

**TENDER
FOR
SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF 04 Nos PVC WATER
TANKS INCLUDING ASSOCIATED FITTINGS
AND CONNECTIONS OF FIRE PROTECTION
SYSTEM INSTALLED
AT
NSIC STP COMPLEX
OKHLA INDUSTRIAL ESTATE
NEW DELHI -110020**



ISO 9001:2008

**THE NATIONAL SMALL INDUSTRIES CORPORATION
LTD.**

***(A Government of India Enterprise)*
Okhla Industrial Estate
New Delhi-110020**

**Website: <http://www.nsic.co>. THE NATIONAL SMALL INDUSTRIES
CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISES)
Okhla Industrial Estate New Delhi-110020**

SIC/HO/ADMN/STP/FIRE ALARM/1(12)/06-10

Dt: 07-05-2014

M/s.

Sub: Supply, Installation, Testing and Commissioning of 04 Nos PVC Water tanks including associated fittings and connection of fire protection system installed at NSIC STP Building, Okhla, New Delhi-110020.

Sir,

Tender documents in respect of the above mentioned works containing 31 pages as detailed on page 6 (Index) are forwarded herewith. ***Please note that tender is to be issued in the office of the CGM (Works/Estate) NSIC Ltd., NSIC Bhawan Okhla Industrial Estate New Delhi-110020 upto 26-05-2014, 3.00 P.M.***

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

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at 4.00 P.M. on 27-05-2014.

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

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

Yours faithfully

CGM (Works/Estate)

Signature of the Contractor with stamp

Tender for SITC of 04 nos PVC Water tank including all fittings and connection of fire protection system” installed at NSIC-STP building, Okhla, N.D-110020

Ref No- SIC/HO/ADMN/STP/FIRE ALARM/1(12)/06-10

Dt: 07-05-2014

Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. from experienced Contractors/dealers/suppliers/manufactures

S No	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Comp-letion Time	Issue of Blank Tender Document	Last Date for submission of Tender
1	SITC of 04 nos PVC Water tank including all fittings and connections of fire protection system” installed at NSIC STP, Okhla Industrial Estate, New Delhi -20	2.40 Lacs	5000/-	45 days	From 07-05-2014 to 26-05-2014	27-05-2014 Up to 3.00 PM

1. Blank tender documents (non-transferable) for above work shall be issued from 07-05-2014 to 26-05-2014 on working days from the address given below on payment of required tender fee of Rs. 500/- (Rupees Five Hundred only) (non-refundable) in cash/DD/Bankers Cheque in favour of “NSIC Ltd.”, payable at New Delhi. The bidders may also download the tender documents from the website www.nsic.co.in. However a separate demand draft/bankers cheque of Rs 500/- from any nationalized bank in favour of NSIC Ltd. payable at New Delhi is to be enclosed along-with the tender towards the cost of tender documents.

2. The tenderers should have completed at least two works of similar nature and minimum value of Rs.2.00 Lakhs each in their name, during the last five years. Photocopies of the completion certificates/awards letters should be submitted along with the tenders.
3. The tenderers should have experience of similar nature of work. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization / MNC shall also be accepted. In case of certificates issued by the private party, copies of TDS should also be enclosed.
4. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax /sales tax/ VAT/TIN as applicable.
5. The tender issuing authority reserves the right to issue or refuse to issue the tender document to any party without assigning any reason.
6. Tenders not accompanied by Earnest Money Deposit and tender cost in the prescribed form shall be summarily rejected.
7. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

CGM (Works/Estate)

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

Ref: - SIC/HO/ADMN/STP/FIRE ALARM/1(12)/06-10

Dt: 07-05-2014

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THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020

INSTRUCTION TO THE TENDERERS

The Tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected.

These instructions shall form part of the tender and contract.

