

TENDER
FOR
CONSTRUCTION OF RCC OVER HEAD
TANK
AT
NSIC EXHIBITION CENTRE COMPLEX
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>.

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

Ref: SIC/HO/WD/1(XXXX)/2007-08

Date: 27-10-2010

M/s. -----

**Sub: Construction RCC Over Head Tank at NSIC Exhibition Centre Complex Okhla
Industrial Estate New Delhi -110020**

Sir,

Tender documents in respect of the above mentioned works containing 26 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 Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 on 11-11-2010 up to 3.00 P.M.*

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 tenders will be opened at 3.30 P.M. on 11-11-2010

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. 26 Pages

General Manager (Works)

Signature of the Contractor with stamp

Tender notice for Construction of RCC Over Head Tank at NSIC Exhibition Centre Complex Okhla Industrial Estate New Delhi -110020

TENDER NOTICE NO: SIC/HO/WD/1(XXXX)/2007-08

Date: 27-10-2010

Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. 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.	Construction of RCC Over Head tank at NSIC Exhibition Centre Complex Okhla Industrial Estate New Delhi - 110020.	6.00 lacs	12000/-	45 days	From 27-10-2010 To 10-11-2010	11-11-2010 Up to 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 27-10-2010 to 10-11-2010 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 Rs500/- in favour of NSIC Ltd. payable at New Delhi is to be enclosed alongwith 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 3.00 Lacs each or one single work of value of Rs.6.00 lacs in their name, during last five 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. Work of similar nature means "Construction of RCC Over head tanks and allied Civil Works including frame and truss roofing of the buildings, steel fabrication works, RCC/ CC/ Brickwork, plastering, painting, water supply and sanitary works etc."
4. 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.
5. 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.
6. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
7. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

General Manager (Works)

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

- Ref: SIC/HO/WD/1(XXXX)/2007-08

Date: 27-10-2010

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INSTRUCTIONS TO TENDERERS

1. GENERAL

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

2. SITE PARTICULARS

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

3. SUBMISSION OF TENDER

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

The tender complete in all respects shall be submitted along with Earnest Money 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 Super scribing as following: -
I) Technical Bid

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

From: Name & address of the tenderer

This envelope shall contain the following: -

EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'NSIC LTD' payable at New Delhi be accepted.

Details of the two similar nature of works and minimum value of Rs 3.00 Lacs or one single work of value of Rs. 6.00 lacs executed by the bidder during last five years,

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. 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. 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. 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. AWARD OF WORK

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

8. 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. 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. 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 (Works)

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) 'NSIC Ltd.,NSIC Bhawan ,Okhla Industrial Estate New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The Contractor 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 shall be provided, free of charge, one certified true copy of the Contract Documents and of all further drawings, which may be issued during the progress of the Works. He shall keep these Documents on the Site in good order.
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 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 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 from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

All errors in totaling in the amount column and in carrying forward totals shall be corrected.

9. Security Deposit:

Total security deposit shall be 10 % of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

a). Initial Security Deposit:

Contractor will deposit initially two and half percent (2.5%) of the accepted tender cost as an initial security deposit within ten (10) days of receipt of the letter of intent/notification of acceptance of the tender by him. The earnest money already deposited shall be converted into initial security deposit and shall become part of the above 2.5% Initial Security Deposit.

b). Balance Security Deposit

Balance seven and half per cent (7.5%) will be recovered in installments through deductions at the rate of ten per cent (10%) of the value of each running account bill till total security Deposit amount is collected, after which no further deduction from Bills will be made on this account.

- 9.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.
- 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/recovered from the contractor, by the Corporation.

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 contract 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.

Deviation substituted items, pricing

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

- 10.3.** The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Appendix, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revised the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 10.4** For the purpose of operation of Appendix, the following works shall be treated as works relating to foundation unless and otherwise defined in the contract:
- (i) For Buildings: All works upto 1.2 meters above ground level or upto floor 1 level whichever is lower.
 - (ii) For abutments, piers and well steining : All works upto 1.2m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works upto 1.2 meters above the ground levels.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works upto 1.2 meters above the ground level.
 - (v) For basement: All works upto 1.2m above ground level or upto floor 1 level whichever is lower.
 - (vi) For Roads, all items of excavation and filling including treatment of sub base.

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 Contract. The execution of the works shall commence from the 10th day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, which ever is earlier
- 11.2 As soon as possible after the Contract 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 Contract 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 Corporation in executing work not forming part of the contract, 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, 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. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

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 contract 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 Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

b.) All the workers or employees deployed by the contractors shall consider the employees of contractor and corporation 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 the Corporation 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 contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

18. Defect Liability Period

The Contractor 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.

