



## **TENDER**

**FOR WATER PROOFING OF MAIN WORKSHOP  
AND ADVANCE TRAINING INSTITUTE (ATI)  
BUILDING  
AT  
NSIC TECHNICAL SERVICES CENTRE (NTSC),  
OKHLA INDUSTRIAL ESTATE,  
NEW DELHI-110020**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**

**(A Government of India Enterprise)  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi-110020  
Tel No. 011-26926275**

**Web-link:** NSIC web site: <https://www.nsic.co.in/tender/Current-Tenders>  
and CPP Portal: <https://eprocure.gov.in/epublish/app>

**Signature of the Bidder**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NSIC Bhawan, Okhla Industrial Estate,  
New Delhi-110020  
Tel No. 011-26926275,**

**Ref: - NSIC/HO/STP/Maintenance/1(55)/05/P-I**

**Date: 05.09.2022**

**M/s** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020**

Sir,  
Tender document in respect of the above mentioned works containing 42 pages as detailed on page 5 (Index) are forwarded herewith. ***Please note that Tender is to be delivered in the office of the Deputy General Manager (C&P), The National Small Industries Corporation Ltd. (NSIC) Okhla Industrial estate, New Delhi-110020 on or before 26.09.2022 up to 3.00 P.M.***

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

The Tender should be accompanied by Tender fee and Earnest Money Deposit (EMD) to be remitted through Electronic Fund Transfer (NEFT/RTGS) as mentioned in Appendix. Tenders without Tender fee and earnest money deposit shall be summarily rejected. The Technical Bids will be opened on 26.09.2022 at 3.30 P.M. and Price Bids of technically qualified Bidders will be opened at a later date.

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**

**Deputy General Manager (C&P)**

Encl.: 42 Pages

**Signature of the Bidder**

## NOTICE INVITING TENDER

### Tender notice for Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020

**Ref:- NSIC/HO/STP/Maintenance/1(55)/05/P-I**

**Date: 05.09.2022**

Sealed item rate Tenders are invited from **eligible and experienced contractors** who have successfully completed similar works during last 7 (seven) years ending 31.08.2022. Eligibility criteria for this work, (i) Three similar works costing not less than **Rs.6,95,040/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,68,800/-** each or (iii) One similar work costing not less than **Rs.13,90,080/-** for carrying out the following work. The values mentioned are exclusive of taxes, GST.

S. No.	Name of the work	Estimated cost (Rs.)	Earnest Money Deposit (EMD)/ Bid Security (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission Tender
1.	Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020	17,37,600/- (without GST)	Rs. 34,752/-	90 Days	From 05.09.22	26.09.22 Up to 3.00 PM

- Blank Tender documents (non-transferable) for above work shall be issued from 05.09.2022 to 26.09.2022 on all working days from the address given below on payment of required tender fee of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only) (non-refundable) including GST through Electronic Fund Transfer (NEFT/RTGS) to the Bank Account of NSIC as per details mentioned at para-10 hereinafter. A duly self-attested copy of the printout slip of the payment acknowledgement generated through Bank Portal for Electronic Fund Transfer should be submitted at the time of purchase of the tender document. The intending Bidders can also download the complete Tender document available on the web site: [www.nsic.co.in/tender/current-tender.aspx](http://www.nsic.co.in/tender/current-tender.aspx) and [www.eprocure.gov.in](http://www.eprocure.gov.in) submit the same along with proof of payment/ deposit of requisite Tender fee & Earnest Money through Electronic Fund Transfer and supporting documents on or before the due date and time of submission.
- Bidders registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of Tender fee and earnest money deposit. However, Bidder seeking exemption from payment of Tender fee and earnest money deposit shall submit the proof of the same along with their technical bid.
- Intending Bidders should have valid registration with appropriate authorities for statutory taxes as applicable.

