

**T E N D E R
FOR
HIRE CHARGES
FOR
SETTING UP OF NORTH EAST TRADE EXPO-2009
AT NSIC COMPLEX, OKHLA INDUSTRIAL ESTATE,
NEW DELHI**



ISO 9001 : 2008

NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
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**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA, NEW DELHI - 110 020**

Ref. No. : SIC/HO/WD/1(35)/09-10

Dated : 09.11.2009

M/s _____

**SUBJECT : Tender for Hire Charges for Setting up of North East Trade Expo -2009
from 4-14 December, 2009 at NSIC Complex, Okhla Industrial Estate,
New Delhi**

Dear Sir,

Tender documents in respect of the above mentioned work containing 33 pages as detailed on page 2 (Index) are forwarded herewith. Please note that sealed tender duly filled will be received in the office of Chief. General Manager (Works) on or before dated: 18.11.2009 upto 15.00 Hrs.

The tender should be signed, dated and witnessed in all pages wherever provided for in the document and also all other pages should be initialed.

The tender, if submitted on behalf of firm, must be signed either by all the partners or a person holding a valid power of attorney from the partners of the firm.

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 duly executed in his favour by person or all the partners of the firm and must state specifically that he is authorized to sign such tenders for and on behalf of other person or firm as the case may be, all such matters pertaining to the contract including arbitration clause.

Corporation reserve the right to split the work among one or more tenderers.

This letter shall form part of the "CONTRACT" and must be signed and returned alongwith the tender document.

Yours truly,

Chief General Manager (Works)

Encl :- Pages 33

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA, NEW DELHI - 20**

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NOTICE INVITING TENDER

Sealed item rate tenders are hereby invited under two bids system (Technical Bid & Price Bid) from experienced contractors of similar nature of works so as to reach Chief General Manager (Works) New Delhi upto **1500 hrs. on 18.11.2009.**

A	Name of work	:	Setting up of North East Trade Expo-2009 at NSIC Complex, Okhla Industrial Estate, New Delhi
B	Estimated Cost	:	Rs. 15.00 Lac
C	Earnest Money	:	Rs. 40,000/- (Rupees Forty Thousand only) by demand draft in favour of "The National Small Industries Corporation Ltd." payable at New Delhi)
D	Cost of Tender (Non-refundable)	:	Rs. 2,000/- (payable in cash/ DD in favour of "The National Small Industries Corporation Ltd." payable at New Delhi)
E	Time of Completion	:	4 Days
F	Last date of submission of completed tender document	:	18-11-2009 up to 03.00 P.M.
G	Date of Opening (Technical Bid Only)	:	18-11-2009 at 03.30 P.M.

1. The Blank Tender document (non transferable) will be issued from 9th of November, 2009 to 17th of November, 2009 from 10.00 A.M. to 5.00 P.M. on working days from the office of Chief General Manager (Works).
2. While applying for tender documents the intending tenderer shall furnish to the tender Issuing Authority proof of their experience in execution of at least two similar nature works of minimum value of Rs.7.50 lac each executed during the last three years.
3. The tender Issuing Authority reserves the right to refuse or issue the tender documents to any party without assigning any reason thereof.
4. The other terms and conditions applicable to this tender have been incorporated in the tender document.
5. Interested bidders may also download the tender document from NSIC website. However tender cost should be deposited in the form of DD in favour of "The National Small Industries Corporation Ltd." payable at New Delhi in addition to EMD while submitting their documents.
6. The tender not accompanied by tender cost (in case of downloaded tender document) and earnest money in the prescribed form shall be summarily rejected.
7. The Competent Authority reserves the rights to reject all or any tender wholly or partly without assigning any reason whatsoever.

CHIEF GENERAL MANAGER (WORKS)
NATIONAL SMALL INDUSTRIES CORPORATION LTD.

IV INSTRUCTION TO TENDERER

1. The tender shall be submitted in accordance with these instructions and any tender not conforming thereto is liable to be rejected. These Instructions shall form part of the Tender and the contract.
2. The tender documents will be issued to each tenderer comprising of these instructions, form of Tender with Appendix, General Conditions, Specifications, Drawings, Schedule of Quantities and the SPECIAL conditions, etc. of the above tender documents.
3. The Tender shall be filled in, signed with all particulars complete and submitted by the one duly authorised to do so. The Tenderer shall satisfy the Chief General Manager (Works) that he is competent and authorised to submit the tender and/or to enter into a legally binding contract with the Chief General Manager (Works) by furnishing documentary evidence in that respect.
4. The Tender shall be completed with all the documents set out in para 1 above and other documents set out in these instructions and else where in the tender documents.
5. The tenders shall be submitted in **TWO** separate sealed covers, superscribed with the name of work, due date of submission, in the following manner :-

Envelope -I- Technical Bid

Technical Bids in one sealed cover containing the forwarding letter of tender, demand draft for Rs 40,000/- drawn in favour of **“The National Small Industries Corporation Ltd.”** payable at **New Delhi** towards earnest money and details of similar works executed, works in hand including copies of completion certificate.

Envelope -II- Price Bid

One sealed cover containing the complete tender document including the priced Schedule of Quantities.

A CRITERIA FOR TECHNICALLY QUALIFYING THE BIDDER

Tenderer should submit following documents alongwith technical bid for their consideration:-

- (i) EMD in prescribed form and value.
- (ii) Copies of Work order & completion certificates for at least two works of similar nature each of value, not less than Rs 7.50 lac executed during the last three years.
- (iii) Copy of valid EPF registration of the party.
- (iv) Sufficient infrastructure to undertake this work. This will be inspected and recommended by a committee of NSIC officers after visiting the tenderers office, site / godown.

