

TENDER

FOR

**CONSULTANCY SERVICES FOR
ASSESSMENT OF STRUCTURAL
STABILITY AND SUGGESTING
REHABILITATION MEASURES
FOR
FINISHING SHOP
AT
NSIC-TSC, HOWRAH**

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
Technical Services Centre, Balitikuri, Howrah-711 113.
Tel: 2653 0304, 4280
Telefax: 2653 1314**

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
Technical Services Centre, Balitikuri, Howrah-711 113**

Tender Notice No. : NTSC/H/Audit/01/12

Date: 23/07/2012

M/s. -----

Sub: Consultancy Services For Assessment Of Structural Stability And Suggesting Rehabilitation Measures For Finishing Shop at NTSC- Howrah

Dear Sir,

Tender documents in respect of the above-mentioned work containing 20 pages are forwarded herewith. Please note that tender is to be delivered in the office of the General Manager at the NSIC-Technical Services Centre, Howrah, Up to 3.00 P.M. on 08/08/2012.

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

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract.

This letter shall form part of the “CONTRACT” and must be signed and returned along with the tender documents.

Yours faithfully,

Encl.: 20 Pages

GENERAL MANAGER (NSIC-TSC), Howrah

CONTRACTOR’S SIGNATURE

**TENDER NOTICE FOR CONSULTANCY SERVICES FOR ASSESSMENT OF
STRUCTURAL STABILITY AND SUGGESTING REHABILITATION MEASURES
FOR FINISHING SHOP AT NTSC- HOWRAH**

Tender Notice No.: NTSC/H/Audit/01/12

Date: 23/07/2012

Sealed tenders are hereby invited on behalf of NSIC-TSC from the agencies having experience in similar nature of work and team of Technical hand/Architect/Civil & Structural Engineers. Our institute is spread over an area of over 48 acres of land and we provide various services like skill development & Entrepreneurship training, common facility services in Mechanical & Electrical testing of raw materials. We have various infrastructures like office building, workshop, staff quarters etc. Lot of valuable items like machineries, equipments and documents etc. are available in the centre.

S. No.	Name of the work	EMD	Date of Issue of Tender	Last date of submission
1	Consultancy Services For Assessment Of Structural Stability And Suggesting Rehabilitation Measures For Finishing Shop at NTSC-Howrah	Rs.5000/-	24/07/2012	08/08/2012

1. **Blank tender documents (non-transferable) for above services shall be issued from 24/07/2012 to 07/08/2012 on working days from the address given below at a cost of Rs. 500/-.**
2. While applying for the tender document, the intending agencies shall furnish proof of work experience certificates, tax /VAT, ESI and PF registration etc.
3. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason thereof.
4. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
5. The complete tender document can be also downloaded from NSIC website: www.nsic.co.in. However, in case of downloaded tender document, a separate demand draft of Rs. 500/- favouring 'The National Small Industries Corporation' payable at Howrah should be enclosed with the technical bid towards cost of tender document. Any downloaded tender not accompanied with the tender cost in the prescribed form shall be rejected.
6. For Tender document and other details please contact G.M. NSIC-Technical Services Centre, P.O.-Balitikuri, Howrah-711 113. Tel: 2653 0304, Fax: 2653 1314.

**General Manager
NSIC-Technical Services Centre Howrah**

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
Technical Services Centre, Balitikuri, Howrah-711 113

Tender Notice No. : NTSC/H/Audit/01/12

Date: 23/07/2012

INSTRUCTIONS TO TENDERERS

1. Tenderers/Agencies are advised to acquaint themselves fully with the scope of work, time schedule and terms & conditions including all the provisions of the tender document before framing up their tender.
2. Tenderers /Agencies are advised to inspect and examine the building and its surroundings and satisfy themselves before submitting their tenders. No compensation shall be allowed on the grounds of non-acquaintance with the site conditions.

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 as stipulated in the Notice / Letter Inviting Tender Only. Tenders without Earnest Money Deposit will be out rightly rejected.

4. *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 : General Manger
NSIC-TSC,
P.O. :Balitikuri, Howrah – 711 113.