**Signature of the Bidder**



4. The intending Bidders should have satisfactorily completed similar works during last 7 (Seven) years ending 31.08.2022. Eligibility criteria for this work, (i) Three similar works costing not less than **Rs.6,95,040/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,68,800/-** each or (iii) One similar work costing not less than **Rs.13,90,080/-** Similar nature work means: - “water proofing of shed, building, water retaining structure only”.

The values mentioned above are exclusive of GST.

5. Tender documents can be purchased from the office of the *Deputy General Manager (C&P), The National Small Industries Corporation Ltd. (NSIC), Okhla Industrial estate, New Delhi-110020* on all working days between 10.00 am to 6.00 pm except on holidays and Saturdays, Sundays, after payment of requisite Tender cost as mentioned above.
6. The Tender documents duly completed along with proof of remittance of Tender fee and earnest money deposit (if not eligible for exemption) through Electronic Fund Transfer (NEFT/RTGS) will be submitted at the office of the *Deputy General Manager (C&P), The National Small Industries Corporation Ltd., Okhla Industrial estate, New Delhi-110020* upto 3.00 P M on 26.09.2022. Technical bid of the parties shall be opened on the same day i.e. 26.09.2022 at 3.30 PM. The Tender submitted without Tender fee and earnest money deposit or valid exemption certificate, shall be summarily rejected. The complete tender document along with its annexures has to be signed and stamped by the Bidder.
7. NSIC reserves the right to reject any or all the Tenders without assigning any reason thereof and also not bound to accept lowest Tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
8. Canvassing, whether directly or indirectly in connection with Tender is strictly prohibited and the Tender submitted by the Bidders who resort canvassing will be liable to be summarily rejected.
9. The Technical Bid submitted by the parties shall be opened on the same day i.e. 26.09.2022 at 03:30 PM in the presence of Bidders who wish to be present. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their price bid.
10. Bank Account details for transfer of Tender fee and Earnest Money Deposit through Electronic Fund Transfer (NEFT/RTGS) is as under:-

ACCOUNT NAME	BANK NAME	BANK A/C NO.	BANK CODE	IFSC
The National Small Industries Corporation Ltd.	PNB, NSIC Bhawan, Okhla, New Delhi	0602002100000892		PUNB0060200

Deputy General Manager (C&P)  
NSIC Ltd., Okhla, New Delhi



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**NSIC Bhawan, Okhla Industrial Estate,**  
**New Delhi-110020**  
**Tel No. Tel No. 011-26926275,**

**Ref:- NSIC/HO/STP/Maintenance/1(55)/05/P-I**

**Date: 05.09.2022**

**INDEX OF TENDER DOCUMENTS**

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	INSTRUCTION TO BIDDERS	6-10
2	GENERAL CONDITIONS OF CONTRACT	11-23
3	SAFETY CODE	24-28
4	FORM OF TENDER-CUM-BID SECURITY DECLARATION	29
5	APPENDIX	30
6	SPECIAL CONDITIONS	31-32
7	TENDER DRAWING	33-35
8	PERFORMA OF AGREEMENT	36-37
9	PERFORMA OF GUARANTEE BOND FOR WATER PROOFING WORKS	38-39
10	PERFORMA OF BANK ACCOUNT DETAILS & AUTHORISATION FOR ELECTRONIC FUND TRANSFER	40
11	BILL OF QUANTITIES (BOQ)	41-42

**Signature of the Bidder**



## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL

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

### 2.0 SITE PARTICULARS

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders to ascertain the nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending Bidders may contact Deputy General Manager (C&P), *The National Small Industries Corporation Ltd., Okhla Industrial estate, New Delhi-110020.*

### 3.0 SUBMISSION OF TENDER

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The Tender complete in all respects shall be submitted along with Tender fee (if not eligible for exemption) as stipulated in the Notice/Letter Inviting Tender ONLY. Tenders without Tender fee (if not eligible for exemption) will be out rightly rejected.

