

Tender

For

**Supply, Installation & Commissioning of 200Watt LED
Flood Light with fixtures on existing High Mast at
NSIC Exhibition Centre, Okhla Industrial Estate, New
Delhi-110020**



ISO 9001:2015

**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**

M/s.

Sub: Supply, Installation and commissioning of 200Watt LED Flood Light with fixtures for existing High Mast Light at NSIC Exhibition Centre, Okhla Industrial Estate, New Delhi-110020

Sir,

Tender documents in respect of the above mentioned supply, installation and commissioning containing 23 pages are forwarded herewith. ***Please note that tender is to be issued from the office of the General Manager (Contract & Procurement cell) NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020 upto 25.11.2019 until 3.00 P.M. and is to be submitted upto 26.11.19, 11:00 A.M., which shall be opened at 11:30 A.M. for technical evaluation and financial part opening to be done at 12:30 P.M. same day in the presence of all present tenderers.***

The Tender should be signed on each page with date and witnessed at indicated places provided for in the documents. The tender is single stage 03 envelope tender. First envelope to contain EMD amount in DD form, second envelope to contain technical part and third envelope to contain price bid. All envelopes are to be suitably superscribed and sealed and all three envelopes put in one bigger envelope.

The tender should be accompanied by Earnest Money Deposit in the form of demand draft for an amount of Rs 2000/- (Rupees Two Thousand only), EMD in any other form shall not be acceptable. Relaxation for MSMEs shall be as per govt. norms and as specified elsewhere in the tender. Tenders without earnest money deposit shall be taken as non-responsive and summarily rejected. The tenders will be opened at 3.30 P.M. on 26-11-2019.

The person, signing the tender on behalf of company/ firm or on behalf of another person shall attach with the tender, a certified copy of proper authority /power of attorney letter on a non-judicial stamp paper of minimum Rs 100/- duly executed in his favour by such person, company/firm must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

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

Yours faithfully

Encl. 23 Pages

General Manager (C & P Cell)

Signature of the Tenderer with stamp

Tender notice for Supply, Installation and Commissioning of 200Watt LED Flood Light with fixtures for existing High Mast Light installed at NSIC Exhibition Centre, Okhla Industrial Estate, New Delhi-110020

TENDER NOTICE NO Ref: - SIC/HO/WD/EXB/1(65)/07-12 Date: 07-11-2019
Sealed item rate tenders are hereby invited on behalf of NSIC Ltd. from experienced Tenderers/authorized dealers/suppliers

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Supply, Installation and Commissioning of 200Watt LED Flood Light for existing High Mast Light installed at NSIC Exhibition Centre, Okhla Industrial Estate, New Delhi-110020	1,00,000/-	2000/-	15 days	From 11-11-2019 to 25-11-2019 upto 03:00 P.M.	26-11-2019 Up to 11.00 AM

- Blank tender documents (non-transferable) for above work shall be issued from 11-11-2019 to 25-11-2019 on working days from the office on payment of required non refundable tender fee of Rs.500/- (Rupees Five Hundred only) plus GST @ 5% (Total Rs. 525/-) through Bank DD in favour of "The National Small Industries Corporation Ltd.", payable at New Delhi. The Tenderers may also download the tender documents from the website however a separate demand draft of Rs 525/- in favour of "The National Small Industries Ltd" payable at New Delhi is to be enclosed along-with the offer towards the cost of tender documents. No Cheque are acceptable. Tenders without EMD will be summarily rejected.
- The tenderer shall take into account basic price, cost of labour, T & P, CGST/SGST as applicable, conveyance / cartage etc. before quoting the rates. No extra claim what so ever in this regard shall be entertained. Parties are required to quote their Pan No., CGST no. , SGST no.
- The tenderers should have completed electrical work of Rs 50,000/- (Rupees Fifty Thousand only) in government sector. Photocopies for the completion certificates/award letters should be submitted along with the tender.
- While applying for the tender document, the intending tenderers shall furnish proof of works completed of Rs 50,000/-(Rupees Fifty Thousand only) on the bid closing date and valid work contract tax/CGST/SGST 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. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
7. The Tenderers having valid registration with NSIC, DIC or Udyog Aadhar shall be exempted from the submission of EMD and Tender cost. However, in case the said registered Tenderer become L-1, he will have to deposit the security deposit after award of the work. The copy of the said certificate shall also be enclosed with the tender document for availing the benefits or else it shall be taken as non-responsive.
8. The tenderer must confirm their acceptance of the terms and conditions mentioned herein and the enclosed documents. Each page of the original price schedule document should be signed and returned back with this form as part of the contract.
9. Complete tender document is available on our website www.nsic.co.in and CPPP portal, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the Tenderers may regularly visit the website for checking any corrigendum/addendum to this document.
10. Clarification can be sought from NSIC upto 20-11-2019 through speed post or fax.
11. All the communication with respect to the tender shall be addressed to:
General Manager (Contract & Procurement Cell),
NSIC- LTD, NSIC Bhawan,
Okhla Industrial Estate,
Phase-III,
New Delhi-110020
Fax No. : 011-26910229