B Criteria for Award of work

The work shall be awarded to the bidder quoting the lowest bid value in the price bid subject to having qualified in the technical qualification criteria. Decision of the Corporation in this regard shall be final and binding upon all the bidders.

6. The tenderer shall enclose the duly filled up Annexure-III i.e. **“Details of available office infrastructure, Professional & Manpower and Experience of the Bidder for North East Trade Expo - 2009”** with supporting documents along with the **Technical Bid (Envelope -I)**.
7. The technical bid of all tenderers shall be opened on the specified date as mentioned in NIT, in the presence of the authorized representatives of the tenderers who choose to be present.
8. Price bids of technically qualified tenderers, shall be opened at a later date to be intimated separately to the qualified bidders.
9. In the event of discrepancy in the rates written in words and the figures, rates quoted in words will be considered.
10. No alternations shall be made in any of the tender documents supplied/ uploaded from the website. Tenderer by submission of this tender shall be deemed to have accepted the terms and conditions contained in the tender document.
11. This is an item rate measurement contract based on priced Schedule of Quantities. The items rates shall be valid for the entire duration of the contract (including maintenance or defect liability period). Tenderer shall note that the price and rates inserted in the Schedule of Quantities, are for the completed items of work as per description of the item and relevant technical specifications and inclusive of all cost and expenses whatsoever which may be required in and for the completion of the works described whether specifically mentioned or not, together with all general risks liabilities and obligations set forth or implied in the documents on which the tender is based. The Corporation will not be responsible or pay for any expenses or losses which may be incurred by any tenderer in the preparation and submission of the tender, or in any activity connected therewith.
12. As soon as the successful tenderer is apprised of the award of the contract to him, all future expenses and all taxes, etc. to be incurred by them/him shall be deemed to have covered by the prices quoted in the tender.
13. The tender shall be accompanied by Earnest Money of Rs. 40,000/- (Rupees Forty Thousand only) by Demand Draft in favour of “The National Small Industries Corporation Ltd.” payable at New Delhi. This earnest Money will be converted to Security Deposit for performance of the contract. In case the tenderer does not accept the offer, the Earnest Money deposited shall stand forfeited.
14. Any tenderer who may be in doubt about the meaning of any part of the tender documents shall at once notify the Chief General Manager (Works) requesting for written clarification thereof. Such clarification to the tender document shall be issued

to each tenderer who has purchased the tender document and such agenda shall become a part of the tender documents and be incorporated and returned with it.

15. All documents submitted with the tender shall be in the English Language. All dimensions shall be in metric units.
16. The tender shall remain valid for 90 days from the date of submission unless otherwise stipulated. Any tenderer withdrawing or amending his tender within this period shall have to forfeit his earnest money to the corporation.
17. Telegraphic or Tele fax Tenders will not be considered.
18. Before tendering, the Tenderer if required shall visit the site work, and in any case shall be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be deemed to have done so in order to acquaint himself with the nature of the site and the conditions in which the works are to be executed, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require etc. and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any misunderstanding or otherwise shall be allowed.
19. It will be obligatory on the part of the tenderer to sign documents for all the components and parts; and after the work is awarded, he will have to enter into an agreement at his own cost for work awarded, on Rs. 100/- (Rupees One Hundred Only) non-judicial stamp paper at his own cost within ten days from date of receipt of acceptance order or before the work is to be undertaken, as per Performa Annexed.
20. Successful tenderer is required to get the layout drawing of the exhibition approved from the Delhi Fire Services in accordance with the prevailing bye-laws of the said organization and required to undertake all steps including use of fire resistant materials and installation of adequate fire fighting measures to ensure that there is no mishap due to fire etc.
21. The total time allowed for the completion of the work, from the date of written order to commence the work, is 4 days but all works should be completed latest by 2nd of December, 2009.

For and Behalf of NSIC Ltd.,

Chief General Manager (Works)

SIGNATURE OF THE BIDDER

V FORM OF TENDER

The Chief General Manager (Works)
National Small Industries Corporation Ltd.,
NSIC Bhawan, Okhla Indl.Estate,
New Delhi – 110 020.

**Subject : Hire Charges for Setting up of North East Trade Expo -2009 from 4-14
December, 2009 at NSIC Complex, Okhla Industrial Estate, New Delhi**

Dear Sir,

HAVING EXAMINED AND PERUSED THE FOLLOWING DOCUMENTS

1	Notice Inviting Tender	
2	Instruction to Tenderer	
3	Form of Tender	
4	General Conditions of Contract	
5	Special conditions	
6	Preamble to Schedule of Quantities	
7	Schedule of Quantities	

We hereby submit our tender for this work. Our quoted rates are valid for a period of 90 days from the date of submission of tender. Should our tender be accepted I/We agree:

1. That a sum of Rs. 40,000/- (Rupees Forty Thousand only) forwarded as earnest money shall be retained by the corporation on account of the part of Security Deposit, to execute the works completely as referred to in the said documents and hand over the same in complete shape.
2. If our tender is accepted by you, we undertake to commence the work within 2 days from the date of issue of letter of award and upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
3. Unless and until a formal agreement is prepared and executed this tender together with your letter of award thereof shall constitute the bind contract between us and National Small Industries Corporation Ltd.
4. In the event of our failure to commence the works, stated above you shall be at liberty to forfeit our Earnest Money and Performance Guarantee if any.

5. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.

