

TENDER
FOR
RAISING HEIGHT OF EXISTING
COMPOUND WALL OF NTSC,
HYDERABAD



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
EXHIBITION-CUM MARKETING DEVELOPMENT BUSINESS PARK
KUSHAIGUDA, ECIL P.O., HYDERABAD 500062
Ph: 040-27121422, 27125802, Fax: 27122303.
Website: <http://www.nsic.co.in>

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(A Govt. of India Enterprise)
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KUSHAIGUDA, ECIL P.O., HYDERABAD 500062
Ph: 040-27121422, 27125802, Fax: 27122303.

Ref: NSIC/EMDBP(HYD)/Comp. wall/10-11

Date: 21-07-2010

M/s. _____

Sub: Raising height of existing compound wall of NTSC, at Kushaiguda Indl. Estate, Hyderabad.

Sir,

Tender documents in respect of the above mentioned works containing 21 pages as detailed on page 3 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the DGM, NSIC Ltd, ECIL Post, Kamala Nagar, Hyderabad- 62 up to 3.00 P.M. on 09-08-10.*

The Tender should be signed, 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 requisite form as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The bids of all the parties will be opened at 3.30 P.M. on 09-08-10.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract 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. 21 Pages

**DGM, NSIC Ltd,
EMDBP, Hyderabad**

Signature of the Contractor

**TENDER NOTICE FOR RAISING HEIGHT OF EXISTING COMPOUND WALL OF
NTSC, KUSHAIGUDA, HYDERABAD**

Ref: NSIC/EMDBP(HYD)/Comp. wall/10-11

Date: 21-07-10

Sealed item rates tender is hereby invited from the parties for carrying out the work as mentioned below:

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.	Raising height of existing compound wall and fixing barbed wire including removal of and stacking of serviceable materials and disposal of waste materials as details given in the enclosed BOQ	9.27	25,000/-	45 days	23-07-10 to 06-08-10	09-08-10 upto 3.00 PM

2. Blank tender documents (non-transferable) for above work shall be issued from 23-07-10 to 06-08-10 on working days from the address given below on payment of required tender fee of Rs. 500/- (Rupees five hundred only) (non-refundable) in form of DD/pay order/bankers cheque in favour of “The National Small Industries Corporation Ltd.”, payable at Hyderabad . The intending tenderers can also down load the complete tender documents available on the web site www.nsic.co.in and submit the same along with tender fee and requisite earnest money deposit by the due date.
3. Intending tenderers should have valid registration with EPF organization, Sales tax/Works Contract tax authorities.
4. The intending tenderers should have satisfactorily completed at least two works of similar nature and the value of 85% of estimated cost each during last 3 years.
5. Tender documents can be purchased from the office of the Deputy General Manager (Civil), Exhibition-Cum-Marketing Development Business Park Project, ECIL Post, Kamala Nagar, Hyderabad- 62, on all working days between 10.00 am to 5.00 pm except on holidays and Sundays, after payment of requisite tender cost as mentioned above.

6. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the “National Small Industries Corporation Ltd.” payable at Hyderabad from any Nationalized Bank will be submitted at the office of the Deputy General Manager (Civil), Exhibition-cum-Marketing Development Business Park Project, ECIL Post, Kamala Nagar, Hyderabad- 62, upto 3.00 P M on 09-08-10 and technical bid of the parties shall be opened on the same day i.e last date of submission at 3.30 PM. The tender without EMD shall be summarily rejected.
7. NSIC reserves the right to reject any or all the tender without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
9. The technical bid submitted by the parties shall be opened on the same day i.e last date of submission at 3.30 pm in the presence of tenderers. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed well in advance about the opening of their price bid.

DGM, NSIC Ltd,
EMDBP, Hyderabad

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISES)
NSIC –EMDBP, HYDERABAD**

Ref: NSIC/EMDBP(HYD)/Comp. wall/10-11

Date: 21-07-10

INDEX OF TENDER DOCUMENTS

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

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

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending tenderers may contact the **DGM (Civil), NSIC-EMDBP Project, ECIL Post, Kamala Nagar, Hyderabad- 62.**

3.0 SUBMISSION OF TENDER

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

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

ENVELOPE – I

(TECHNICAL BID)

Name of work :

Tender no. :

Due date & time of opening :

Addressed to : Deputy General Manager (Civil),
NSIC-EMDBP, ECIL Post,
Kamala Nagar, Hyderabad- 62

From:

Name & address of the tenderer

This envelope shall contain the following: -

EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at Hyderabad. Cheque will not be accepted.