From :
Name & Address of the tenderer :

This envelope shall contain the following:

- i) EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at Howrah or cash receipt from the account section of NTSC-Howrah. Any tender not accompanied with the EMD in the prescribed form shall be rejected.
- ii) The bidder should enclose copy of the work order/ completion certificate of at least one work completed with minimum consultancy fee of Rs. 2.75 lac or two works with minimum consultancy fee of Rs. 2.00 lac each of similar nature during the past five years. Copy of the TDS certificate(s) in support of payment received towards the fee for conducting the health assessment studies should also be enclosed in case the work has been executed for Pvt. Parties/ MNCs.

Similar nature work means health assessment/ health audit of an existing building including preparation of reports suggesting remedial measures for rehabilitation of the said structure based on results of NDTs, structural analysis, etc.

- iii) Details of present commitments giving details of work like name / type of the work, contract value, date of commencement of work, percentage completed as on date and schedule date of completion along with copies of letters of Intent / work orders and other documents etc. in evidence thereof.
- iv) List of equipment proposed to be committed for the work. It shall be responsibility of the consultant for arranging the necessary testing equipments. No testing equipment shall be supplied by the Corporation.
- v) Copy of Valid registration with Sales Tax department for Work Contract Tax/VAT.
- vi) Copy of Partnership Deed in case of partnership firm and Articles of Association in case of limited Company or Private Ltd. Company.
- vii) 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

Name of work :
Tender No. :
Due date & time of opening

Addressed to : General Manger
NSIC-TSC,
P.O. :Balitikuri, Howrah – 711 113.

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.

5. Qualifying Criteria

Bidders having following valid documents will be technically qualified and considered for opening their price bid. Technically qualified party has not 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 Department for Work Contract Tax/VAT as applicable.
- ii) Work order/ completion certificate of at least one work completed with minimum consultancy fee of Rs. 2.75 lac or two works with minimum consultancy fee of Rs. 2.00 lac each of similar nature during the past five years. Copy of the TDS certificate(s) in support of payment received towards the fee for conducting the health assessment studies should also be enclosed in case the work has been executed for Pvt. Parties/ MNCs.
- iii) Have a team of Technical hand/Architect/Civil & Structural Engineers

6. Abnormal Rates

The Tenderer is expected to quote rate after careful analysis of costs involved considering all conditions of site/building and contract. If it is noticed that the rates quoted by the Tenderer are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the corporation is convinced about the reasonableness of the 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.

7. 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.

8. Validity of Offer

Tender submitted by tenderers shall remain valid for acceptance for 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 corporation. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of corporation in writing, owner shall forfeit Earnest money paid by them along with their tender.

9. Preference to Public Sector Enterprise.

Corporation reserves the right to allow preference to public sector enterprises as admissible under the existing Government policy.

10. 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.

10. 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 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.

11. Corrections

No corrections or overwriting will be entertained in, schedule of rates by using correcting fluid. Any correction should be initialed by the person submitting the tender.

12. 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.

13. Bidder to quote the similar rate for identical items. In case of any difference the lowest rate shall be considered for award of work.

14. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts as a token of his acceptance for all the terms, conditions & clauses contained herein. 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) at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

15. In case of downloaded tender document, if it is observed at any stage if it that the tenderer has modified/ altered any of the contents/ matter of the tender document then his tender shall be rejected and his EMD shall be forfeited. In such event, the Corporation shall be free to take appropriate legal action against the said tenderer.

16. EMD of the successful tenderer shall be retained and converted as part of the security deposit as described in the GCC of this tender document, however, EMD of the unsuccessful bidders shall be returned without any interest.
15. All documents submitted with the tender shall be in English language.
16. Telegraphic quotations will not be considered.

General Manager
NSIC-Technical Services Centre Howrah

FORM OF TENDER

To,

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
Technical Services Centre, Balitikuri, Howrah-711 113.

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

.....

(Name of the Work)

- a) Notice inviting tender
- b) Instructions to Tenderers
- c) General Conditions of the Contract

In consideration of me/us being invited to tender, I/We agree to 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. 5000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of National Small Industries Corporation Ltd. payable at HOWRAH. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by & fulfill all the terms conditions of aforesaid document.

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

Signature of contractor/agency.....

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

Dated.....

Witness.....

Date.....

Address.....

.....

