



ISO 9001:2008

TENDER

FOR

Renovation of Classrooms

Tender No: - NTSC/OK/EM-CL/01/2014-15

NSIC Technical Services Centre

The National Small Industries Corporation Ltd.

(A Government of India Enterprise)

Okhla Industrial Estate Phase-III

Near Govindpuri Metro Station

New Delhi-110020

Tel. no. 011-26826796, 26826847

Fax: - 011-26826783

Email: ntscok@nsic.co.in

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

NSIC Technical Services Centre

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISE)

Okhla Industrial Estate Phase-III

New Delhi-110020

Tender Enquiry letter

Ref: - NTSC/OK/EM-CL/01/2014-15

Date: 10.10.2014

M/s. -----

Sub: Renovation of classrooms.

Sir,

Tender documents in respect of the above mentioned works containing 21 pages as detailed on page 4 (Index) are forwarded herewith. *Please note that the tender is to be delivered in the office of the General Manager, NSIC Technical Services Centre, Okhla Industrial Estate New Delhi-110020 on 27.10.2014 up to 03:00 P.M.*

Tenders shall be submitted in a bigger sealed envelope super scribed as “Tender for Renovation of classrooms”. This bigger sealed envelope shall contain three sealed envelopes super scribed as detailed under: -

- (I) Technical Bid.
- (II) Price Bid.
- (III) Tender cost & EMD.

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

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. **The sealed envelope containing Technical bid and the envelope containing Tender cost & EMD will be opened at 04:00 P.M. on 27.10.2014. The date of opening of Commercial bid will be intimated to the qualified bidders separately.**

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 Work Order including arbitration clause).

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

Yours faithfully

**General Manager (S.G)
NTSC, Okhla**

Encl. : As above

Signature of the Contractor with stamp

Tender Notice

Sub:-Renovation of Classrooms.

Ref:- NTSC/OK/EM-CL/01/2014-15

Ref: - NTSC/OK/EM-CL/01/2014-15

Date: 10.10.2014

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

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Renovation of Classrooms.	2.92 lacs	7500/-	30 days	From 10.10.2014 To 27.10.2014 up to 03.00 P.M.	27.10.2014 Up to 03.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 10.10.2014 to 27.10.2014 on working days from the address given on page no.1 on payment of required tender fee of Rs.500/- (Rupees five hundred only) (non-refundable) in cash/DD in favour of “NSIC Ltd.-A/c NTSC”, 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.-A/c NTSC” payable at New Delhi is to be submitted along with the tender towards the cost of tender documents & place in the envelope of “Tender cost & EMD”.
2. The tenderers should have completed minimum one work of similar nature of minimum value of Rs. 2.5 lacs in their name, during last seven 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.
3. Work of similar nature means “Civil Works and interior works such as Cement concrete work/ Brickwork, plastering, painting, water supply, sanitary works and interior works etc.”
4. While applying for the tender document, the intending tenderer shall furnish proof of, experience certificates, works completed/awarded, valid PAN, Work contract Order tax ,sales tax (VAT), TIN as applicable.
5. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason.
6. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
7. General Manager NTSC, Okhla reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever at any stage of above tender process.

**General Manager (S.G)
NTSC, Okhla**

Signature of the Contractor with stamp

NSIC Technical Services Centre

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISES)

Okhla Industrial Estate Phase-III

New Delhi -110020

Ref: - NTSC/OK/EM-CL/01/2014-15

Date: 10.10.2014

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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 Tender Notice. Tenders without Earnest Money Deposit will be out rightly rejected.

Tender shall be submitted in a bigger sealed envelope containing three sealed envelopes Super scribed as following: -

I) Technical Bid

Name of work :
Tender no. :
Due date & time of opening :
Addressed to : The General Manager (S.G.)
NSIC Technical Services
Centre
Okhla Industrial Estate Phase-III
New Delhi -110 020

From : Name & address of the tenderer

This envelope shall contain the following: -

- 1) Details of the work of similar nature of minimum value of Rs 2.5 lacs in the name of party during last seven 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.
- 2) Valid registration with Sales Tax department for Work Order Tax, VAT, TIN & PAN.
- 3) The tender document duly signed and stamped on each page except the Schedule as placed at page no.19 to 21 of this tender.