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

#### **ENVELOPE –I**

#### **(TECHNICAL BID)**

Name of work : **Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020**

Tender no. : Ref:- NSIC/HO/STP/Maintenance/1(55)/05/P-I  
Date: 05.09.2022

Due date & time of opening : 26.09.2022 at 03.30 PM

Addressed to : Deputy General Manager (C&P), *The National Small Industries Corporation Ltd., Okhla Industrial estate, New Delhi-110020*

From:  
Name & Address of the Bidder

This envelope shall contain the following: -

- Tender fee and earnest money deposit should be in favour of The National Small Industries Corporation Ltd. through Electronic Fund Transfer (NEFT/ RTGS). In case Tender fee is transferred through NEFT/RTGS, proof of the same should be attached with the technical bid of the Tender document.
- Cheque will not be accepted. For Tender documents downloaded from website, proof of remittance of Rs. 1,180/- (Rupees One Thousand One Hundred Eighty only) (non-refundable) including GST towards the cost of Tender document is to be placed (self-attested copy of printout of the acknowledgement slip for Electronic Fund Transfer generated from the Bank Portal mentioning the UTR No. & date of transaction) in envelope-I.
- Certificates / Documents of work experience executed during last 7 (Seven) years ending 31.08.2022. Eligibility criteria for this work, (i) Three similar works costing not less than **Rs. 6,95,040/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,68,800/-** each or (iii) One similar work costing not less than **Rs. 13,90,080/-** on the basis of which Bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate should be closed. The values mentioned above are exclusive of service tax/ GST. **In case of completion certificate issued by the private parties, TDS certificate should be enclosed.**
- Certificate of Registration for GST.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the Tender document. In case of company, the authority to sign the Tender is to be given under Board resolution.
- Copies of PAN/ TAN card.
- Complete Tender document with each page signed and stamped by the Bidder.

**It may be clearly noted that the filled up price bid should not be placed inside this envelope containing the technical bid. In case the filled up price bid is found inside the technical bid envelope, such Tender shall be summarily rejected.**

## **ENVELOPE –II**

## **(PRICE BID)**

Name of work : Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020

Tender no. : Ref:- NSIC/HO/STP/Maintenance/1(55)/05/P-I  
Date: 05.09.2022

Due date & time of opening : 26.09.2022 at 03:30 PM

Addressed to : Deputy General Manager (C&P), *The National Small Industries Corporation Ltd., Okhla Industrial estate, New Delhi-110020*

From:

Name & address of the Bidder:

**NOTE: Envelope-I** shall contain all the documents related to eligibility criteria, terms-conditions of Tender documents etc. i.e. complete Tender documents except Price Bid part. **Envelope-II** shall contain only price bid/Schedule of Quantities to be charged by the Bidders for execution of the work. It is to be noted that the **Envelope-II** shall contain only **PRICES** and no conditions i.e. deviations/assumptions/stipulations/clarifications/comments/ any other request what so ever. Conditional Tenders/offers will be rejected.



#### 4.0 QUALIFYING CRITERIA

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

- Tender fee and earnest money deposit should be remitted to NSIC through Electronic Fund Transfer (NEFT/ RTGS) only. Cheques will not be accepted. A self-attested copy of the printout of the Electronic Fund Transfer acknowledgement slip generated from the Bank Portal mentioning therein the UTR No. & date of transaction should be placed in the Envelop-I as proof of remittance.
- Certificates / Documents of work experience details of, (i) Three similar works costing not less than **Rs. 6,95,040/-** each, or (ii) Two similar works costing not less than the amount of **Rs. 8,68,800/-** each or (iii) One similar work costing not less than **Rs. 13,90,080/-** executed by the Bidder during last seven years ending on 31.08.2022, on the basis of which Bidder wishes to get qualified and copies of supporting work orders, schedule of quantities and completion certificate should be enclosed. The values mentioned above are exclusive of service tax/ GST. **In case of completion certificate issued by the private institutes, TDS certificate should be enclosed.**
- Certificate of Registration for GST.
- Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the Tender documents. In case of company, the authority to sign the Tender is to be given under Board resolution.
- Copies of PAN card.