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. SCOPE OF WORK:

To provide consultancy services for assessment of structural stability and suggest remedial measures for the 'Finishing Shop' at NSIC-TSC Howrah, a single storey RCC frame structure measuring about 1250 Sqm and floor height of about 8.0 metre as per below the details given below:

The work shall be executed in the following in four stages:

- Stage I : Conducting visual inspection and NDT on RCC elements.
- Stage II : Design analysis by structural engineer to work out design requirements of various RCC elements.
- Stage III : Suggesting Suitable remedial measures for repair and preparation of BOQ.
- Stage IV : (a) Time to time supervision of the execution work of the remedial Measures
(b) Re-testing of work done by the contractor to be deployed by NTSC-Howrah in about 30% locations where the NDTs are conducted by the consultant as per Stage-I above.

Stage I: VISUAL INSPECTION & NON-DESTRUCTIVE TESTING (NDT)

A detailed visual inspection would be carried out to record the existing visible defects on the RCC structures. This would be supported with photographs. The inferences from the visual inspection would be used, together with the results of the non-destructive tests, to ascertain the existing condition of RCC structures which would help structural engineer to quantify suitable remedial measures. A series of non-destructive tests will be performed as tabulated hereunder:

Table-I

S.No.	Description of Test	Estimated No. of Tests
1	Detailed Visual Inspection at site supported by photographs	One Job
2	Schmidt's rebound hammer test for determining the concrete compressive strength	50
3	Ultrasound pulse velocity tests for establishing the quality of concrete	50
4	Extraction of concrete cores (70mm dia.), preparing specimen for lab testing, performing lab test for compressive strength	9
5	Carbonation tests for determining the depth of carbonation of concrete	20
6	Half-cell potential tests for assessing risk of corrosion	20
7	Cover meter tests to determine existing cover thickness and locating reinforcement bars	30
8	Determination of pH value and Chloride & Sulphate contents	3
9	Analysis of data, interpretation of results and report preparation	One Job

Note:

- The above mentioned representative tests will be conducted on random selection basis and the consultant shall maintain a uniform distribution of number of tests on distressed and sound RCC elements.
- If found necessary, the consultant shall conduct extra tests so as to arrive at true health assessment of the structure without levy of any additional charges.

A brief detail of the above mentioned tests to be conducted by the consultant is as below:

a) Tests for Concrete:

Rebound Hammer Test and Concrete Core Samples

The rebound hammer test shall be carried out by the consultant to ascertain concrete compressive strength at several locations. A site-specific correlation shall be developed between the rebound no. (as obtained directly from the rebound hammer) and the actual in-situ concrete strength obtained from the core tests. This correlation should be used to determine the concrete strength at locations where rebound tests shall be done.

Ultrasonic Pulse Velocity Test

The ultrasonic pulse velocity measurements, shall be used by the consultant to get information about concrete quality, in terms of voids, flaws, cracks honeycombing etc. The results are to be used by the consultant for identifying the areas required to be strengthened.

b) Tests for Reinforcement

Rebar Locator (Cover Meter) test

The rebar locator tests shall be used by the consultant to obtain details such as number of reinforcement, spacing in between & approximate diameter (wherever possible) and depth of concrete cover provided for RCC elements. The cover values shall also be used for determining the risk of corrosion together with the results of the carbonation tests, half-cell potential tests and chloride tests.

Half Cell Potential and Carbonation

The interpretation of both, half-cell potential readings (in terms of the percentage risk/likelihood of corrosion) and depth of carbonation (traveling through concrete cover causing corrosion in the reinforcement) shall indicate the necessity of chemical treatment of the same to formulate effective remedial measures.

After conducting the NDTs/ core testing as mentioned above, the consultant shall analyze the data so obtained and interpret the results as per IS code/ specifications. In case IS code/ specifications are not available for a particular test, the consultant shall provide reference to the code/ specification referred by him for analyzing and interpreting the test results. The consultant shall thereafter submit a report complete with all the test results so obtained and their analysis & interpretation for the completion of Stage-I.

Stage II: STRUCTURAL ANALYSIS

A fresh structural analysis shall be conducted by the consultant as this exercise shall help to quantify the deficiency in compressive strength and steel and accordingly effective remedial measures can be suggested. It may be noted that no structural drawings of the said structure are available with NSIC and hence cannot be provided.

Structural design/analysis shall be done to check the adequacy of existing strength parameters (obtained from NDT) such as compressive strength & quality of concrete, condition of reinforcement, thickness of concrete cover etc. The detailed report of the structural analysis duly correlated with the results of the NDT conducted at stage-I above shall be provided by the consultant.