12. Special provision for Micro & Small Enterprises:

Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST entrepreneurs will also be given benefits as per Public Procurement Policy, 2012

The definition of MSEs owned by SC/ST is as given under:

- a) In case of proprietary MSE. Proprietor shall be SC/ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

Document to claim benefits shall be enclosed along with the offer.

General Manager (C & P Cell)

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

Ref: - SIC/HO/WD/EXB/1(65)/07-12

Date: 07-11-2019

INDEX OF TENDER DOCUMENTS

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

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

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders so as to accustom with site conditions.

3.0 SUBMISSION OF TENDER

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

The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender. Tenders without Earnest Money Deposit will be out-rightly rejected.

The tender submission envelope shall contain the following: -

First Envelope :- To be superscribed with EMD

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

Second Envelope :- To be superscribed with Technical Bid

Details of the minimum Rs 50,000/- (Rupees Fifty Thousand only) work executed in government sector is to be enclosed. Photocopies of the completion certificates/award letters should be submitted along with the tender.

Valid GST No. registration is to be submitted.

Tender cost of Rs 525/- in requisite form if tender is downloaded from the Website.

Third Envelope :- To be superscribed with Price Bid.

Price schedule as given in the tender is to be put, keeping in mind that all single line cut corrections are authenticated with proper signatures.

3.1 Essential qualifying criteria

Tenderer should submit the following documents.

- 1.) EMD in requisite form
- 2.) Tender cost in requisite form if tender is downloaded from NSIC website.
- 3.) Experience certificates /completion certificates for Rs 50,000/- (Rupees Fifty Thousand only) in govt. sector.
- 4.) Registration certificate of Work contract tax/CGST/SGST.

4.0 DEVIATIONS TO TENDER CLAUSES:

Tenderers are advised to submit the tenders strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected. Tenderers are to indicate cost of removal of deviation, if deviations (if any) are taken by tenderers.

5.0 VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 45 days from the date of opening of the tenders.

6.0 AWARD OF WORK

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

8.0 ACCEPTANCE / REJECTION OF TENDER

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

9.0 CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be signed individually.

10.0 FIRM RATES

The rates quoted by Tenderer shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Tenderer shall not change any of the rates, quoted in the tender till the completion of work.

General Manager (C & P Cell)

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words meaning 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 successful Tenderer shall be issued work order in duplicate, one copy of work order is to be signed and returned to NSIC for reference and record.
4. As the work completion time allowed is 15 days, no separate formal contract signing is envisaged.

5. Works to be carried out:

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

6. Inspection of Site:

The Tenderer 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 Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

7. Sufficiency of Tender:

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

8. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Tenderer 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 unit rate.

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

9. Security Deposit:

Total security deposit shall be 10 % of the accepted tender cost and shall be deposited by the Tenderer as following: -

a). Initial Security Deposit:

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

b). Balance Security Deposit

Balance security is required to be submitted at the time of Work order issuance in the form of Demand draft or Bankers cheque and shall be retained until work completion and thereafter converted to Performance Guarantee for two Years. Out of 10% performance guarantee amount, amount equal to 5% shall be released after completion of one year and remaining 5% after two years wherein the Contract liability period shall close.

- 9.1 All compensation or other sums of money payable by the Tenderer under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit/ performance guarantee amount.
- 9.2 Refund **of Security deposit**. Security deposit shall be refunded to the Tenderer on the basis of the value of work completed & shall be refunded to the Tenderer on the certification by Engineer-In-Charge that the work has been completed satisfactorily having a defect liability period of 24 months.
- 9.3 No interest shall be payable to the Tenderer on the Security Deposit/performance guarantee amount to the Tenderer, by the Corporation.

10 Variations Extent and Pricing

The Engineer-in-charge shall have power 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 Tenderer 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 shall form part of the contract as if originally provided therein and any altered, work which the Tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the Tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- 10.1 The time for completion of the works shall, in the event of any hinderers observed shall be extended if requested by the Tenderer in writing provided its

veracity is correct and agreed by NSIC Engineer in Charge . However, no price escalation shall be applicable and allowed.

11.0 Time and Extension for Delay:

11.1 The time allowed for execution of the works is 15 days from Letter of Award. The execution of the works shall commence from the Letter of award date on which the Corporation issues written orders to commence the work or from the date of handing over of the site, which ever is earlier.