#### 5. ABNORMAL RATES

The Bidder is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Bidder for any items are unusually high or unusually low, it will be sufficient cause for rejection of the Tender unless the NSIC is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the Bidder on demand. Notwithstanding anything there in stated, the rates once accepted by the NSIC shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

#### 6. DEVIATIONS TO TENDER CLAUSES

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

#### 7. VALIDITY OF OFFER

Tender submitted by Bidders shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the Tenders. The Bidders shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender price given or any





term thereof, without the consent in writing of the NSIC. In case of Bidders revoking or canceling their Tenders or varying any terms & price of an item in regard thereof without the consent of NSIC in writing, NSIC shall reject their Tender forfeiting the Earnest money paid by them along with their Tender without giving any notice.

## 8. AWARD OF WORK

Work shall be awarded to the lowest Bidder, subject to the work experience and fulfillment of other terms & conditions and specifications

## 9. ACCEPTANCE/REJECTION OF TENDER

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

## 10. RETURN OF EARNEST MONEY DEPOSIT TO THE UNSUCCESSFUL BIDDERS:

Earnest Money Deposit of the unsuccessful Bidders shall be returned without any interest after award of work to the shortlisted Bidder or expiry of the final tender validity period whichever is earlier. The performa of Bank Account details and Authorization for Electronic Fund Transfer as appended with this Tender document should be duly filled up.

## 11. 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 made by penning through the error and writing the corrected figure / words in legible handwriting by the side of correction duly initialed with date and stamped.

## 12. FIRM RATES

**The rates quoted by Bidder shall remain firm till completion of all works even during the extended period, if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.**

**12. CODE OF ETHICS :** The Bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- a. **“Corrupt practice”:** making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- b. **“Fraudulent practice”:** any omission or commission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation

avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

- c. **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Bidders, with or without the knowledge of NSIC that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d. **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

In case it comes to the notice of NSIC at any stage that a Bidder has indulged in any corrupt/ fraudulent/ anti-competitive/coercive practice:

- i) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or anti-competitive or coercive and unlawful practices in competing for the contract in question.
- ii) Will declare the Bidder not eligible and blacklist for a period of three years from being awarded a contract, if it at any time determines that the Bidder has engaged in corrupt or fraudulent or anti-competitive or coercive and unlawful practices in competing for or in executing, a contract.

13. It will be obligatory on the part of the Bidder to sign the Tender document for all the components & parts. After the work is awarded, Bidder will have to enter into an agreement on proforma appended with this Tender document for work awarded, on a Non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance of work order.
14. Any addendum/ corrigendum to the present Tender issued by NSIC shall form a part of the present Tender document. There will not be any press notification on such addendum/ corrigendum. The Bidders shall keep on visiting NSIC web-link-<https://www.nsic.co.in/tender/Current-Tenders> and [eprocure@gov.in](mailto:eprocure@gov.in) , i.e. for all such addendum /corrigendum, if any.

Deputy General Manager (C&P)  
NSIC Ltd., Okhla, New Delhi

## **GENERAL CONDITIONS OF CONTRACT**

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. 'The National Small Industries Corporation Ltd.' (NSIC),(A Government of India Enterprise) having its registered office at "NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 which expression shall include its legal representatives, successors and permitted assigns.
3. **Definition**
  - a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to there in including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge', the formal agreement executed between the NSIC and the Contractor, and all these documents taken together shall be complementary to one another.
  - b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
  - d) The 'Competent Authority' means the Chairman-cum-Managing Director of the NSIC and his successors.
  - e) The Engineer-in-charge means the Technical Officer of the NSIC, as the case may be who shall supervise and be the In-charge of the works.
  - f) The Chief General Manager-SG (MIS) means the officer who holds the charge of that post in the National Small Industries Corporation Ltd., Okhla Industrial Estate, New Delhi-110020 during the currency of this agreement, to act on behalf of the Chairman cum Managing Director of the NSIC.
  - g) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of Tender by NSIC issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
  - h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NSIC in the Tender and / or the contract / negotiated rates payable on completion of the works.
  - i) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the Tender documents, or any subsequently amended by the NSIC.
  - j) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.
  - k) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable ) war (whether declared or not), invasion act of



foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Competent Authority or causes solely due to use or occupation by the 'NSIC' of the part of works in respect of which a certificate of completion has been issued.