19. Instruction and Notices:

19.1 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 Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

19.2 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 shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

19.3 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 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.

19.4 The Contractor shall be paid at Contract rates full amount for works executed at Site as certified by the Engineer-in-Charge.

20. Cancellation of Contract 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 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 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; or

21. 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. If it shall appear to the Engineer-in-charge or his Representative at any time during construction

or re-construction or prior to the expiration of the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor are of sub-standard quality shall, upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct the work 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 Engineer-in-charge may rectify or remove and re-execute the work and / or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

21.1 In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

22. Urgent Works:

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

23. VALUATION AND PAYMENT:

- 23.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.
- 23.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.
- 23.3 Payments against running bills may be released in accordance with clause no. 8.12 of Special condition.
- 23.4 Payment will be made on actual measurement 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 upto accepted tender amount the General Manager (Works) is the approving authority.

- 23.5 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.**
- 23.6 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 the Corporation 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 measurement. 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 contract items, substituted items, extra items and deviations.
- 23.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

24. 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.

25. Income Tax/WCT/VAT

- 25.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act.
- 25.2 The Contractor 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's bill as applicable.

26. 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 the Corporation, 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:

- (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 the Corporation in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Corporation as aforesaid without prejudice to any other right or remedy available to Corporation 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 contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

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 contract.

27. ARBITRATION AND LAWS

Arbitration:

Except where otherwise provided for in the contract 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 contract, 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 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 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 thereunder 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 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 CONTRACTOR

General Manager(Works)

FORM OF TENDER

To

General Manager (Works)
NSIC Ltd., NSIC Bhawan
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 Contractors, 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 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 12,000/- 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 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 is at liberty to forfeit the said earnest money absolutely.

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

.....

Dated.....

Witness.....

Date.....

Address.....

.....

APPENDIX

1. Competent Authority	C.M.D. NSIC or his Authorised executives
2. Earnest money/Security deposit	
a) Estimated cost of the Works	Rs. 6.00 Lacs
b) Earnest money	Rs 12000/- in the form of DD /Pay order in favour of NSIC Ltd.,New Delhi
c) Security Deposit	10% of the contract value.
3. a) Deviation limit for items of work	
Deviation limit beyond which clauses 10.2 & 10.3 shall apply for the building / renovation work.	30%
3. b) Deviation limit beyond which clauses 10.2 & 10.3 shall apply for the foundation work.	100%
4. Time allowed for execution of work	45 Days
5. Authority competent to decide if “any other cause” of delay is beyond Contractors control	CMD, NSIC or his Authorised representative
6. Liquidated Damaged	0.5% (one half of one percent) per week subject to a Maximum 10% value of the contract
7. Approving Authority for releasing the payment Up to the accepted tender cost.	GM (Works) NSIC Ltd New Delhi
8. Defect Liability Period	12 months from the date of Completion of work.
9. Authority competent to reduce Compensation	CMD NSIC or his authorized executive.

SPECIAL CONDITONS

OTHER DETAILS SPECIFICATION REQUIRED

1. Construction of RCC OH tank of 30 KL capacity with proper design and drawings approved by the corporation on the general and special conditions of contractor attached shall be required to be constructed. The rate should be inclusive of the charges for the construction as well as if or the following items:-
 - A) Supplying & fixing of all type of required D/F CI pipe (Class-B) complete in all respect including cost of rubber sheet, nut & bolts duly painted-ISI marked, each pipe 6 mtr away from column of SR for inlet, outlet, washout, overflow pipes, puddle collars, duck foot bends, sluice valves & other required CI specials etc. for vertical & horizontal according to design and drawings.
 - B) The water level indicator consisting of copper float and iron counter weight and indicator connected by steel wire and passing over aluminum pulleys will be fixed wherever necessary. The scale should be calibrated in centimeters and should consist of iron sheet, fixed over wooden plate and painted with white enamel and block level marks.
 - C) 80 cm high consisting of 50x50x6 mm angle iron vertical at every 150 cm on both the sides stare case/balcony with 20 mm GI pipes class "B" in two rows on each side with other GI fitting wherever required. The GI pipes and fittings will be arranged by the contractor himself be provided from the balcony to manhole cover and ventilator.
 - D) Provision of 60x60 cm square for man hole with cover consisting of 45x45x6 mm aluminum angle frames and 3 mm thick aluminum sheet top suitable fittings, locking arrangements etc.
 - E) 90 cm wide RCC staircase from ground level to the balcony level and iron ladder from balcony to top of tank of proper shape as required to be constructed. Iron ladder should be made of 50x50x6 mm angle iron and 25 mm dia M.S. bars 20 cm distance and the width of the ladder being 27.5 cm.
 - F) Lightening conductor consisting of copper lightening arrester at the top of the tank with 25x1.5 mm aluminum strip up to 2.45 mtr below ground level, connected with 45x60 cm copper plate and earthling with charcoal and common salt as per DSR 2007 specifications.
 - G) 90 cm dia and 45 cm high ventilator consisting of 12 mt dia bars place at 11.5 cm/c./c. covered on top with 100 mm to 75 mm concrete slab and with 25x25 mm expanded metal and 24 gauge 6 mesh/cm.

