Officer/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. All rates quoted by the bidders shall be complete inclusive of all taxes, duties, labour, Tool & Plant, Transportation etc., and the same shall remain firm for the entire contract period and extended contract period, if any.
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. **Execution of Work At Risk & Cost of Contractor:**

The balance work, if any, left to be completed after the determination/cancellation of the contract shall be got executed by the Corporation as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the Corporation in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the Corporation as communicated by the NSIC Nodal Officer within 30 days of written notice.
7. The work has to be executed in accordance with the latest CPWD specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the NSIC Nodal Officer in this regard shall be final and binding upon the contractor. The measurement shall be carried out as per CPWD/IS code.
8. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the NSIC Nodal Officer for its conformity and all testing charges shall be borne by the contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the

contractor and making good the same. Nothing extra on these account shall be considered or paid.

10. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.
11. All communication should be addressed to Assistant Manager, National Small Industries Corporation, Plot No 18, Sonda Mauza, Deoria (UP)-274001  
Mobile: 8009477301.

## Price Bid

### Schedule of Quantities

#### **Repair and maintenance of building and classroom of NSIC-LBI at Plot No 18, Sonda Mauza, Deoria (UP).**

<b>S.No.</b>	<b>DSR Item Number</b>	<b>particular</b>	<b>Unit</b>	<b>Total Area</b>	<b>Unit Cost in INR</b>	<b>Total Cost in INR</b>
<b>1</b>	11.41.2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar	Sq. Mtrs	24		
<b>2</b>	4.1.5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size	Sq. Mtrs	12.525		
<b>3</b>	MR	Providing and fixing Powder coated Aluminium work for doors and Partitions walls 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 screws or fixing C.P. brass/ stainless steel screws all complete as per architectural drawings and the direction of engineer-in-charge With powder coated aluminium section of 63.5mm X 38.10mm ( sectional weight of the Aluminium section should not be less than 4 Kg	SqFts	187		

<b>4</b>	MR	False ceiling Repairing with replacement of Gypsum board along with necessary accessories etc complete in all respect.	SqFts	360		
<b>5</b>	14.46	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	1052.872		
<b>6</b>	14.45.1	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	Sqm	1052.872		
<b>7</b>	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work	Sqm	36		
					<b>Total</b>	
					<b>Rounded Off</b>	

**Total amount in words: Rupees -----**  
-----

**Note:** The above price should be inclusive of packing, transportation and insurance and All Taxes & Duties, cost of labour etc. and any other cost in carrying out the above work at site.