

**TENDER**  
**FOR**  
**SUPPLY, INSTALLATION, TESTING &**  
**COMMISSIONING OF GYM EQUIPMENTS**  
**AT**  
**NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE**  
**NEW DELHI -110020**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

***(A Government of India Enterprise)***

**Okhla Industrial Estate**

**New Delhi-110020**

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

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

Ref : SIC/ADMN/5/23/2011

Date: 25.02.2012

M/s. -----  
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**Sub: Supply, Installation, Testing and Commissioning of Gym Equipments at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020.**

Sir,

Tender documents in respect of the above mentioned works containing 16 pages as detailed on page 4 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the General Manager (Works), NSIC Limited, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 on 25/2/2012 to 5/3/2012 up to 3.00 P.M.*

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

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 3.30 P.M. on 6/3/2012

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.

**Yours faithfully**

**Encl. 16 Pages (Total)**

**General Manager (Works)  
NSIC Limited**

**Signature of the Contractor/Supplier with stamp**

**Tender notice for Supply, Installation, Testing and Commissioning of Gym Equipments  
at NSIC ,Okhla Industrial Estate, New Delhi -110020020**

TENDER NOTICE NO Ref : SIC/ADMN/5/23/2011

Date: 25.02.2012

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

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Supply, Installation, Testing and Commissioning of Gym Equipment at NSIC ,Okhla Industrial Estate New Delhi - 110020	5 lacs	10000/-	15 days	From 25.02.2012 To 05.03.2012	06.03.2012 Upto 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 25.02.2012 to 05.03.2012 on working days from the address given below on payment of required tender fee of Rs.500/- (Rupees Five hundred only non-refundable) in cash/DD in favour of 'NSIC Ltd', 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' payable at New Delhi is to be enclosed along with the technical bid towards the cost of tender documents.
2. The tenderers should have completed minimum two works of similar nature (office/institutional/commercial complex) of minimum value of Rs 5 Lacs each during last 5 years. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization / MNC shall also be accepted. In case of certificates issued by the private party, copies of TDS should also be enclosed.
3. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax /sales tax/ VAT/TIN as applicable.
4. The tender issuing authority reserves the right to issue or refuses to issue the tender document to any party without assigning any reason thereof and tenderer shall meet all requisite terms and conditions in participating tenders.
5. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
6. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

**General Manager (Works)  
NSIC Limited**

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**NSIC Bhawan, Okhla Industrial Estate New Delhi -110020**

Ref : SIC/ADMN/5/23/2011

Date: 25.02.2012

**INDEX OF TENDER DOCUMENTS**

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## **INSTRUCTIONS TO TENDERERS**

### **1.0 GENERAL**

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender Document before framing up their tender.

### **2.0 SITE PARTICULARS**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to site conditions, means of access to the site.

### **3.0 SUBMISSION OF TENDER**

The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

***Tenders shall be submitted in Two sealed envelopes Superscribing as following: -***

#### ***I) Technical Bid***

Name of work :  
Tender no. :  
Due date & time of opening :  
Addressed to : General Manager (Works)  
NSIC Limited  
Okhla Industrial Estate New Delhi-110020

From: Name & address of the tenderer

This envelope shall contain the following: -

- a) EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of "NSIC Ltd" payable at New Delhi.

Details of the two similar nature of works of minimum value of Rs 5 Lacs executed by the bidder during last 5 years,

- c) Valid registration with Sales Tax department for Work Contract Tax/VAT/TIN.

#### ***II) Price Bid***

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

### **4.0 ABNORMAL RATES**

If it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the

Corporation is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand.

**5.0 DEVIATIONS TO TENDER CLAUSES:**

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

**6.0 VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders.

**7.0 AWARD OF WORK**

Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/Contractor/Supplier s quoting lowest rates.

**8.0 ACCEPTANCE / REJECTION OF TENDER**

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

**9.0 CORRECTIONS**

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

**10.0 FIRM RATES**

**The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Contractor/Suppliers shall not change any of the rates, quoted in the tender till the completion of work.**

**General Manager (Works)  
NSIC Limited**

## GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Corporation shall mean “The National Small Industries Corporation Ltd.” (A Government of India Enterprise) having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The Contractor/Supplier is required to approach the Corporation for execution of agreement for the said work as per the prescribed proforma to be provided by the Corporation on a non-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award.
4. **Contract Documents:**  
  
The Contractor/Supplier shall be provided, free of charge, one certified true copy of the Contract Documents.
5. **Works to be carried out:**  
The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, taxes tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.
6. **Inspection of Site:**  
The Contractor/Supplier 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, he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.
7. **Sufficiency of Tender:**  
The Contractor/Supplier shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.
8. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor/Supplier from the execution of the whole or any part of the Works comprised therein according to 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.