Stage III: REMEDIAL MEASURES

In case, NDT test results obtained are lower than acceptable values or required design strength it would require suggesting remedial measures to repair the distressed RCC members. Further, the consultant shall also suggest remedial measure for all signs of visual distress and water proofing treatment required for the roof of the said structure, if necessary. As a part of the remedial measures, technical specifications for materials, equipment and process (such as sand blasting, shotcrete, carbon fibre wrapping, jacketing, water proofing etc.) and BOQ along with construction/ execution drawings shall be formulated by the consultant.

Stage IV: TIME TO TIME SUPERVISION OF THE EXECUTION WORK OF THE REMEDIAL MEASURES

(a) The remedial measures to be executed by the contractor/ agency (to be selected by NSIC) based on the recommendations of the consultant's report shall be supervised by the consultant from time to time on per visit basis as directed by NSIC to check if the work is being carried out in accordance to the technical specifications. The dates of the visit shall be decided and intimated to the consultant by NSIC.

After each visit the consultant shall submit an inspection report giving his specific comments about the quality of work being executed at site. The aforesaid 'time to time visits/ supervision' shall be carried out by the consultant or the expert(s) of the firm having minimum 10 years of relevant experience.

(b) If and when requested by NTSC-Howrah, the consultant shall also carry out the re-testing of the quality of repair/ rehabilitation work executed at site by the contractor at about 30% of all test locations where tests were conducted as per Stage-I above and submission of the related test reports to assess the quality of work in progress. These tests shall be conducted generally on the day of site visit of the consultant as per stage-IV (a) above or as per the directions of Engineer-in-charge and the reports shall be submitted within 15 days of conducting the individual test at site.

2. TIME:

The consultant shall mobilize his team at the within 7 days from the issue of the work order.

For carrying out above mentioned Stages I to III time specified is as below:

Stage I & II	: 25 days
Stage III	: 20 days after completion of Stage I & II.
Stage IV	: From the commencement of the rehabilitation works till its completion in all respect

3. STAGES OF PAYMENT:

Table-II

S.No.	Particulars	Qty.
	Part-A	
Stage-I	Visual Inspection of the building & NDT of the structural elements	
(i)	Detailed visual inspection at site supported by photographs	One Job
(ii)	Rebound Hammer Test	50
(iii)	UPV	50
(iv)	Cores	9
(v)	Carbonation tests	20
(vi)	Half cell potential tests	20
(vii)	Cover Meter Tests	30
(viii)	pH value and Chloride & Sulphate contents	3
(ix)	Analysis of Data, Interpretation of Results, Report Preparation and submission of the same to NSIC	One job
Stage-II	Structural Analysis of the existing structure and submission of report thereof	LS
Stage-III	Suggesting Suitable Remedial Measures with technical specifications for material and process, BOQ and execution drawings	1 job
	Part-B	
Stage-IV (a)	Time to time supervision of the execution work of the remedial measures on monthly visit basis or as directed by the Engineer-in-charge	6 Nos.
Stage-IV (b)	Re-testing of rehabilitation work executed by the contractor to be deployed by NTSC at about 30% of the locations where the NDTs were conducted as per Stage-I above as per the directions of the Engineer-in-charge and submission of reports thereof to assess the quality of rehabilitation work in progress	One job

i) Payment for Part-A (as mentioned at Table-II above) i.e. stage-I, II & III :

- 40% of the total awarded amount as per Part-A on completion of Stage-I
- 60% of the total awarded amount as per Part-A on completion of Stage-II & III

ii) Payment for Part-B (as mentioned at Table-II above) i.e. Stage-IV (a) and (b):

Stage-IV (a)- The payment against this stage shall be released on visit to visit basis on submission of detailed inspection report.

Stage-IV (b)- The payment against this stage shall be released after conducting the tests at site and receipt of reports thereof.

4. SECURITY DEPOSIT : The EMD of the successful tenderer shall be retained and converted as part of the security deposit. Further, Security deposit @ 10% shall be deducted from each payment to be released to the consultant till such deductions reach a limit of 10% of the award value for each part (i.e. Part-A & B above). Initially deductions on account of security deposit shall be made for awarded value in respect of Part-A (Stage-I, II & III). Three months after the satisfactory completion of the work as per Part-A of the Table-II above, the said security deposit shall be refunded to the consultant without any interest excluding the EMD amount so converted to security deposit. Similarly, deductions on account of security deposit shall be made for Part-B (Stage-IV) as well @10% from each payment till such deductions reach a limit of 10% of the award value in respect of Part-B (Stage-IV). Three month after satisfactory completion of the work as per Part-B (Stage-IV) of the Table-II above, the corresponding security deposit (including the EMD converted to security deposit) shall be refunded to the consultant without any interest.