11.2 Time is the essence of this contract and it is to be completed within the scheduled time of 15 days from date of award.

11.3 If the work be delayed due to unforeseen conditions as given here under :-

(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 Tenderers 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 Tenderer's control.

(g) Reasonable extension for completion shall be allowed on discretion of Engineer in Charge of NSIC.

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

12 The Tenderer shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P), labour & drinking water required for execution of the work.

13 FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as

Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Government 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 Tenderers.

14 MATERIALS

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

15 Labour:

a.) The Tenderer shall employ its labour to maintain the required progress and quality to ensure workmanship to the satisfaction of the Engineer-in-Charge. The Tenderer 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 Tenderer shall be the employees of Tenderer and corporation shall not have no liability what so ever in regard to such workers/employees of Tenderer.

c.) The Tenderer shall pay wages to labour employed by him directly 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 Tenderer shall in respect of labour employed by him or his sub-Tenderer comply with or cause to be complied with the Contract Labour Regulation in regard to all matters provided therein.

e.) The Tenderer 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 Tenderer 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 Tenderer during execution of the work.

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

16 Inspections and Approval:

All work embracing more than process shall be subject to examination and approval at each stage thereof and the Tenderer 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 Tenderer shall give such facilities as may be required for such inspection and examination, at manufacturers works if necessary.

17 Liquidated Damages for Delay

Time is the essence of this contract. In case the Tenderer fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 0.5% (Half percent only) of the value of contract per week and or part thereof on the delay subject to a maximum of 5% (five percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Tenderer under this or any other contract with the Corporation.

18 Instruction and Notices:

18.1 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 entrusted with the functions, duties and powers of the Engineer-in-Charge. For this contract it will be Manager (Electrical), M.I.S Division, NSIC, New Delhi.

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

18.3 Foreclosure of 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 Tenderer and Tenderer shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

19 Cancellation of Contract in Full or in Part may be done under any of the following conditions

- a. If the Tenderer 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 the notice given in writing by the Engineer-in-Charge; or
- d. Violates any of the terms and conditions stipulated in this agreement.
- e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.

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

If the Tenderer 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 Tenderer 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 Tenderer 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 Tenderer. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Tenderer.

21 Urgent Works:

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

22 PAYMENT TERMS :

- 22.1 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.
- 22.2 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.
- 22.4 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 Tenderer 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 price will be considered. For releasing the payment up-to accepted tender amount the General Manager (C & P Cell) is the approving authority.
- 22.5 The Tenderer shall, without extra charge, provide assistance with labour and other things as 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.
- 22.6 All measurements shall be taken jointly by the Engineer-in-charge and by the Tenderer 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 Tenderer. If the Tenderer 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 objected 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 of interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items, extra items.
- 22.7. All statutory deductions as applicable like TDS shall be made from the due payment of the Tenderer. This is to be noted by the Tenderers.

23 Methods of Measurement:

Except where detailed description of the work is made, Quantities expressly shown in 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 notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

24 Income Tax/WCT

- 24.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Tenderer's bills as per the provision of Income Tax Act.

24.2 The Tenderer shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / CGST/SGST. Necessary deductions will be made from the Tenderer's bill as applicable.

25 Carrying out part work at risk & cost of Tenderer:-

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

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

In the event of above course being adopted by the Engineer-in-charge, the Tenderer 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.

26 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 as mentioned elsewhere in the specification and as to the quality of workmanship or materials used for work, 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. or any nominated personnel by him.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation Act, 2019, 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 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 be payable to the Tenderer 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

General Manager (C & P Cell)

SIGNATURE OF THE TENDERER

FORM OF TENDER

To

General Manager (Contract & Procurement Cell)
NSIC Ltd., NSIC Bhawan
Okhla Industrial Estate,
New Delhi-110020

I/We have read and examined the following documents relating to.....

.....

(Name of the Work)

- a). Notice inviting tender.
- b). Instructions to Tenderers
- c). Technical Specifications
- d). General Conditions of Contract including Tenderers, 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). Price Schedule

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 45 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 2,000/- (Rupees Two Thousand only) is hereby forwarded as Earnest Money Deposit in the form of Demand Draft in favour of NSIC Ltd. payable at

New Delhi . If I/We fail to keep the tender open as aforesaid of 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 Tenderer.....

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

.....

Dated.....

Witness.....

Date.....

Address.....

.....