Details of the two similar nature of works and minimum 85% of tendere value executed during last three years,

Valid registration with Sales Tax department for Work Contract Tax/VAT.

Partnership Deed in case of partnership firm and Articles of Association incase of limited Company.

Valid EPF registration No.

Power of Attorney in favour of person who has signed the tender documents. In case of company the authority is to be given under Board resolution.

ENVELOPE – II

(PRICE BID)

Name of work :
Tender no. :
Due date & time of opening :
Addressed to : Deputy General Manager (Civil),
NSIC-EMDBP, ECIL Post,
Kamala Nagar, Hyderabad- 62

From: Name & address of the tenderer

NOTE: This part shall contain the tender document, total price to be charged by the tenderers for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever and the conditional offers will be rejected.

4.0 QUALIFYING CRITERIA

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

- i) Details of two similar nature of works and 85% tender value executed during last three years.
- ii) Valid registration in Sales Tax Deptt. for Work Contract Tax/Vat or as per local state bye-laws.
- iii) Copy of Valid EPF registration No. certificate.

5.0 DEVIATIONS TO TENDER CLAUSES:

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

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. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of owner in writing, Corporation shall forfeit Earnest money paid by them along with their tender without giving any notice.

7.0 ACCEPTANCE / REJECTION OF TENDER

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

8.0 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.

9.0 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 may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

- 10.0 It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded he will have to enter into an agreement on proforma to be provided by the Corporation for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

DGM, NSIC Ltd,
EMDBP, Hyderabad

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 Bhawan, Okhla Industrial Estate, New Delhi – 110020 and shall include their legal representatives, successors and permitted assigns.

3. Definition

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
- e) The Engineer-in-charge means the Technical Officer of the Corporation, as the case may be who shall supervise and be the In-charge of the works.
- f) The Deputy General Manager (Civil) means the officer who holds the charge of that post in the Corporation at NSIC-EMDBP Project, Hyderabad during the currency of this agreement, to act on behalf of the Chairman of the NSIC Ltd.
- g) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Corporation issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NSIC in the tender and / or the contract / negotiated rates payable on completion of the works.
- i) The 'Final Sum' means the amount payable under the Contract by the Corporation to the Contractor for the full and entire execution and completion of works, in time.
- j) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the Corporation.

- k) A 'Week means seven days without regard to the number of hours worked or not worked in any day in a week.
- l) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

SCOPE AND PERFORMANCE

4. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

5. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

6. Discrepancies and Adjustment of Errors:

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

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

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

c) General Specifications.

- 6.1(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 6.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- 6.3 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules: -
- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
 - b) 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.
 - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

7. 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 a five percent (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 deposited shall be converted into initial security deposit.

b) Balance Security Deposit

Balance five per cent (5 %) will be recovered in installments through deductions @ 10% from each running account bill till the overall deducted security deposit reaches to 10% of value of tender. However, if the value of tender i.e. actual execution exceeds the accepted value of tender, further recoveries towards Security Deposit shall effect at ten per cent (Ten percent) of the value in excess of the accepted value of the Tender from running bills and final bill. Similarly, if the value as per actual execution is less than the excess deducted amount shall be refunded to the CONTRACTOR along with final bill.

- 8.1 **Refund of Security deposit:** One half of the 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.
- 8.2 On expiry of the Defects Liability Period Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- 8.3 No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the Corporation.

9. Time and Extension for Delay:

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by NSIC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 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. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

- 9.1 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. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.
- 9.2 If the work be delayed by
- (a) Force majeure or
 - (b) Abnormally bad weather or
 - (b) Serious loss or damage by fire, or
 - (c) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
 - (d) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or
 - (e) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

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.

- 9.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.
- 9.4 If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge.
- 10 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.

11 **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.

12. **MATERIALS**

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The contractor shall indemnify the Corporation, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
3. All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.

4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
 - i) Corporation's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
 - ii) All materials brought to the Site shall become and remain the property of the Corporation and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the Corporation. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the Corporation, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the corporation shall be entitled to recover or adjust any amount given as advance to the Contractor.

13. Labour laws and payment of wages to be complied:

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act,1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

14. Liquidated Damages for Delay

- 14.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.
- 14.2 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.

15 Defects Liability Period :

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

16. Contractor's Liability and Insurance

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 16.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
 - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 16.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

- 16.3 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 16.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Corporation-Contractors “All Risk Policy” and “Third Party” Insurance policy.
- 16.5 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer’s Liability Act, 1938 the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 16.6 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 16.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.
- 16.8 No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.
- 16.9 The contractor shall ensure that no materials/wastes/plant , equipments etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC will carry out the work at the contractor’s risk and cost after 7 days notice.
- 16.10 The contractor will have to make suitable arrangement at his own cost for facilitating movement of labour to work site and back. Facilities are to be given to labour as per statutory provision at no extra cost to NSIC.