5. LIQUIDATED DAMAGES: Liquidated damages @ 1% per week and or part thereof of delay shall be levied on the consultant subject to a maximum of 10% of the contract/ award value.

6. OTHER TERMS & CONDITIONS:

- (i) Single-phase power connection & water for drilling of concrete samples, access to all testing locations i.e. scaffolding/ladders etc. (if required) and 2-3 helpers shall be provided by NSIC without any cost.
- (ii) Removal of cladding/plaster, etc; would be done by the consultant before carrying out tests but refinishing of the same to be done by NSIC at own cost.
- (iii) If found necessary, the consultant shall conduct extra tests without additional charges in order to correctly assess the health of the structure.
- (iv) The work defined in the scope of work shall comply with the IS codes/ specifications and reference of the same shall be made in the report. In case IS code/ specification is not available for any specific work, then reference to the relevant code based on which the tests conducted/ report prepared shall be specifically mentioned.
- (v) The fees/ charges quoted by the consultant shall remain firm for the entire duration of the work i.e. till the work is completed in all respect as per the scope

of the work. NSIC shall not pay any extra amount for any escalation in the cost of the assignment even if the time extension for completion of the assignment is granted.

- (vi) Time extension for completion of the assignment or for the submission of the reports or presentations shall be granted by NSIC in writing at the written request of the consultant only for factors beyond the control of the consultant.
- (vii) Applicable taxes shall be deducted by NSIC from all payments.
- (viii) The consultant shall be liable to follow all statutory provisions related to labour, PF, ESI regulations for the manpower to be deployed by him for execution of the work and shall keep NSIC indemnified against any claims arising on account of above.
- (ix) The consultant shall keep NSIC indemnified against any/ all claims arising on account of injury/ loss of life of his workmen while executing the work.
- (x) The consultant shall be responsible for refilling the hole in RCC member(s) caused by extraction of core samples with suitable material so that the structural strength is not altered due to core cutting.
- (xi) All the expenditure incurred by the consultant for completing the assignment as per the scope of work mentioned above including visits required for conducting tests, inspection of building etc., shall be borne by the Consultant and no claim on this account of any kind shall be admissible.
- (xii) It shall be the responsibility of the consultant to arrange all the test equipments required for the NDTs/ core extraction tests/ any specific computer software required for analysis of the test results/ structural analysis etc. and the rates/amount quoted shall be inclusive of such expenses. Nothing extra shall be paid on this account.
- (xiii) The consultant should ensure that all the testing equipments/ instruments used for the work are properly calibrated.
- (xiv) The rates must be quoted in words and figures and amount in figure only. In event of discrepancy in rate quoted in figure and words, the rate in words will have priority and binding and amount column will be amended to fall in the line with the rates written in words.
- (xv) The amount should be quoted in both figures and words in the price bid. In the event of discrepancy between the amount in figures and words, the amount mentioned in words shall prevail and the same shall be considered for arriving at the total quote.
- (xvi) The Corporation reserves the right to order to any time for any item or group or work, or split the work between two or more sub contractors if necessary. Such action shall not constitute a breach of the contract.
- (xvii) We will not be responsible for any compensation or any loss, injury, whatsoever in nature which may occur to your employee engaged for the work.
- (xviii) All documents submitted with the tender shall be in English language.
- (xix) Telegraphic quotations will not be considered.
- (xx) Agreement will be **executed on Rs.100/- non judicial stamp paper as per the proforma to be made available by NTSC-Howrah.**