BIDDER'S SIGNATURE
With Seal

Enclosures:

1. Earnest Money of Rs. 40,000/- in prescribed form.

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
N.S.I.C.BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110 020**

VI GENERAL CONDITIONS OF CONTRACT

1.00 DEFINITIONS:

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the CMD or his Nominee and Contractor, together with the documents referred to therein including these conditions, the specifications designs, drawings, and instruction issued from time to time by the "Officer-in-charge" and all these documents taken together shall be complementary.
2. The "Site" shall mean the land and/or other places on, into or through which work is being executed under the contract or any adjacent land, path or street which be allotted or used for the purpose of carrying out the contract.
3. The "Contractor" shall mean the individual or firm or company, whether cooperated or not, undertaking the works and shall include the legal personal representative or such individual or the person comprising such firm of company and the permitted assignee of such individual or firm or company.
4. The CMD means the Chairman-cum-Managing Director of the National Small Industries Corporation Limited, N.S.I.C. Bhawan, Okhla Industrial Estate, New Delhi -20, and his successors.
5. The "Officer-in-charge" means the officer of the National Small Industries Corporation Ltd., as the case may be who shall supervise and be the In-charge of the Works
6. The Chief General Manager (Works) means the officer who holds the charge of that post during the currency of this agreement, to act on behalf of the Chairman of the National Small Industries Corporation Ltd.
7. "Corporation" means the National Small Industries Corporation Ltd. New Delhi.
8. The "Contract Sum" means the sum accepted, or the sum calculated in accordance with the prices accepted in the tender and/or the contract rates as payable on completion of the Works
9. The "Final Sum" means the amount payable under the contract by the corporation to the contractors for the full and entire execution and completion of Works
10. The "Date of Completion" is the date/dates for completion of the whole works, set out in the tender document, or any subsequent agreement amendment thereto.

11. "Deviation order" means any order given by Chief. General Manager (Works) to effect an alteration, addition deduction which does not radically affect the scope or nature of the contract.
12. "Provisional Sums" or Provisional Lump Sum" means Lump Sum included by the corporation in the tender document and represents the estimated value of work for which details are not available at the time of going to tender.
13. **CONTRACT DOCUMENTS:**
 - (a) The contract is confidential and must be strictly confined to the Contractor's own use (except so far as confined disclosure to sub-contractors or suppliers is necessary) and to the purpose of the contract.
 - (b) The Chief General Manager (Works) shall furnish to the contractor free of cost, one copy of the signed/accepted contract document. The contractor shall keep one copy of such document on the site and the Officer-in-Charge or his representative shall at all reasonable times, have access to them.
 - (c) All documents, copies thereof and extracts therefore furnished to the contractor shall be returned to the Officer-in-Charge on termination of the Contract.

2.00 INSTRUCTIONS AND NOTICES

- (i) Subject to as otherwise provided in this contract, all instructions & notices to be given on behalf of the Chief General Manager (Works) and all other actions to be taken on his behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Officer-in-Charge.
- (ii) All instructions, notices and communications, etc. under the contract shall be given in writing and if communicated by registered post to the last known place of business of the contractor shall be deemed to have been served on the date when in the ordinary course of post that would have been delivered to him.
- (iii) The contractor or his agent shall be in attendance at the Site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Officer-in-Charge may consider necessary. Orders given to the contractor's Agent shall be considered to have the same force as of they had been given to the contractor himself.
- (iv) The Officer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work and the contractor or his authorized representative shall confirm receipt of such instructions by signing the copy of letter.

3.00 TEMPORARY WORKSHOPS, STORE ETC.

1. The Contractor shall during the progress of the works provide, erect and maintain at his own expenses all necessary temporary workshops, stores, offices, etc. as required for the proper and efficient execution of these Works. The planning, setting and erection of these structures shall be as approved by the Chief General Manager (Works) and they shall at all times be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Chief General Manager (Works) at the contractor's expenses.
2. The contractor shall make his own arrangement for his labourers stay after working hours outside the office compound. The Chief General Manager (Works) will have no binding to provide any space for his labour camp.
3. The Contractor will not be permitted to enter (other than for inspection purpose) or take possession of the site until instructed to do so by the Officer-in-Charge. The portion of the site to be occupied by the contractor will be clearly defined and/or marked on the site plan and the contractor will on no account be allowed to extend his operations beyond these areas.
4. The Contractor shall provide if necessary and if required on the site all temporary access there to an alter, adapt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.
5. The Chief General Manager (Works) reserves the right of taking over, at any time any portion/position of the site which it may require and the contractor shall at his own expense clear portion forthwith.
6. Any officer authorised by the Chief General Manager (Works) shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

4.00 STORES AND MATERIALS

1. The contractor shall at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work if as may be required by officer-in-charge, who may reject materials not corresponding to both in quality and character with the approved samples.
2. If any materials belonging to the contractor is to be removed from the site of work he will take written permission from the officer-in-charge before removing the same.

5.00 CONTRACTOR'S SUPERVISION

The contractor shall either supervise the execution of the works or shall appoint a competent agent approved by the Chief General Manager (Works). If in the opinion of

Chief General Manager (Works) the contractor has himself not sufficient knowledge and experience to be capable of receiving instruction or cannot give his full attention to the works, the contractor shall, at his own expense, employ as his accredited agent or engineer approved by the Chief General Manager (Works). Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Chief General Manager (Works), Chief General Manager (Works) shall have full powers to suspend the execution of the works until such date a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the Works

6.00 REMOVAL OF WORKMAN

The contractor shall employ in and about the execution of the works only such persons who are skilled and experienced in their several trades and the Officer-in-Charge shall be at liberty to object and remove any person employed by the contractor or about the execution of the works who in the opinion of the Officer-in-charge misconduct himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without the permission of the Officer-in-charge. The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degrees required by the specifications and to the satisfaction of Officer-in-charge.

7.00 NUISANCE

The contractor will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the compound near the site and to the public generally and will ensure the sufficient protection of all stream and waterways pollution.

8.00 SAFETY CODE

The contractor shall at his own expense arrange for safety provisions or as required by the site-in-charge in respect of all labourer directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements or provide necessary facilities as aforesaid, the contractor shall be responsible for any happenings and injury to the workmen.