II) Price Bid

This envelope shall contain the duly filled Schedule of the tender document with **prices and amount duly filled by the party against 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. The conditional offers will be out rightly rejected.

III) Tender cost & EMD

This envelope shall contain the following: -

- i) EMD Amount of Rs 7500/- in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of “NSIC Ltd.-A/c NTSC” payable at New Delhi.
- ii) Tender cost Rs 500/- in form of DD if downloaded from website.

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

5.0 DEVIATIONS TO TENDER CLAUSES:

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

6.0 VALIDITY OF OFFER

Tender submitted by Tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders.

7.0 AWARD OF WORK

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

8.0 ACCEPTANCE / REJECTION OF TENDER

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

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 shall not change any of the rates, quoted in the tender till the completion of work.

**General Manager (S.G)
NTSC Okhla**

Signature of the Contractor with stamp

GENERAL CONDITIONS OF WORK ORDER

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. NTSC Okhla shall mean NSIC Technical Services Centre, Okhla Industrial Estate Phase-III, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The Contractor is required to approach NTSC Okhla for execution of agreement for the said work as per the prescribed Performa to be provided by NTSC Okhla on a non-judicial stamp paper of Rs.100/- within 10 days from the issue of the letter of award.
4. **Work Order Documents:**
The Contractor shall be provided, free of charge, one certified true copy of the Work Order Documents and of all related documents, which may be issued during the progress of the Works. He shall keep these Documents on the site in good order.
5. **Works to be carried out:**
The work to be carried out under the Work Order 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 shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.
7. **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 Work Order 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 Work Order or release the Contractor from the execution of the whole or any part of the Works comprised therein according to the specifications or from any of his obligations under the Work Order.

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:

Total security deposit shall be Rs 30,000/- (Rs 7500/- as EMD + Rs 22,500 S.D.) and shall be deposited by the Contractor.

- 9.1 All compensation or other sums of money payable by the Contractor under the terms of this Work Order or any other Work Order or any other account whatsoever may be deducted from the security deposit.
- 9.2 Refund *of Security deposit*: Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.
- 9.3 No interest shall be payable to the Contractor on the Security Deposit furnished by the Contractor, by NTSC Okhla.

10 Deviations/Variations Extent and Pricing

The Engineer-in-charge shall have power (i) to make alteration, in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in Charge and such alterations, omissions, additions or substitutions shall form part of the Work Order as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 10.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the Contractor, as follows:
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

10.2 Deviation, Extra Items and Pricing

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 date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within fifteen days thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) and shall be final.

11.0 Time and Extension for Delay:

- 11.1 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 Work Order. The execution of the works shall commence within 5 days after the date on which NTSC Okhla issues written orders to commence the work or from the date of handing over of the site, whichever is earlier.
- 11.2 As soon as possible after the Work Order is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Work Order documents for completion of items of the works.
- 11.3 If the work be delayed by
- (a) Force majeure or
 - (b) Abnormally bad weather or
 - (c) Serious loss or damage by fire, or
 - (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
 - (e) Delay on the part of other Contractors or tradesmen engaged by NTSC Okhla in executing work not forming part of the Work Order, or
 - (f) Any other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's control;
- 11.4 Then upon the happening of any such event causing delay as specified at Para 11.3 above, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

12 Tools & Equipments:

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

13 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.

14. **Materials**

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Work Order and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

15. **Labour:**

- a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Work Order and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b.) All the workers or employees deployed by the Contractors shall consider the employees of Contractor and NTSC Okhla shall not have any liability what so ever in nature in regard to such workers/employees.
- c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
- d.) The Contractor shall in respect of labour employed by him or his sub-Contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.
- e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.
- f) The Contractor shall indemnify and keep indemnified NTSC Okhla against:
 - i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.
 - ii) Any claim arising out of loss/ damage to the workmen engaged by the Contractor during execution of the work.
 - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

16 **Inspection and Approval:**

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

17 **Liquidated Damages for Delay**

Time is essence of the Work Order. 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 Work Order per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the Work Order. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other Work Order with NTSC Okhla.