H) The capacity of the SR and name of corporation etc. is to be painted on the body of the tank in liters. The vertical & horizontal pipes to be painted in three coats of approved colour or black Japan. The tenderers are requested to quote only the lump sum cost of complete construction of S

2. The grit and bajri shall be used from the approved quarry safe bearing capacity of the soil may be assumed as 10 tones/sqm at a depth of 2 mtr but foundation design shall be based on actual soil bearing capacity test. The above information is only of general nature and the contractor is advised to visit the site himself before actually quoting rates. In view of having visited the site, the contractor should sign the certificate as below:-

It is certified that I/We the tenderer(s) for the above work have visited the site and I/We have acquainted myself/ourselves with all conditions and problems regarding nature of work, soil conditions and problems regarding nature of work, soil conditions and accordingly I/We am/are quoting the rates in confirmation of the above facts and its stipulation of the other conditions as mentioned in the tender form.”

3. A detailed working drawing has to be submitted by the tenderer showing all details, dimensions, reinforcement material to be used specification used for mix of the in gradients. The tenderer may see the site plan of NSIC Exhibition Centre Complex Okhla industrial Estate New Delhi and its location where it is to be constructed. The tender shall only be accepted on own drawings and designs of the contractors.

4. **TEST FOR MATERIAL WORK:-**

The Engineer-In-Charge or his representative will carry out the test as and when considered necessary for the quality of work done and material used in the works and the contractor shall have to provide every facility in connection of these at his own cost. The steel used by the contractor should be tested and he shall produce the actual testing certificate to the Engineer-In-Charge without which the same will not be allowed to used for the purpose.

5. **TEST FOR WATER TIGHTNESS OF THE WORK:-**

The contractor shall be fully responsible for the water tightness of the tank, the tank shall be taken as water tight of the depression in water level after filling the tank of full supply level not more than 12.20 mm in 24 Hrs. and no leakages are observed.

6. The firm shall supply detailed working, drawing and design of RCC tank including foundation, Tank position, Domes & Dome ventilations etc. showing the detailed placement of reinforcement within a week of acceptance of receipt of tenders of their own design by the firm/contractor. The design /drawing shall be duly checked and verified by IIT or any other Govt. Engineering College at the cost of the Contractor. Thereafter the same shall be submitted to NSIC for approval. The tenders shall be considered finally accepted only after scrutiny of the submitted designs and drawings. In case the design required. Some changes as per directions of the Engineer-In-Charge same shall have to be incorporated by the firm/contractor. The tendered amount in case of changes required in design shall remain unaltered.

In addition to the above designs, following drawing shall also be supplied by the firm/contractor duly checked and verified by IIT or any other Govt. Engineering College

- A) Details of man hole cover rectangular light type hinged with locking arrangement
 - B) Details of working boxes for cement and other materials.
 - C) Any other drawing required by the corporation from time to time to be furnished without hampering progress of the work.
7. The complete work as specified here in shall be completed in all respects to the satisfaction of the Engineer-In-Charge and handed over to the corporation or the person nominated by the corporation within a period of four months from the date of written order to the contractor to commence the work.
- 7.1 The contractor's responsibility for construction or leakage shall not however cease till the maintenance period of one year from the date of completion of the work is over. Any defect notices or developed during this period shall be set right by the contractor at his own cost. If he fails to do so, the defects shall be got rectified by the corporation or through any other agency deputed by the corporation at the risk and cost of the contrac
8. The work shall be executed on the drawings and designs of the contractor approved by the corporation.
- 8.1. The contractor shall quote his offer based on his drawing and designs and he will submit the following particulars along with drawings without which his tender will be rejected:-
- (i) Outline drawing showing various important dimensions features and Scope of the work.
 - (ii) Depth of foundation proposed.
 - (iii) The soil-bearing capacity is enclosed for references.
 - (iv) Total quantity of steel required.
 - (v) Quantity of various concrete mixes.
- 8.2 Cement concrete to be used for constructing of various components of water tank shall be as per approved design and in confirmation with relevant IS codes amended up to date.
- 8.3 The items such as railing, ventilator and level indicator shall be as per specifications of tender.
- 8.4 The contractor will be fully responsible for safety structural stability and water tightness of the tank whenever tested and the testing shall be done by the corporation on the cost of contractor including cost of water & pumping machinery etc.
- 8.5 Supply & fixing all type of required vertical & horizontal CI double flanged pipes, sluice valves and other required specials shall be as per tender specifications and Indian Standard.