APPENDIX

- | | |
|---|--|
| 1. Competent Authority | C.M.D. NSIC or his Authorized executives |
| 2. Earnest money/Security deposit | |
| a) Estimated cost of the Works | Rs.1,00,000/-(Rs One Lakh) |
| b) Earnest money | Rs 2,000/- in the form of DD /Pay order in favour of NSIC Ltd. New Delhi |
| c) Security Deposit | 10% of the contract value. |
| 3. Deviation limit for items of work | No deviation |
| 4. Time allowed for execution of work | 15 Days |
| 5. Authority competent to grant extension of time due to any cause of delay which is beyond Authorized representative or Tenderer's control | GM(C & P Cell) |
| 6. Liquidated Damaged | 0.5% (half Percent) per week subject to a Maximum of 5% of the contract value. |
| 7. Approving Authority for releasing the payment up to the accepted tender cost. | GM (C & P Cell) NSIC Ltd
New Delhi |
| 8. Defect Liability Period | 24 months from the date of Completion of work. |
| 9. Authority competent to reduce Compensation | GM (C & P Cell) NSIC Ltd.
New Delhi |

(Signature of the Tenderer)

SPECIAL CONDITIONS OF CONTRACT

1. Any item not explicitly indicated in technical specifications but required for completing the work as per scope of work for high mast light is deemed to be included in the contract price.
2. The Tenderer shall ensure quality control measures on different aspects of installation including materials, workmanship and correct commissioning methods.
3. Electricity for commissioning at site will be provided free of cost by NSIC. However, extension board, power cable, T &P etc as required for work completion will have to be arranged by the Tenderer.
4. Tenderer has to ensure human & material safety and provide adequate supervision.
7. 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 Tenderer shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
8. No compensation shall be payable to the Tenderer for any damage caused by rains lightning, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work.
9. 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.
10. If the Tenderer fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent or Award of work, the Corporation shall forfeit the earnest money deposited by him.
11. All the works to be carried out in accordance with latest BIS Standard and as per the directions of Engineer-in-charge.
12. The detailed scope of the work is enclosed in separate sheet.

General Manager (C & P Cell)

SIGNATURE OF THE TENDERER

SCOPE OF WORK

1. Supply Eight (8) numbers of 200W LED High Beam Flood Light with fitting having integral or non-integral starter (driver), with IP-66 Degree of protection, having Luminous Lux of (White) 21500 Lumens (minimum), provided with 2.5KV surge protection, high power factor, suitable for outdoor installation. The Model number/catalogue number of offered Luminaire is to be indicated and copy enclosed of manufacturer catalogue.
2. Remove Eight (8) numbers of conventional light fittings from the high mast and hand it over to EIC-NSIC for safe keeping, as it is the property of NSIC.
3. Install and Commission Eight (8) numbers Tenderer supplied LED light fitting as at S.no. (1) With all accessories (as in scope of Tenderer) on rectangular/square bar of mast-carriage from where old light fittings are removed. High Mast carriage photo is enclosed.
All power extending cables from light fitting to junction box (J.B.) of carriage is in Tenderer scope of supply for powering the lights. Any open-air cable joint is to be water sealed by applying M-seal on cable joint after insulation taping.
4. All tools & Plants required for completing the work is in Tenderers scope including ladder requirement (if any).
5. Make of LED light shall be either of: **CGL, Philips, Havells, Bajaj, Wipro, Halonix, Syska, Surya Roshni**. No other make is allowed.

Facility at High Mast :-

1. No Carriage rest is available on high mast pole and its total height is 20meters.
2. The lowering and raising winch in high mast is in working condition, which may be used by Tenderer for carrying out the installation work.
3. NSIC will not provide any ladder for reaching the height of carriage at lowered place and the carriage can be brought at working height of one meter.
4. One sturdy and ample strength rope (of length 30m) shall be brought and used by the Tenderer for binding EPR trailing cable so as to bring it down easily while raising the carriage after work completion. The rope can be taken away by the Tenderer after the work.

(Signature of the Tenderer)

(General Manager-C&P)



Price Schedule for supply and work

S.no.	Description of item/ work	Unit	Qty	Unit Rate	Total	Packing and Forwarding	Freight and Insurance	Amount (Rs.)
1	Supply of 200W LED Light & fixture (having 21,500 Lumens, white) along with integral or non-integral starter (driver) and accessories. Indicate Cat/Model no. and furnish Xerox copy of Catalogue for offered Luminaire	Nos	08					
2.	Installation & Commissioning of tenderer supplied 200 watt LED Luminaries & Removal of old conventional Luminaires from high mast	Nos	08					
							Total (in Rs)	
							CGST (in Rs)	
							SGST (in Rs)	
							Grand Total (in Rs)	

Total Price: Rs.....

[In figures: Rupees..... only]

Signature of Tenderer with stamp