9.00 NOTICES AND FEES

The contractor shall give all notices required by any statutory provision or the regulations and/or bye-laws of any local authority and/or any service company or

authority affected by the works or with whose systems the same are or will be connected and he shall pay and indemnify the Chief General Manager (Works) against any fees, or charges demanded by law under such acts, regulations and/or in respect of the works and shall make and supply all drawings etc. required in a connection with any such notice.

10.00 PATENTS RIGHTS

The contractor shall fully indemnify the Chief General Manager (Works) or any agent, servant or employee of the corporation against any actions, claim or design rights, and shall pay royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims being made or action brought against the Chief General Manager (Works) or any agent, servant or employee of the corporation or Chief General Manager (Works) in respect of any such matters as aforesaid the contractor shall immediately be notified thereof provided that such indemnity shall not apply when such infringement has taken place in complying with specific direction issued by the Chief General Manager (Works) and the contractor shall pay any royalties payable in respect of any such use.

11.00 OCTROI AND OTHER DUTIES

All charges on account of the existing and revised Octroi i.e. terminal or Sales Tax, Royalties or Sales Tax on works contract if any and/or other duties on materials obtained for the works shall be borne by the contractor, no claim, whatsoever, shall be entertained by the corporation.

12.00 PLANT AND EQUIPMENT

Contractor shall at his own expense supply all tools, plants and equipment required for the execution of the contract.

13.00 SUB-CONTRACTS

The contractor shall not sublet any portion of the works under this contract without the prior written approval of the Tender Accepting Authority, i.e. Chief General Manager (Works).

14.00 PRIORITY OF AGREEMENT & OTHER CONTRACT DOCUMENTS AND DRAWINGS

All documents of the contract shall be taken as complementary and mutually explanatory of one another, and shall be read together and to be completed and in

agreement; but in case of any ambiguities or discrepancies the priority of documents shall prevail in the order stipulated below :

- (a) The contract agreement shall prevail over the letter of award of work.
- (b) The Letter of award of work shall prevail over the tender.
- (c) Special condition shall prevail over general conditions of contract.
- (d) Schedule of Quantities, description of items of work and preamble shall be read together with the specifications and the same shall prevail over contract drawing/amended execution drawings.
- (e) Between the two issues of the same documents revised or re- issued as of the later date shall prevail.

NOTE

- (a) All items in the schedule of quantities, specifications, contract drawings and the documents shall be interpreted in conformity with general conditions of contract as supplemented and/or modified by special conditions.
- (b) The contractor shall bring to the notice of the Chief General Manager (Works) any obvious error, omissions or discrepancies in the specifications, drawings or any part of the other documents and shall request clarification from the Chief General Manager (Works) whose decision shall be final, binding and conclusive on contractor. If any works are done incorrectly because of failure to obtain such clarifications from the Chief General Manager (Works), the contractor shall be responsible to rectify or to dismantle and re-execute such works at his own expense and no claim whatsoever shall be entertained by the corporation.

15.00 RATES

The quoted rates (hire charges) shall, include the mounting of booths, general decoration, placement, replacement, carpentry, moulding of panels, buntings and cost of all labour, tools, plants, hire charges, any materials testing charges, scaffolding, wastage, overlaps, royalties, taxes, making good of defects, site clearance and other services contingent upon the item of work as in accordance with terms of contract, equipment and transport which may be required in preparation for, in the full and entire execution and works and for successful completion of the stipulated defect liability period. Rates are fixed and any claim regarding escalation for any reason will not be considered.

16.00 SCHEDULE "A" - (SCHEDULE OF QUANTITIES)

Unless otherwise stated the schedule of quantities shall deemed to have been prepared in accordance with good practice and recognized principles and descriptions given therein shall be held to include wastage on material, carriage and cartage, carrying in return of empties, hoisting, setting, fitting, and fixing in position and all other labour or labour necessary in and for the full and entire execution and completion aforesaid. Any error in description or in quantity in Schedule "A" or any omission therefrom 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 the

specifications or from any of his obligations under the contract. The insertion of the name of any firm in the tender documents is for the purpose of obtaining "A" class of quality of materials, workmanship and the articles or materials so specified may be obtained from any other firm subject to the prior written approval of the Chief General Manager (Works).

17.00 DEVIATIONS

1. The quality mentioned in the schedule are approx. The Contractor shall not make any alternation, addition to or omission from the works as described in the tender documents except in pursuance of the written instructions of the Chief general Manager (Works).
2. The Chief General Manager (Works) may deviate, either by way of addition or deduction, deletion from the works described in Schedule "A". The value of all addition/deletion will be added to, or deducted from the contract sum. Whenever the Chief General Manager (Works) intends to exercise such right, this intention shall be communicated to the contractor by him in writing specifying the deviations which are to be made, the lump sum assessment or the proposed basis of payment, extra time allowed, if any, and the date for completion of the entire contract. Any objection by the contractor to any matter concerning the order shall be notified by him in writing to the Chief General Manager (Works) within seven days from the date of such order but under no circumstances shall progress of works be stopped (unless so ordered by the Chief General Manager (Works) owing to difference contractor will be deemed to have accepted the order and conditions stated therein.
3. To derive the rates payable for any deviated/extra/substituted/reduction/additional item of works ordered by the Officer-in-Charge, the contractor shall within seven days from the receipt of such orders, submit the Analysis of Rates based on the following priorities :-
 - a. 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 in the same rate.
 - b. 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.
 - c. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (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 Officer-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 Officer-in-Charge shall, within one month thereafter, after giving 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 Officer-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 Measurement Committee.