1. The intending Tenderer shall be either Original Equipment Manufacturers/authorized dealer/distributor/contractors.
2. The Tenderer are free to inspect the installation location in the premises of NSIC, Okhla Industrial Estate, Phase-III, New Delhi before submitting the quotes.
3. The person signing the tender form or any other documents forming part of the contract on behalf of the Tenderer shall be deemed to have authority and shall be binding upon the tenderer. If subsequently comes to light that the person so signed had no authority to do so, The CGM (Works/Estate) may without prejudice to any other civil & criminal remedies cancel the contract or the tender and hold the Tenderer liable for all costs, charges and damages.
4. The tender must be placed in a properly sealed envelope addressed to CGM (Works/Estate), NSIC Bhawan, Okhla Industrial Estate, New Delhi.
5. The envelope must be super scribed "***Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 04 Nos PVC WATER TANKS WITH ASSOICATED FITTINGS AND CONNECTIONS OF FIRE PROTECTION SYSTEM INSTALLED AT NSIC STP BUILDING, OKHLA, NEW DELHI***". The tender should reach the office of CGM (Works/Estate), NSIC-LTD, NSIC Bhawan, Okhla Industrial Estate, Ph-III, New Delhi by 27th May 2014 up to 1500 hours.

6. The tenders will be opened at NSIC Bhawan on 27th May 2014 at 16:00 Hours (4.00 p.m). The Tenderer or their authorized representative (One person only) may be present at the time of opening of the tender.
7. The tender shall be completed in all respect and should be signed with date by the Authorized Signatory of Tenderer on all the pages of technical documents. Also the company stamp shall be placed under the signature of person on each and every page of tender document.
8. All the columns of the tender shall be duly and properly filled in. The rates and units shall not be overwritten. The rates shall always be both in figures and words.
9. CGM (Works/Estate) reserves the right to reject any tender/ bid wholly or partly without assigning any reason.
10. Nothing extra shall be paid on account of any discrepancy in nomenclature of items. The Tenderer shall seek clarifications if any before submitting the tender.
11. While submitting the tender, any of the prescribed conditions are not fulfilled or incomplete in any form, the tender is liable to be rejected. If any Tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
12. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
13. The Earnest Money deposit of Rs. 5,000 (Five Thousand Only) by way of DD drawn in favor of "**National Small Industries Corporation Ltd.**" Payable at New Delhi" shall be submitted with tender document. No Cheque or cash towards Earnest Money deposit shall be accepted. The offers without Earnest Money Deposit will be rejected.

14. NSIC LTD has right to verify the particulars furnished by the bidder independently.
15. The tender shall be valid for a period of 120 days from the date of opening of tender. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender which are not acceptable to the NSIC, then the NSIC shall, without prejudice to any other rights or remedy, be at liberty to forfeit his EMD.
16. The material shall be inspected on receipt at destination, i.e. NSIC-STBP Complex, Okhla Industrial Estate, Ph-III, New Delhi and supplier shall be responsible for any damage during the transit of goods.
17. Complete tender document is available on our website www.nsic.co.in. Any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.
18. All the communication with respect to the tender shall be addressed to:

**CGM (Works/Estate),
NSIC- LTD, NSIC Bhawan,
Okhla Industrial Estate,
Phase-III, New Delhi-110020**
19. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Delhi Court only.
We hereby confirm our acceptance to the instructions (S.No-1 to 19 above) as given above.

Tenderer's Name & Signature with seal

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE,
NEW DELHI - 110020**

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Corporation shall mean ‘The National Small Industries Corporation Ltd. (A Government of India Enterprise) ‘NSIC Ltd., NSIC Bhawan , Okhla Industrial Estate, New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.
3. The tender received within the stipulated date and time will be opened at the office of CGM (Works/Estate), NSIC-LTD, NSIC Bhawan, Okhla Industrial Estate, Phase-III, New Delhi, in the presence of intending tenderers, on the date and time mentioned in the Notice Inviting Tender.
4. Tenders received in open covers / letters / fax / telegram / email will not be entertained. The tenders received after the stipulated date and time or received without the requisite EMD or received with conditions will not be accepted. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alternations in the conditions specified will be rejected.
5. **Validity of tender:**
 - a) The tender shall be valid for a period of 120 days from the date of opening of tender. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender which are not acceptable to the NSIC, then the NSIC shall, without prejudice to any other rights or remedy, be at liberty to forfeit his EMD.
 - b) Should the Tenderer for any reason withdraw the tender after it is accepted or fails to execute the orders within stipulated period, the NSIC shall be at liberty to cancel the order forthwith. The EMD of the

tenderers in such a case will be forfeited by the Corporation. Further the NSIC shall have the right to execute the work at the tenderer's risk and cost.