18 Instruction and Notices:

- 18.1 Subject as otherwise provided in the Work Order, all notices to be given on behalf of NTSC Okhla and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 18.2 All instructions, notices and communications, etc., under the Work Order shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor 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 Work Order in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender NTSC Okhla 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 and Contractor 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 shall be paid at Work Order rates full amount for works executed at Site as certified by the Engineer-in-Charge.

19 Cancellation of Work Order in Full or in Part:

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 Engineer-in-Charge; or
- b. Commits default in complying with any of the terms and conditions of Work Order 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 Engineer-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 Engineer-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.

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

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of

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

21 Valuations and Payment:

- 21.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the Work Order work done in accordance therewith.
- 21.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by NTSC Okhla so that a complete record is obtained of all work performed under the Work Order.
- 21.3 Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and Contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment up to accepted tender amount the General Manager, NTSC Okhla is the approving authority.
- 21.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.
No escalation will be paid even in extended period, if any.
- 21.5 All measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of NTSC Okhla a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurements. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all Work Order items, substituted items, extra items and deviations.

22 Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

23 Income Tax/WCT/VAT/TIN

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

24 Carrying out part work at risk & cost of Contractor

The Engineer-in-charge without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to NTSC Okhla, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

Signature of the Contractor with stamp

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the Contractor.

Any excess expenditure incurred or to be incurred by NTSC Okhla in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by NTSC Okhla as aforesaid without prejudice to any other right or remedy available to NTSC Okhla in law or as per agreement be recovered from any money due to the Contractor on any account, and if such money is insufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the Contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Contractor under the Work Order and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the Work Order.

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Work Order.

25 **ARBITRATION AND LAWS**

Arbitration:

Except where otherwise provided for in the Work Order all questions and disputes relating to the meaning of the specifications, designs, drawings 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 Work Order, designs drawings, 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 Work Order 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 Work Order. It is also a term of this Work Order that no person other than a person appointed by C.M.D., 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 Work Order 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 these parties enlarge the time, for making and publishing the award.

The work under the Work Order shall, if reasonably possible continue during the arbitration proceedings and so payment due to payable to the Contractor 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 Work Order.

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 Work Order for the time being in force. The courts at New Delhi / Delhi only shall have the jurisdiction

**General Manager (S.G)
NTSC Okhla**

FORM OF TENDER

To

The General Manager
NSIC Technical Services Centre
Okhla Industrial Estate Phase-III
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). General Conditions of Work Order including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- d). Special Conditions of Work Orders if any.
- e). Schedule of Quantities
- f) Technical Specifications
- g) Appendix

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 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 NTSC Okhla

A sum of Rs 7500/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of **NSIC Ltd.-A/c NTSC** payable at New Delhi. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to NTSC Okhla, I/We agree that the NTSC Okhla shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We agree to abide by & fulfill all the terms conditions of aforesaid document

Signature of the Contractor with stamp

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

(Signature of Contractor)

Date:-

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

APPENDIX

- | | |
|---|---|
| 1. Competent Authority | General Manager, NTSC
Okhla or his Authorized executive |
| 2. Earnest money/Security deposit | |
| a) Estimated cost of the Works | Rs. 2.92 lacs |
| b) Earnest money | Rs 7500 in the form of
DD /Pay order in favour
of “ NSIC Ltd.-A/c NTSC ”
Payable at New Delhi |
| c) Security Deposit | Rs 22,500/- |
| 3. Deviation limit for items of work | |
| Deviation limit beyond which clauses 10.2
Shall apply for the building /
Renovation work | 2.5% |
| 4. Time allowed for execution of work | 30 Days |
| 5. Authority competent to grant extension of time for
any cause of delay which is beyond
Contractor’s control | General Manager, NTSC Okhla
or his authorized representative |
| 6. Liquidated Damaged | 0.5% (one half of one percent) per
week subject to a Maximum 10%
value of the Work Order |
| 7. Approving Authority for releasing the payment
Up to the estimated cost put to the tender | General Manager, NTSC okhla
New Delhi |
| 8. Defect Liability Period | 12 months from the date
of Completion of work. |
| 9. Authority competent to reduce
Compensation | General Manager, NTSC Okhla
or his authorized executive. |