4. The Officer-in-charge will give his decision within seven days of its receipt provided that if the contractor is not satisfied with the decision of the Officer-in-charge, he shall be entitled to represent the matter to the Chief General Manager (Works) within seven days of the receipt of the decision of the Officer-in-Charge and the decision of the Chief General Manager (Works) thereon shall be final and conclusive.

18.00 URGENT WORKS

If any urgent work become necessary and the contractor is unable/unwilling at once to carry it out, the Officer-in-Charge may carry it from third party, if he may consider necessary. 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.

19.00 TIME SCHEDULE OF WORK COMPLETION

The time allowed for execution of the work is ten days, as specified in the schedule or the conditions; shall be essence of the contract. The Execution of the works shall commence from the date of handing over the site or 3 days from the Date of Award which ever is earlier. If the contractor commits default in commencing the execution of the works as aforesaid, corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and performance guarantee if any.

20.00 COMPENSATION FOR DELAY

If the Contractor fails to maintain the required progress to complete the work and clear the site on or before the date or extended date of completion, he shall, without prejudice to any other right or remedy of the Chief General Manager (Works) on account of such breach, pay as agreed compensation @ 3% of contract amount per day may be levied.

21.00 A SECURITY DEPOSIT

The person/persons whose tender(s) accepted (hereinafter called "The contractor") shall permit Chief General Manager (Works) to adjust the sum already deposited as Earnest Money towards Security Deposit and deduction @ 10% of gross value of work at the time of any payment as security money. Security deposit may be refunded to the contractor after expiry of the maintenance period by the Chief General Manager (Works) provided that the

contractor shall first have been paid the final bill and completed the work successfully in all respect. No interest will be payable on the Security Deposit.

21.00 B SECURITY FOR PERFORMANCE

The contractor shall furnish a Bank Guarantee of Rs. 4.00 lacs from a Nationalized / scheduled Bank located in Delhi region as per the given Performa at Annex –II towards the performance of contract. In the event of failure on the part of contractor to complete the work as per the relevant specification and time schedule and with in agreed line schedule or misbehave by any represents /performance of contractor the corporation reserve the right to in cash the same without any notice. Bank guarantee will be given back on successful completion of exhibition period by Chief General Manager (Works). Performance guarantee will be refunded on successful completion of work.

22.00 ADVANCES ON ACCOUNT OF RUNNING PAYMENT

The contractor may at an interval of not less than 5 days from the date of start of work may submit claim in duplicate for adhoc payment on account of work done and materials delivered in connection with the contract provided that the estimated value of work done is more than 75% of the total contract value. This payment shall be released on recommendation of officer in charge. Only one interim bill will be entertained.

- i) No works shall be paid for unless of good quality and fully in accordance with the specification.
- ii) The officer-in-charge may get the dirt and rubbish removed and the cost of such removal shall be deducted from the final bill.
- iii) Any sum due from the contractor on account of transporting stores or any such matter provided by the corporation shall be deducted from the first or next subsequent advance payments.
- iv) All payments due under this contract shall be made by means of a crossed cheque to the contractor's account only the after certification given by measurement committee.
- v) All statutory deduction as applicable will be made from the all payments including adhoc/running payment made to the contractor.

23.00 RECORD AND MEASUREMENT

- 1 The Officer-in-charge shall except as otherwise stated as certain and determine by measurement the value in accordance with the contract of work done in accordance herewith.
- 2 All works embracing more than one process shall be subject to examination and approval at each stage thereof.
- 3 Unless specially provided for otherwise in the contract, the method of measurement will be as per Indian Standard Method of Measurement of Building works I.S. 1200 and no

claims in respect of an alternative method as prevailing local practice will be entertained.

- 4 Any type of measurement shall be taken jointly by the measurement committee and by the contractor or his authorized representative and be recorded in the measurement book.
- 5 The contractor shall, without extra charge, provide assistance with every appliance, labour and other thing necessary for measurements. Measurements shall be signed and dated by both parties on each day on the site on completion of measurement.

24.00 PRICE VARIATION

Price and rates quoted by the bidder shall remain as firm for the complete work and for the entire duration of the contract. No claim for extra payment due to rise in rates of raw material, labour on any account or due to any reasons whatsoever shall be considered.

25.00 RECOVERY FROM CONTRACTOR

Whenever under the contract sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time therein after may become due to the contractor under the contract or under any other contract with the corporation from his Security Deposit or he shall pay the claim on demand.

26.00 CONTRACTOR'S LIABILITY AND INSURANCE

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 of or in consequence of the construction and maintenance of works and against all 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.

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 Contractor's "All Risk Policy" Insurance policy with the beneficiary as "The National Small Industries Corporation Ltd." and also insure against any damage, loss or injury which may occur to any property, (excluding that of the corporation but including the Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials.) or to any person (including any employee of the corporation) by or arising out of carrying out of the contract.

27.00 ARBITRATION

- 1 Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and to the quality of workmanship or materials used on the works or as to any other question, claim, right or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions orders or there conditions or otherwise concerning the work, for 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 of the National Small Industries corporation Limited, and if Chairman is unable or unwilling to act, as the sole arbitration, some other officer not below the rank of General Manager of the National Small Industries Corporation Limited will be appointed by the Chairman willing to act as such Arbitrator.
- 2 There will be no objection if the Arbitrator so appointed is an employee of the National Small Industries Corporation Limited, 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.
- 3 The Arbitrator to whom the matter is originally referred being unable to act for any reason, as aforesaid at the time of such transfer, vacation of officer or inability to act, Chairman shall appoint another person to act as Arbitrator in accordance with the terms of the Contract.
- 4 Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman 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.
5. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty thousand only) and above the Arbitrator shall give reasons for the award. Subject to as aforesaid the provisions of the Arbitration act. 1996, or any Statutory modification or re-enactment thereof and the rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
6. It is the 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 or each such dispute.
7. The Arbitrator (s) may from time to time with consent of the parties extend the time, for making and publishing the award.
8. The work under the contract shall if reasonably possible, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

9. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice both the parties fixing the date of the first hearing.
10. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
11. The venue of arbitration will be New Delhi as may be fixed by the Arbitrator at his sole discretion.
12. The award of the Arbitration shall be final conclusive and binding on all parties to this contract.