**9. Security Deposit:**

- 9.1 Total security deposit shall be 5 % of the accepted tender cost and shall be deducted from the payment to be made to the Contractor/Supplier. Earnest Money deposited shall be adjusted in the security deposit.
- 9.2 Refund *of Security deposit*: Security deposit shall be refunded to the Contractor/Supplier after defect liability period of 12 months.
- 9.3 No interest shall be payable to the Contractor/Supplier on the Security Deposit furnished/ recovered from the Contractor/Supplier, by the Corporation.

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

10.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 7<sup>th</sup> day after the date on which the Corporation issues Work Order to commence the work.

10.2 If the work be delayed by

- (a) Force majeure or
- (b) Serious loss or damage by fire, or
- (c) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (d) Any other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's/Supplier's control;

10.3 Then upon the happening of any such event causing delay, the Contractor/Supplier shall immediately give notice thereof in writing to the Officer-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 Officer-in-Charge to proceed with the Works.

**11.** The Contractor/Supplier shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for completion 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 Contractor/Suppliers.

**13. MATERIALS**

All materials to be provided by the Contractor/Supplier shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by



the Officer-in-Charge, furnish proof to the satisfaction of Officer-in-Charge in this regard.

**14. Labour:**

- a.) The Contractor/Supplier shall employ its labour/ workmen in sufficient numbers to complete the work in the stipulated time. The Contractor/Supplier shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b.) All the workers or employees deployed by the Contractor/Suppliers shall consider the employees of Contractor/Supplier and corporation shall not have any liability what so ever in nature in regard to such workers/employees.
- c.) The Contractor/Supplier shall comply with all statutory norms of Central/ State Govt. with regard to labour/ workmen employed by him. Violation of any such norm shall be the sole responsibility of the Contractor/Supplier. The Contractor/Supplier shall indemnify and keep indemnified the Corporation against all such claims arising out:
  - i) Of third party loss/ damage to life or property caused by/ during execution of the work.
  - ii) Of loss/ damage to the workmen engaged by the Contractor/Supplier during execution of the work.
  - iii) Due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

**15. Inspection and Approval:**

The Officer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor/Supplier shall give such facilities as may be required for such inspection and examination.

**16. Liquidated Damages for Delay**

Time is essence of the contract. In case the CONTRACTOR/SUPPLIER fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 1 % (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/Supplier under this or any other contract with the Corporation.

**17. Defect Liability Period**

The Contractor/Supplier shall be responsible to make good and remedy any defect in the work executed within defect liability period of one year which shall be reckoned from the date of completion of the works to the Corporation.

**18. Instruction and Notices:**

- 18.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Officer-in-Charge.
- 18.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor/Supplier shall be deemed to have been served on

the date when in the ordinary course of post these would have been delivered to him.

**18.3 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.**

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the Contractor/Supplier and Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

**19. Cancellation of Contract in Full or in Part:**

If the Contractor/Supplier/Supplier:

- 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 Officer-in-Charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

**20. Liability for Damage, Defects or Imperfections and Rectification thereof:**

If the Contractor/Supplier 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/Supplier shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer-in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material article or equipment provided by the Contractor/Supplier are of sub-standard quality, shall, upon receipt of a notice in writing in that behalf from the Officer-in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer-in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or

articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor/Supplier.

In case the Contractor/Supplier fails to comply with the requirements of this condition, the Officer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor/Supplier. Before taking such action, however, the Officer-in-Charge shall give three days notice in writing to the Contractor/Supplier.

## **21. VALUATION AND PAYMENT:**

- 21.1 After carrying out the entire work successfully by the Contractor/Supplier, the Contractor/Supplier/supplier shall submit the bill to the Corporation for the payment. The Officer-in-Charge shall accept as otherwise stated ascertain and determine the value of work done in accordance with the contract agreement therewith.
- 21.2 **No escalation will be paid even in extended period, if any.**
- 21.3 All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the Contractor/Supplier.

## **22. Income Tax/WCT/VAT**

- 22.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor/Supplier's bills as per the provision of Income Tax Act.
- 22.2 The Contractor/Supplier shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the Contractor/Supplier's bill as applicable.