SPECIAL CONDITONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of NTSC Okhla 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.
4. This Schedule of Quantities, however, is not a guarantee and is merely given as a rough guide and if the work costs more or less, tenderer will have no claim on that account.
5. The tender shall be based on general conditions of Work Order 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 Work Order period/extended Work Order period.
6. If the Contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, NTSC Okhla shall forfeit the earnest money deposited by him along with the tender.
7. All the works to be carried out in accordance with latest CPWD/ IS Specifications and as per the directions of Engineer-in-charge.
8. **Cost of Tests**
The Contractor is bound to carry out the tests as per the CPWD guidelines for ascertaining the quality of the works executed/ materials used as and when directed by the Engineer-in-charge. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the Contractor except for such exclusions as are specifically mentioned in the specifications laid down in the Work Order. The cost of all test carried out in Laboratories as directed by the Engineer-in-charge will be borne by the Contractor.

General Manager (S.G)
NTSC Okhla

Schedule of Quantities

S.no.	Description of item	Unit	Qty	Rate (Rs.)		Amount (Rs.)
				Rate in figure	Rate in words	
Civil and Interior Works						
1	Demolishing brick work manually/mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meter lead as per direction of Engineer in-charge in cement mortar	Cu.m	8.330			
2	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colors and shades, laid on 20mm thick cement mortar including Grouting the joints with white cement and matching pigment etc complete. Size of Tile 600 mm × 600 mm	Sqm	76.020			
3	Brick work with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:4 (1 cement : 4 coarse sand)	Cu. m	1.449			
4	Cement Plaster (in fine sand) of 12mm cement plaster of mix 1:6 (1 cement:6 fine sand)	Sqm	13.800			
5	Finishing walls with oil bond washable Distemper of approved brand of manufacture and even shades, old work (one or more coats) .	Sqm	217.92			
6	Providing and fixing Powder coated Aluminum work for doors, windows, ventilators and Partitions walls with	Sqft	417.000			

Signature of the Contractor with stamp

	<p>extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make confirming to fixed with rawl plugs and screws or with fixing clips or with expansion hold fasteners including necessary filling up of the gaps at junctions at top bottom and sides with required PVC/ neoprene felt, etc. Aluminum section shall be smooth rust free, straight, mitered and jointed mechanically wherever required. with powder coated aluminium section of 63.5 mm x38.10 mm (sectional weight of the aluminum section should not be less than 4 Kg. for the sectional length of 15') with 12 mm thick both side prelaminate particle board in paneling of partition walls required height with float glass of 5 mm thickness in paneling of required height complete in all respect for Aluminum door, window and partitions.</p>					
7	<p>Providing and fixing tiled false ceiling of approved materials of size 595x595 mm in true horizontal level suspended on interlocking metal grid of powder coated metal consisting of main T runner with suitably spaced at joints to give required length and of size 24x38mm made from 0.30 mm thick (minimum) sheet spaced at 1200 mm centre to centre and cross T of size 24x25 mm made of 0.30 mm thick (minimum) sheet , 1200 mm long spaced between main T at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross T of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form a grid of 600x600 mm and wall angles of size 21x21x0.3 mm and laying of false ceiling tiles of approved textured sound retardant , mildew – resistant, light reflectance tile in the grid including cutting /making , opening for services like diffusers , grills, light fittings, fixtures , smoke detectors etc. Main T runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50 mm long dash fasteners m 4 mm GI adjustable rods with powder coated level clips, spaced at 1200 mm centre to centre along main T bottom exposed width of 24</p>	Sqft	792			

	mm of all T sections shall be prepainted with polyester paint, all complete at all heights as per specifications drawing and as directed by the Engineer In-charge.					
		Total				
	Taxes					
	Grand Total					

Total Rs. in words -----