Chief General Manager (Works)

BIDDERR'S SIGNATURE

28.00 SPECIAL CONDITIONS

1. The Contractor shall provide for all materials, labour T & P, machinery, P.O.L; Water and Electricity required for execution of all items of Works
2. During working at site, some restrictions may be imposed by Officer-in-change/Security staff or 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.
3. The Contractor shall bear all incidental charge for cartage to site, local carriage, within the site, storage and safe custody of all materials at site for the proper storage of all materials, for their safety against damage due to sun, rains, dampness fire, theft etc.
4. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods, tornado, earth quakes or other natural calamity during the execution of work. He shall make good all such damage at his own cost; and no claim on this account will be entertained.
5. The Contractor shall follow the Provident Fund Act as prescribed by Regional Provident Fund Commissioner. In case of any default the contractor shall pay the compensation as imposed by R.P.F.C.
6. As per section 194-C of the Income Tax Act, 1996 and as per latest amendments deduction as applicable on the gross amount of a payment will be deducted from the running/final bill of the contractor towards Income-Tax.
7. The earnest money/security deposit performance security will be forfeited if the contractor fails to start the work within the stipulated time, which will be mentioned in the acceptance letter.
8. The contractor shall be responsible for maintenance and upkeep of the stand, structure and light including replacement of fused lamps during the tenure of the fair for which no extra payment shall be made.
9. Complete site marking (Stall, bare space and passage Area) in the Hall as per layout plan shall be contractor's responsibility.
10. The contractor shall get the layout drawing of the exhibition approved from the Delhi Fire Services in accordance with the prevailing bye-laws of the said organization and shall undertake all steps including use of fire resistant materials and installation of adequate fire fighting measures to ensure that there is no mishap due to fire etc.
11. The contractor shall be liable to make good any damage done to the property of the Corporation as per demand of our Corporation and the site will have to be cleared within 2 days of the close of the fair failing which penalty as prescribed by the Corporation will be paid by the Contractor.

12. All the materials used/supplied by the Contractor for the exhibition shall be purely on hire basis and shall be dismantled / removed and taken back after the completion of the exhibition. Delivery at site, installation, maintenance and removal of materials shall be done by the contractor at their own cost.
13. All communication should be addressed to Chief General Manager (Works), N.S.I.C. Ltd., Okhla Industrial Estate, New Delhi - 110 020.
14. Cancellation of contract in full or part

If the employer cancels / terminate the contract in full or in part on account of

- (a) Force Majeure
- (b) Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the corporation.

Chief General Manager (Works) without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Chief General Manager (Works) shall have power to cancel contract in full or in part.

In the event of any one or more of the above courses being adopted by the Chief General Manager (Works) the contractor, shall have no claim to compensation for any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contractor. In case the contract shall be cancelled under the provision aforesaid in full or in part, contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the officer-in-charge has certified in writing the performance of such work, and the value payable in respect thereof and shall only be entitled to be paid the value so certified.

Chief General Manager (Works)

BIDDER'S SIGNATURE

29.00 PREAMBLE TO SCHEDULE OF QUANTITIES

- (i) The Schedule of quantities should be read with all the other sections of this tender. All the items of work mentioned in the Schedule of quantities and covered by this contract shall be carried out as per the drawings, specifications and direction of the Officer-in-charge and include all labour, materials, tools and plants and testing if any, all insurance liabilities, all octori, royalties, taxes and contractor's profit and overheads etc. required to complete the job and all obligations set or implied in the contract.
- (ii) The Contractor shall be deemed to have studied the drawings, specification and details of work to be done within the time schedule and to have acquainted himself of the conditions prevailing at site.
- (iii) All works, item wise, shall be measured upon completion and paid for at the rates quoted and accepted. The rates quoted shall be for execution of works at all heights and depths and read without any extra charges unless specified otherwise in the items in schedule of quantities.
- (iv) The rates must be quoted in words & figures and amount in figures only. In event of discrepancy in rate quoted in figures and words, the rates in words will have priority and binding and amount column will be amended to fall in the line with the rates written in words. In the event of error occurring in the amount columns as result of wrong insertion of rate and quantity, the rate will be regarded as firm amount shall be corrected on the basis of rate. All errors in total in the amount column and in carrying forward total shall be corrected.
- (v) The Corporation reserves the right to order at any time for any item or group of work, or split the work between two or more sub-contractors if necessary. Such step shall not constitute a breach of the contract.
- (vi) The rates given in the schedule of quantities shall remain firm for the entire duration of this contract and shall not be revised or increased.
- (vii) The work shall be carried out as per specifications given in the schedule of items. In case specification for any particular item is not stated the relevant C.P.W.D. specification shall be applied with latest correction slip issued.