17. **PAYMENTS:**

Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of NSIC. If Contractor intends to submit interim R.A Bills these should not be less than Rs 3.50 Lacs of the work executed. All other statutory deductions and Security deposit as applicable shall be effected from each running bills.

18. **MOBILISATION ADVANCE:**

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

19. **ARBITRATION AND LAWS**

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

The venue of Arbitration is at Hyderabad only.

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

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

DGM NSIC Ltd,

SIGNATURE OF THE CONTRACTOR

FORM OF TENDER

To

*DGM,
NSIC-EMDBP, ECIL Post, Kamala Nagar,
Hyderabad-62*

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 25,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of The National Small Industries Corporation Ltd., payable at Hyderabad. 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 authorised to sign the tender on behalf
of the (in block capitals).....

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

APPENDIX

Competent Authority	C.M.D. NSIC or his Authorised executives
1. Earnest money/Security deposit	
a) Estimated cost of the Works	Rs. 9.27 Lacs
b) Earnest money	Rs 25,000/- in the form of DD /Pay order in favour of “The National Small Industries Corporation Ltd.”, Payable at Hyderabad
c) Security Deposit	10% of the contract value.
2. Time allowed for execution of work	45 days
3. Authority competent to decide if “any other cause” of delay is beyond contractors control	CMD, NSIC or his authorised representative
4. Liquidated Damaged	0.5% (one half of one percent) per week subject to a Maximum 10% value of the contract
5. Defect Liability Period	12 months from the date of Completion of work.
6. Authority competent to reduce compensation	CMD NSIC or his authorized executive.

SPECIAL CONDITONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. All rates quoted by the bidders shall remain firm for the contract period/extended contract period.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall forfeit the earnest money deposited by him along with the tender.
6. The work has to be executed in accordance with the specification mentioned in the BOQ and in case of any discrepancy the CPWD specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
7. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testing charges shall be borne by the contractor.
8. All the civil works like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and nothing extra on this account shall be considered or paid.
9. The contractor shall be fully responsible for the any injury or damaged caused to the workmen deployed at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.
10. **All communication should be addressed to DGM (Civil), NSIC-EMDBP, ECIL Post, Kamala Nagar, Hyderabad- 62.**

BILL OF QUANTITIES

Sl No.	Description	Unit	Qty.	Rate (Rs)		Amount (Rs)
				In figure	In words	
1	Dismantling steel work in single sections including dismembering and stacking within 50 meters lead in: Channels, angles, tees and flats.	Kg	900			
2	Dismantling barbed wire or flexible wire rope in fencing including making rolles and stacking within 50 meters lead	Kg	302			
3	Dismantling RCC work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable materials within 50 mtr lead as per direction of Engioneer-In-Charge	Cum	32.5			
4	Brick work with FPS bricks of class designation 35 in superstructure above plinth level upto floor V level in all shapes and sizes in : cement mortar 1:6 (1 cement: 6 coarse sand)	Cum	119.5			
5	12 mm Cement plaster of mix 1: 6 (1 cment: 6 fine sand)	Sqm	704			
6	15 mm Cement plaster of mix 1: 6 (1 cment: 6 fine sand)	sqm	650			
7	Applying one coat of cement primer of approved brand and manufacture on wall surface: cement primer	Sqm	2327			
8	Finishing walls with water proofing cement paint of required shade, New work (Two or more coats applied @ 3.84 Kg/ 10sqm)	Sqm	2327			
9	Structural steel work in single section fixed with or without connecting plate including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	kg	1400			

10	Providing and laying cement concrete in retaining wall, return walls, walls (Any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping bed block, anchor blocks, plain window sills fillets etc. upto floor five level, excluding the cost of centering, shuttering and finishing 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal bore size)	Cum	28			
11	Centering and shuttering including strutting, propping etc. And removal of form work for : columns, piers, abutments, pillars, posts and struts	Sqm	180			
12	Providing and fixing barbed wire fencing with 2.50 mm line wire and 2.50mm thick barbed at 150 mm spacing including tying with MS wire, necessary overlaps etc.	Rmtr.	4100			
13	Purchasing of old MS angle removed from the compound wall including making necessary arrangement for weighing with all labour, POL etc. complete	Kg	900			
14	Purchasing of old barbed wire removed from the compound wall including making necessary arrangement for weighing with all labour, POL etc. complete	Kg	302			
					Total amount Rs	

Total amount in words: Rupees-----

Signature of the Contractor with seal