- 8.6 The concrete will be machine mixed with weigh batching control system only and vibrator shall also be used. Hand mixing concrete will not be allowed.
- 8.7 The rates should include all leads and lifts, centering shuttering and curing etc. No separate payment will be made for material transported from any store.
- 8.9 The minimum depth of foundation shall be as per approved design based on SBC tests.
- 8.10 Site must be seen by the contractor before tendering.
- 8.11. The tenderer are required to quote only in lump sum for this complete construction of the work including balcony and staircase with railing, water level indicator, ventilators, railing, supply & fixing of pipes, puddle collars etc. as per approved drawing.
- 8.12 **BREAK-UP OF RUNNING PAYMENT:**
- | | | |
|--------------|---|--------------|
| (i) | After completion of foundation up to Ground level | 15 % |
| (ii) | After completion of staging below ring beam. | : 25 % |
| (iii) | After completion of bottom dome, bottom ring beam: | 15 % |
| (iv) | After casting conical dome/vertical wall, balcony and staircase | 25 % |
| (v) | Supply & fixing of lightening arrester on railing and miscellaneous item work like S/F of CI pipes & etc. : | 10 % |
| (vi) | Testing of tank | : 10 % |
| Total | | 100 % |
- 8.13. All exposed surfaces will be rubbed down reasonably smooth.
- 8.14. The contractor should sign all the papers of the tender documents.
- 8.15. The SBC test shall be provided by the Corporation.
- 8.16. Tender accompanied with any of the vague conditions of not conforming to the principal conditions of financial implications as mentioned above will be rejected out right.
- 8.17. The seismic effects has to be considered in the design and all design shall confirm to the relevant latest and revised IS codes.
- 8.18. The design of the water tanks shall confirm to IS-3370 part (I-IV) latest revision and IS-456-2000 amended up to date etc. as applicable to RCC work
9. The work will be carried out as per detailed specifications of the CPWD/IS code with latest amendments.

- 9.1 The cement will not be issued by the NSIC . The contractor has to arrange tested quality of cement confirming to Indian Standard and ISI marked as per satisfactory by Engineer In-charge .
- 9.2 The water will be supplied by the NSIC free of cost .
- 9.3 In case of typographical errors the units and specifications will be governed by CPWD specifications.
- 9.4 The rates should be inclusive of all taxes, leads and lifts. No extra payments of either extra lead or lifts involved shall be made in any case.
- 9.5 The tender is liable to rejected for incorporation vague terms & conditions and if the contractor has left work in any industrial area.
- 9.6 All materilal and Concrete shall be tested in accordance with CPWD manual at the cost of the contractor.

General Manager (Works)

**Signature of the Contractor
with Full Name & Address**

SCHEDULE OF QUANTITIES

(Rate to be quoted by contractor)

S. No.	Particulars	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Construction of INTZ type RCC Over Head Tank as per latest IS code-456 and other relevant codes including complete design & drawings having capacity 40 Kilo litres and staging of 8 mt. with proper bracings, foundation, lightening conductor approved water proofing cement paint for outer surface of reservoir including pillars, bracings and plinth protection as per direction of engineer-in-charge. The work of plinth protection would be of RCC and cement concrete as directed by the engineer-in-charge. The cost for construction of RCC Over Head tank includes supply & fixing of all type of CI pipes class-B duly painted, CI specials like puddle collars/bends/duck foot bends, water level indicators rubber sheets and nut-bolts etc. for inlet, outlet, washout & overflow. The size of outlet to be provided in 2 nos. washout pipe would be-150 mm and size of inlet and overflow pipe-100 mm dia. The work includes testing for stability of structure & water tightness. All the CI fittings/special gaskets /joints/valves etc. should be ISI marked .	1- Job	Rs. per Litre		
				Total (Rs.)	

Total Rs. in words

I/We hereby agree to execute the above said work at rates mentioned as above

Signature of the Contractor with stamp

General Manager (Works)