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI - 110 020**

Schedule "A"

IX SCHEDULE OF QUANTITIES

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
1	<p>Construction of Stall to be built with prefabricated newly powder-coated aluminum Octonorm system. Each stall to be provided with as per details below :-</p> <p>a) Walls of laminated panels of white/ off white shade on both faces, in excellent conditions without scratches & marks as approved by officer in-charge.</p> <p>b) Floor covering with New Synthetic Carpet (Unitech or equivalent) including maintenance for the fair period.(Colours to be approved by officer in charge).</p> <p>c) Facia of required size for exhibitors name and NSIC secretariat etc. with self-adhesive cut out letters calligraphy size 4" on each stall. In case of corner stalls / stall having more than one facia, the facia is to be written on all the sides, no extra claim for the same will be payable.</p> <p>d) Furniture, light fittings and other items in stalls would be as below:</p> <ul style="list-style-type: none"> • Area upto 6 Sqm- 4 spot lights, 1 counter, 2 chairs, 1 power point 5/15 Amps, 1 waste basket. • Area upto 9 Sqm-5 spot lights, 1 counter, 2 chairs, 1 power point 5/15 Amps, 1 waste basket. • Area upto 12 Sqm- 7 spot lights, 2 counter, 3 chairs, 1 power point 5/15 Amps, 1 waste basket. • Area upto 15 Sqm- 7 spot lights, 2 counter, 4 chairs, 1 power point 5/15 Amps, 1 waste basket. • Area upto 18 Sqm- 8 spot lights, 3 counters, 4 chairs, 2 power points 5/15 Amps, 2 waste basket. 	972	Sq. m.			

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
	Note: <ul style="list-style-type: none"> For stall beyond 18 Sqm size, additional 1 spot light and 1 chair shall be provided for every additional 3 Sqm space or part thereof. One additional table/counter shall be provided for every additional space of 6 Sqm or part thereof but more than 3 Sqm. Only carpet area of stalls will be measured All electrical works shall be carried out as per standards of Indian Electricity rules. 					
2	Providing and Fixing of 5/6mm thick glass sheet in Octonorm system with laminated sheet of 2' height from the bottom to maintain the transparency between the stalls wherever required. No extra payment for cutting of glass sheets/laminated sheet will be considered wherever required.	25	Nos.			
3	Green net cartpeting as per approved quality and direction of Engineer in charge	700	Sqm			
4	Floor covering with New Synthetic Carpet (Unitech or equivalent) passage, Secretariat, Stairs and Theme area in the Hall, colours to be got approved from NSIC with laying charges including maintenance thereof throughout the fair period. Border of different colour carpet of above specifications may be provided in Secretariat/Theme area and passage leading from Reception to theme area and also in entire flooring. Different colors may be used at different locations as approved by the officer in charge.	1180	Sqm.			

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
5	Single / three phase power wiring in stalls for live demonstration of machine wherever required, general lighting inside the hangers and exhibition campus etc.as per Indian Electricity Rules. (Applicable for additional light / power points over and above as indicated in S.No. 1 above) including all panels, switches, starters and cable as required at site. Load of 1 KW and above will only be considered.	250	KW			
6	Construction of Entry Gate The entry gate should be made of the wood/ ply boards and reflecting color / paint shall be used for better look and decoration. Model of the gate should be submitted by contractor and got approved from the officer in charge before start of work.	2	Each			
7	Arrangement for upkeep (cleaning, washing etc.) of the stalls, approach / passages and Toilets in neat and clean condition for the fair period & removal of garbages , thrice a day from 03.12.2009 till the completion of the exhibition i.e. 14.12.2009. Provision of hand wash soap, air-freshner and other essential materials to keep the toilets in hygenic condition at all times during the entire exhibition period.	L.S.	L.S.			
8	Supply and placement on hire basis healthy Evergreen small plants like cholhel assaragus, ferns, treadescancies, in neat and clean flower pots, well painted.	1000	Nos.			
9	Providing and fixing of Display Boards, Murals and backdrop etc. inside/ outside the hangers with digital flex printing on vinyl sheets mounted on M S tubular section of required sizes, as per approved shade and design by the Officer-In-Charge.	300	Sqm.			

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
10	PA system with operator for full duration of the fair in the NSIC Exhibition Complex	L.S.	L.S.			
11	Additional horns (loud speakers) installed along the boundary wall of NSIC Complex at different locations with playback arrangements of Audio CD/ MP3.	8	each			
12	Kanat (of standard height) fixing with heavy fabric in approved shade duly supported with MS pipe and other accessories as per the direction of Engineer in Charge	50	Running metre			
13	Food Court canopy (water proof) as per the direction of Engineer in Charge	32	Sqm			
14	2.40 m high barricading/ fencing along the periphery of the Exhibition Space using MS sheets and steel sections/ ballis duly covered with fabric of approved shade from one side as per direction of Engineer in charge	180	Running metre			
15	Providing and fixing of 400 W/ 500 W Metal Halide lights on hire for lighting entire complex of the fair (inside and outside the hangers) in all directions of the complex, in addition to the general lighting arrangement of NSIC.	100	Nos.			
16	Fire Extinguishers power type. A B C type of each 5 K g with pressure guage system	50	Nos			

S.No	DESCRIPTION	Approx Qty.	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
17	Installation of hanger superstructure made of Aluminium tubular sections in inverted "V"/ "D" shape with knee height of 4 m (approx.) and other accessories complete in all respect with water proofing and fire retardant sheet covering on the sides and roof. The hanger along with the covering should have enough strength to withstand wind load upto 90 kmph and other site conditions.	2800	Sqm			
18	Supply of bouquet of good quality as and when requirement basis.	15	Nos.			
			Total			

1. All the rates quoted above by the bidder shall be inclusive of all taxes.
2. All Payments will be on actual measurement basis.
3. All materials, furniture, equipment etc on hire basis complete with fixing / installation and removing the same. Rates applicable for the entire exhibition period.
4. Wherever required, contractor will have to provide Half Panels for installation of stall/Translites etc. and any claim will not be considered for cutting of ply, glass sheet or aluminium section etc.
5. For any work which has not been completed as per specification whatsoever the reasons, necessary deduction will be made accordingly. No extra item shall be executed without written approval of officer in charge.
6. Layout plan of stalls to be fabricated is enclosed.
7. All items /fixtures will be approved by officer in charge before fixing. All the replacement of items (if any) will be made at the risk and cost of the contractor.
8. Pre-Bid meeting will be held on 17th November 2009 at 3.00 P.M. in the office of C.G.M. (Works)