- c) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.
- d) The successful Tenderer shall, within a week from the date of receipt of communication of acceptance of tender, intimate his acceptance of the order. The successful Tenderer shall complete the work strictly as per the stipulated time.

6. Contract Documents:

The Contractor shall be provided, free of charge, one certified true copy of the Contract Documents. He shall keep this Documents on the Site in good order in all respect.

7. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, taxes tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works in all respect.

8. Inspection of Site:

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

9. 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 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.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

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

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

10. Earnest Money Deposit:

- a) An EMD of Rs 5,000/- shall be paid along with the tender by way of DD/Pay order drawn in favour of the “**National Small Industries Corporation Ltd**” payable at **New Delhi**.
- b) Non furnishing of EMD at prescribed rate alongwith the tender or by claiming exemption will attract to rejection of the tender.
- c) NSIC shall not be liable for payment of any interest on EMD or any depreciation thereof.
- d) Any request by the bidders to consider their EMD furnished by them to NSIC for any other contract/tender cannot be considered as EMD for this tender. Hence the bidders have to invariably furnish the required EMD for this tender.
- e) The EMD will be returned to the unsuccessful bidders soon after the orders are placed on the successful bidder/s.

f) In case of successful bidder, the EMD will be converted as part of Security Deposit (SD) for due performance of the contract.

g) The EMD/SD will be forfeited in the following cases:

I. If the bidder fails to accept the order based on his offer (bid) and/or fails to agree to enter into contract within the prescribed time.

II. If the bidder fails to execute the work of supply, installation, testing and commissioning of 04 Nos PVC water tanks including associated fittings on issuance of work order by the NSIC.

III. If the bidder delays execution of work beyond a reasonable time.

11. 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:

The earnest money deposited shall be converted into initial security deposit.

b). Balance Security Deposit

Balance security deposit will be deducted from the final bill after adjustment of EMD up to 10% of total accepted tender cost.

11.1 All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.

11.2 Refund *of Security deposit*: Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months.

11.3 No interest shall be payable to the contractor on the Security Deposit furnished/ recovered from the contractor, by the Corporation.

12. Deviations/Variations Extent and Pricing

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

The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

13. Deviation, Extra Items and Pricing Rates for Extra/ Additional Items

- i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate.

- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i), and (ii) above, the contractor shall, within 7 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within fifteen days thereafter, give due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) shall be final. Payment of such items shall be made accordingly.

14.0 Time and Extension for Delay:

14.1 The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, which ever is earlier.

14.2 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works.

14.3 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or

- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (e) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or
- (f) Any other cause, which, in the absolute discretion of the authority mentioned in Appendix, is beyond the Contractor's control;

14.4 Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

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

16 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.

17 MATERIALS

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

18 Labour:

a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

b.) All the workers or employees deployed by the contractors shall consider the employees of contractor and corporation shall not have any liability what so ever in nature in regard to such workers/employees.

c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

d.) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.

e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

f) The Contractor shall indemnify and keep indemnified the Corporation against:

i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.

ii) Any claim arising out of loss/ damage to the workmen engaged by the Contractor during execution of the work.

iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI Regulations etc.

19 Inspections and Approval:

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

20 Liquidated Damages for Delay

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

21 Instruction and Notices:

21.1 Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

21.2 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

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

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

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

22 Cancellation of Contract in Full or in Part:

If the Contractor:

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

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

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, cabins or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

24 Urgent Works:

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

25 VALUATIONS AND PAYMENT:

25.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.

- 25.2 All items having a financial value shall be entered in Measurement Book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the contract.
- 25.3 Payments against running bills may be released subject to value of work executed and measured being not less than Rs. 2.00 lac.
- 25.4 Payment will be made on actual measurement basis as carried out at the site. The quantities given in the schedule of quantities are only approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge, for which no extra claim over and above the tender rate will be considered. For releasing the payment up-to accepted tender amount the CGM (Works/Estate) is the approving authority.
- 25.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. In regard to measurement, variation; the decision taken by the Engineer-in-charge shall be final.

No escalation will be paid even in extended period, if any.