- (xxi) Final payment will be made only after work has been fully completed to the entire satisfaction of the General Manager and as per actual work. You shall submit a bill in triplicate duly signed and stamped. The bill shall accompany by all abstracts supporting it and shall be in proper manner prescribed by the Engineer-in-Charge of the centre and payment shall be made after proper checking etc. No claim will be entertained by the NSIC-TSC-Howrah after receipt of the final bill except S.D.M.
- (xxii) The contractor shall abide all the rules and regulations prevailing in the factory. The submission of the quotation will deem that the contractor has full knowledge for the factory rules and regulations.
- (xxiii) Any additional conditions are liable to summarily rejected.
- (xxiv) The rates/ amount quoted in the price bid shall be inclusive of all taxes/ duties/ cess/ octroi, etc. as applicable.
- (xxv) In case any dispute the decision of the General Manager, NSIC-TSC Howrah would be final and binding.
- (xxvi) The schedule of quantities mentioned in the price bid is only tentative. The Engineer-in-charge can at his discretion may decide not to execute any stage/ stages mentioned therein and no payment for such stage shall be paid to the consultant for his services are not availed. Decision of the Engineer-in-charge shall be final and binding on the consultant in this regard.
- (xxvii) **It may be noted that the Structural Drawings of the said building are not available with us.**

7. CONFIDENTIALITY

All the reports, drawings and other contents prepared for the work shall be the property of NSIC and shall not published, shared with the others, or used for any other purpose by the consultant without prior approval of NSIC. All these materials (Hard copy as well as soft copy) should be handed over by the consultant to NSIC immediately after completion of the assignment by the consultant.

8. RESCINDING OF CONTRACT

In the event of failure on the part of the consultant to complete the work in time or to the complete satisfaction of NSIC OR in the event of committing breach of any one or more of terms and conditions of the letter of award, NSIC shall be entitled to rescind this work without prejudice to its right to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days and in the event of such termination, consultant shall be liable to refund the excess payment if any made to him over and above due to him on the date of termination and NSIC will be entitled to make full use of all or any of the reports/documents prepared by the consultant. In such case NSIC shall forfeit any/ all deposits of the consultant available with NSIC. NSIC shall also have power to get the balance work done by engaging another consultant at the risk & cost of the consultant and for doing so NSIC shall be at liberty to recover any excess amount incurred by making adjustment from any dues of the consultant.

9. ARBITRATION AND LAWS

ARBITRATION:

- (a) If any dispute or difference arises between Corporation and the Consultant with regard to the construction, meaning and effect of these presents or any part thereof or any other matter under these presents like interpretation or termination of this agreement, 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, that he had to deal with the matters to which this 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 the 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 to this agreement.
- (b) In case, the arbitrator so appointed by the Chairman of the Corporation is transferred, dies, neglects or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.
- (c) The venue of the Arbitration shall be at Howrah or at any other place where the Head Office/ Regional/Zonal/Branch Office of the Corporation is situated, at the discretion of the Chairman and the court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.
- (d) The Indian laws shall govern this contract for the time being in force.

Signature of Contractor/Agency

Date :

(Suresh Karmali)
General Manager

Price Bid

S.No.	Particulars	Qty.	Amount (Rs.)	
			(In figures)	(In words)
Stage-I	Visual Inspection of the building & NDT of the structural elements consisting of following:			
(i)	Detailed visual inspection at site supported by photographs	One Job		
(ii)	Rebound Hammer Test	50 Nos.		
(iii)	UPV	50 Nos.		
(iv)	Cores	9 Nos.		
(v)	Carbonation tests	20 Nos.		
(vi)	Half cell potential tests	20 Nos.		
(vii)	Cover Meter Tests	30 Nos.		
(viii)	pH value and Chloride & Sulphate contents	3 Nos.		
(ix)	Analysis of Data, Interpretation of Results, Report Preparation and submission of the same to NSIC	One job		
Stage-II	Structural Analysis of the existing structure and submission of report thereof	LS		
Stage-III	Suggesting Suitable Remedial Measures with technical specifications for material and process, BOQ and execution drawings	One job		
	Total (Part-A)			
	Part-B:			
Stage-IV (a)	Time to time supervision of the execution work of the remedial measures on monthly visit basis or as directed by the Engineer-in-charge	6 Nos.		
Stage-IV (b)	Re-testing of rehabilitation work executed by the contractor to be deployed by NTSC at about 30% of the locations where the NDTs were conducted as per Stage-I above as per the directions of the Engineer-in-charge and submission of reports thereof to assess the quality of rehabilitation work in progress	One job		
	Total (Part-B)			
	Total (Part A + Part B)			

Total (A+B) (In words) : Rupees _____ Only

**Signature of the Bidder
or Authorized Representative with Seal**