## **23. ARBITRATION AND LAWS**

### **Arbitration:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders and these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman-cum-Managing Director of the National Small Industries Corporation Ltd. and if the Chairman-cum-Managing Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman cum Managing Director, National Small Industries Corporation Ltd. willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the National Small Industries Corporation Ltd. and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act., Chairman and Managing Director, National Small Industries Corporation Ltd. shall appoint another person to act, as arbitrator in accordance with the terms of the Contract. It is also a term of this contract that no person other than a person appointed by CMD, National Small Industries Corporation Ltd., as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrators may from time to time with consent of this parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings and so payment due to payable to the Contractor/Supplier shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

The Indian Laws shall govern this contract for the time being in force. The courts at New Delhi / Delhi only shall have the jurisdiction

**SIGNATURE OF THE TENDERER**

**General Manager (Works)  
NSIC Limited**

**FORM OF TENDER**

To  
The General Manager (Works)  
NSIC Limited  
Okhla Industrial Estate,  
New Delhi – 110020.

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

**(Name of the Work)**

- a). Notice inviting tender.
- b). Instructions to Tenderers
- c). Technical Specifications
- d). General Conditions of Contract including Contractor/Suppliers, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- e). Special Conditions of contracts if any.
- f). Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 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 the Corporation.

A sum of Rs. 10,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of NSIC Ltd. payable at New Delhi . If I/We fail to keep the tender open as aforesaid of 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 is at liberty to forfeit the said earnest money absolutely.

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

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

## APPENDIX

- |   |  |
|---|--|
| 1. Competent Authority  | C.M.D. NSIC or his<br>Authorised executives  |
| 2. Earnest money/Security deposit   |  |
| a) Estimated cost of the Works  | Rs. 5 Lacs   |
| b) Earnest money  | Rs 10000/- in the form of<br>DD /Pay order in favour<br>of NSIC Ltd., New Delhi          |
| c) Security Deposit   | 15% of the contract value.   |
| 3. Time allowed for execution of work   | 15 Days  |
| 4. Authority competent to decide if<br>“any other cause” of delay is beyond<br>Contractor/Suppliers control | CMD, NSIC or his<br>Authorised representative  |
| 5. Liquidated Damaged   | 1% (one percent) per<br>week subject to a<br>Maximum 10% value of<br>the contract        |
| 6. Approving Authority for releasing the payment  | GM (Works), Okhla<br>Industrial Estate, New<br>Delhi) Up to the accepted<br>tender cost. |
| 7. Defect Liability Period  | 12 months from the date<br>of Completion of work.  |
| 9. Authority competent to reduce<br>Compensation  | CMD NSIC or his<br>authorized executive.   |

## **SPECIAL CONDITIONS**

1. During working at site, some restrictions may be imposed by Officer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the Contractor/Supplier 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/Supplier 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. The tender shall be based on general conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
4. In the event that no rate has been quoted for any item(s), leaving space the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
5. If the Contractor/Supplier 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. Equipments supplied by the Contractor/Supplier should have Guarantee/ Warrantee period for at least one year from the date of completion of the work.
7. The Contractor/Supplier during guarantee/ warrantee period of equipments shall attend the complaints as pointed out by the Corporation on the same day and rectify/ replace the equipment/ part of the equipment as the case may be within 3 days from the date of lodging the complaint. Failing which the Corporation reserves the right to get the equipment rectified/ replaced as the risk and cost of the Contractor/Supplier. The decision of the Corporation in this regard shall be binding on the Contractor/Supplier.
8. The trainer to provide training to Gym users should be professionally qualified having minimum 5 years working experience in a reputed Gym.

General Manager (Works)  
NSIC Limited

**SIGNATURE OF THE TENDERER**

**SCHEDULE OF QUANTITIES**

<b>S. No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Supply installation, testing and commissioning of : <b><u>Tread Mill</u></b> Jhonson Model T7000 Pro Console:- Display Screen, Workout Profile Window, Dot Matrix Display, etc. Complete in all respect to the satisfaction of Officer-in Charge	No.	1.00		
2.	Supply installation, testing and commissioning of: <b><u>Upright Bike</u></b> Matrix U1x Upright Bike 7" BlueBacklit graphic LCD, race-inspired handles, Maintenance free, self generated performance etc. Complete in all respect to the satisfaction of Officer-in Charge	No.	1.00		
3.	Supply installation, testing and commissioning of: <b><u>Multi Gym</u></b> Body Solid G9S Multi function press arm station for chest press, incline press, Shoulder press, chest support mid row exercise etc. Complete in all respect to the satisfaction of Officer-in Charge	No.	1.00		
4.	Or <b><u>Multi Gym</u></b> Body Solid G6B Multi function press arm station for chest press, incline press, Shoulder press, chest support mid row exercise etc. Complete in all respect to the satisfaction of Officer-in Charge	No.	1.00		
5.	Providing professional Trainer to impart training for four hours daily to the Gym users on monthly basis.	Per Month	1.00		
				<b><u>Total</u></b>	

**Total Rs. in words -----**

**SIGNATURE OF THE TENDERER**