All measurements shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item object to and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

- 25.6. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

26 Methods of Measurement:

Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed

to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

27 Income Tax/WCT/VAT

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

28 Carrying out part work at risk & cost of contractor

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

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

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

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of

the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provision of the contract.

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

29. Guarantee:

The tenderer shall extend unconditional guarantee that the Material supplied and work executed shall:-

- a. Be in satisfactory condition and free from all defects including defects arising out of inferior materials faulty and inferior workmanship.
- b. Be of highest quality and fit for the purpose for which they are intended.
- c. Strictly comply with Technical Specifications.
- d. Wherever defects are found in goods within a period of 12 months from the date of supply, the supplier shall bear all costs including freight and the replacement of the defective goods, without any cost to NSIC.

30 ARBITRATION AND LAWS

Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or

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

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

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

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

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

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

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

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

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

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

CGM (Works/Estate)

SIGNATURE OF THE CONTRACTOR

FORM OF TENDER

To

CGM (Works/Estate)
NSIC Ltd., NSIC Bhawan
Okhla Industrial Estate,
New Delhi-110020

I/We have read and examined the following documents relating to SITC of 04 Nos PVC Water tanks with associated fittings and connections of fire protection system installed at NSIC STP Complex, Okhla Industrial Estate, New Delhi -20.

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

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

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs 5,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft/Pay order in favour of NSIC Ltd. payable at New Delhi . If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

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

Signature of contractor.....

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

.....

.....

Dated.....

Witness.....

Address.....

.....

APPENDIX

- | | |
|---|--|
| 1. Competent Authority | C.M.D. NSIC or his
Authorized executives |
| 2. Earnest money/Security deposit | |
| a) Estimated cost of the Works | Rs. 2.40 Lacs |
| b) Earnest money | Rs 5,000/- in the form of
DD /Pay order in favour
of NSIC Ltd.,New Delhi |
| c) Security Deposit | 10% of the contract value |
| 3. Time allowed for execution of work | 45 Days |
| 4. Liquidated Damaged | 0.5% per week subject
to a Maximum 10% value of the
contract |
| 5. Approving Authority for releasing the payment
up to the accepted tender cost. | CGM (Works/Estate)
New Delhi |
| 6. Defect Liability Period | 12 months from the date
of Completion of work. |

(Signature of the Contractor)

SPECIAL CONDITIONS

1. Any facility not mentioned in this scope, but which is vital to erection and commissioning of PVC Water tank is assumed to be included in the scope of work.
2. Electricity for erection at site will be provided free of cost at NSIC substation. However, cable, T &P etc will have to be managed by the contractor.
3. Contractor has to ensure safety and provide adequate supervision/precautions.
4. 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 & no claim for delay on this account shall be entertained.
5. 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.
6. The tender shall be based on Conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
7. 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.

8. All the works to be carried out in accordance with latest CPWD/BIS Specifications and as per the directions of Engineer-in-charge.
9. The contractor is bound to carryout the tests as per the specifications for ascertaining the quality of the works executed/materials used as and when directed by the engineer- in-charge. The cost of preparing samples and carrying out test for quality of materials or workmanship will be borne by the contractor except for such exclusions as per specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the Engineer-in-charge will be borne by the contractor.

CGM (Works/Estate)

SIGNATURE OF THE CONTRACTOR

Schedule of Quantities

S. No.	Description of work	Qty.	Rate in Figures	Rate in words	Amount Rs.
1.	Providing and placing on terrace polyethylene water storage tank, ISI:12701 of 5000 lts capacity marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank minimum weight of tank (without lid) should not be less than 180 kg and minimum wall & bottom thickness should not be less than 10.70mm. Make: Sintex or equivalent as approved by engineer in charge.	04 Nos.			
2.	Providing and fixing of MS C-Class pipe of 100mm dia for interconnection of PVC Tank including all fittings & connection like nipple, union, elbow, socket and other item like cement, rodi, badarpur and bricks required for making foundation for installation of tank as per site requirement. Make: Jindal or equivalent as approved by engineer in charge.	07 mtr			
	Total				

Amount in words Rs.

 AUTHORIZED SIGNATORY OF THE COMPANY WITH OFFICIAL SEAL