Signature of Contractor

Performa of Agreement

This indenture is made on the _____ Day of _____ 2009 between the National Small Industries Corporation Limited, a company incorporated under the Indian Companies Act.,1956 and having its registered office at "NSIC Bhawan", Okhla Industrial Estate, New Delhi 110 020 (hereinafter called "The Corporation" which expression shall mean where context so admits, include its successors and assignees of the one part and, concern hereinafter called the "Contractor" which expression shall mean where context so admits, include their respective heirs, executors, administrators and representatives of the other part and carrying in business under the name and style of _____whereas the Corporation requires for execution of work i.e. Hire charges for Setting Up of North East Trade Expo – 2009 at NSIC Complex, Okhla Industrial Estate, New Delhi for North East Trade Expo – 2009, hereinafter called the said work more particularly described in the tender notice released in the Newspaper on hereto annexed as Annexure "A". The Corporation has made the necessary drawings & specification & schedule of rate & quantity, which are described and incorporated in the tender and forms the part of the tender comprising of pages as delivered by the said contractor to the said corporation on hereto and collectively annexed to tender & marked as Annexure "B". The contractor submitted their revised offer dated _____ which hereto annexed as Annexure "C". And where the Corporation has accepted the said tender i.e. Annexure "B" & "C" through the letter of Intent dated as Annexure "D" and confirmed by the Corporation vide its work order date as Annexure "E". The Contractor had accepted the corporation work order on as Annexure "F". & Bank Guarantee submitted by the contractor as Annexure "G".

Now this indenture witness as follow.

1. In consideration of the covenant, for the payment by and on behalf of the said corporation, hereinafter contained, the contractors hereby convenient with the corporation that they will supply all necessary materials and execute and complete construction in a thoroughly sound and workman like manner and after words maintain it for the requisite period as stated in the said conditions and conditions hereto attached as well as mentioned in the Annexure which have been fully read over and understood by the contractor and signed in token of acceptance.
2. In consideration of the covenant by the contractor hereinafter contained, the said, "Corporation" hereby convenient with the contractor to pay to him for the execution, completion and maintenance of the work as aforesaid according to the rates given in the schedule of rates as given in tender and hereto attached and at the time and in the manner and subject to the additions and deductions set out, in the annexure "B" to "E".
3. It is hereby agreed and declared that all the provisions of the said conditions, drawings, specifications, and schedule of rates given in contractor's tender and other documents annexed as Annexure and schedule of work, tender acceptance letter shall be as binding

upon the contractor and upon the same corporation as if the same had been repeated herein and shall be read as part of those presents.

4. Except where otherwise provided for in the contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, orders or their 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 the abandonment thereof shall be decided in accordance with clause page to of the General Terms and Conditions of the contract as contained in the tender hereto annexed as Annexure "B".
5. The performance Bank Guarantee will be invoked if the work is not executed in time or is not-as per satisfaction of the NSIC Ltd., New Delhi.
6. The Venue of arbitration shall be at Delhi and Courts at Delhi alone shall have the jurisdiction.

In witness where of the parties here to have affixed their signature.

**Signature of the Contractor :
Limited**

**for and on behalf of the
National Small Industries Corporation**

Dated :

Dated :

Witness :

Witness :

1.

1.

2.

2.

Proforma of Bank Guarantee

To

The National Small Industries Corporation Ltd.,
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi - 110 020.

In consideration of National Small Industries Corporation Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110 020 (hereinafter called the Corporation) having at our request to accept bank guarantee by way of performance guarantee from M/s.

(hereinafter called contractor) for ‘North East Trade Expo - 2009’. We i.e. (Bank) do hereby undertake to indemnify and keep indemnified The National Small Industries Corporation Ltd.,, to the extent of Rs. 4,00,000/- (Rupees Four Lakhs only) against any loss caused to or suffered by The National Small Industries Corporation Ltd., due to Non-execution of works by M/s.

(Contractors) pertaining to North East Trade Expo – 2009 at NSIC Complex, Okhla Industrial Estate, New Delhi

We (Bank) _____, undertake not to revoke this guarantee during its currency except with the previous consent of The National Small Industries Corporation Ltd.

Notwithstanding anything contained hereinafter, our liability under this guarantee is restricted to Rs. 4,00,000/- (Rupees Four Lakhs only) in the aggregate and it will remain in force till 31.12.2009 unless a claim or demand in writing is made against us under this guarantee before the 31st day of December, 2009 all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Signature & Stamp of Banker.

Annexure -III

Details of available office infrastructure, Professional & Manpower and Experience of the Bidder for “North East Trade Expo - 2009”

S.No.	Criteria	Details of facilities/infrastructure available
1.	Office Infrastructure i) No. of computers ii) Software iii) Coloured printer/scanner plotters Materials available in the godown i) Quantity (In sqm of stall area) ii) Quality	
2.	Professional and manpower a. No. of architects b. No. of engineers c. Technical Staff	
3.	Experience a. Year of establishment b. No. of exhibitions completed for the last 5 years for the amount more than Rs.10 lacs each. c. Total order value (approx.) of the exhibitions completed in last 5 years for the amount more than Rs.10 lacs each	

Note:

- 1. The duly filled up Annexure III to be enclosed with the Technical Bid.**
- 2. Supporting documents duly certified should also be submitted alongwith the technical bid. In the absence of supporting documents the credentials / infrastructure mentioned above shall not be considered.**