- l) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.
- m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

#### **4. Works to be carried out:**

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

#### **5. 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 ground and subsoil (so far as is practicable), the form and 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. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### **6. 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.

#### **7. Discrepancies and Adjustment of Errors:**

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

7.1(A) In case of discrepancy between different sections of the Tender document, Addendum/ Corrigendum to the Tender Document, Drawings, Agreement and Letter of Award, the following order of precedence shall prevail.

- a. Agreement
- b. Letter of Award
- c. Addendum/ Corrigendum to the Tender document
- d. Schedule of Quantities (Price Bid)
- e. Drawings
- f. Notice Inviting Tender and Instruction to Bidders

- g. Special Conditions
- h. General Condition of Contract (GCC)

- 7.1(B) If there are varying or conflicting provisions made in any document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 7.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to Tender drawings and specifications or from any of his obligations under the Contract.
- 7.3.1 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules:-
- a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any Tender containing percentage below/ above the rates is liable to be rejected.
  - b) Rates quoted by the Bidder in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the Bidder shall be taken as correct.
  - c) Where the rates quoted by the Bidder in figures and words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be taken as correct and not the amount.
  - d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the Bidder (either in figures or words) shall be taken as correct and not the amount.
  - e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

## 8. Performance Security:

Contractor will deposit performance security @ three percent (3%) of the accepted tender cost/ awarded cost as performance security within ten days (10) days from issuance of the letter of award by NSIC. The performance security is to be deposited by the contractor to NSIC through Electronic Fund Transfer as per the Bank Account details mentioned at para-10 of the Notice Inviting Tender of this Tender Document.

### Signature of the Bidder

The performance security shall remain with NSIC for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Contractor, including Defects Liability Period (DLP). The performance security will be forfeited and credited to the NSIC's account in the event of a breach of contract by the Contractor/ termination of contract under any clause(s) of the contract. On expiry of a period of 60 days beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the performance security (without any interest) provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

## 9. Security Deposit

Security Deposit shall be deducted from gross amount of each running bill of the Contractor @ five per cent (5 %) till the overall deducted security deposit (including earnest money deposit) reaches five percent (5%) of the accepted tender cost/ awarded cost. The earnest money deposit shall form part of

security deposit.

- 9.1 **Refund of Security deposit:** The security deposit of 5% deducted from the each running bill of the Contractor shall be refunded along with payment of final bill after successful completion of the work in all respect.
- 9.2 On expiry of a period of 60 days beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- 9.3 No interest shall be payable to the Contractor against the Security Deposit furnished / recovered from the contractor, by the NSIC under any circumstance whatsoever. The security deposit will be forfeited and credited to the NSIC's account in the event of a breach of contract by the Contractor/ termination of contract under any clause(s) of the contract.

## 10. Deviations/Variations Extent & Pricing:

- 10.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions, from or additions to, or substitutions from the original specification, tender 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 carrying out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the Contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per clause 11 (i) to (iii) here under of the tender document.
- 10.2 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.
- a) In the proportion which the additional cost of the altered addition or substituted work, bears to the original Contract sum; plus.
  - b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

## 11. Rates for Extra/Additional Items

- i) If the rate for additional, altered or substituted item of work 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 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 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 Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s) and shall be final.

## 12. Suspension of Works:

- a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:
- i) On account of any default on part of the Contractor; or
  - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
  - iii) For safety of the works or part thereof. The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given in that behalf by the Engineer-in-Charge.
- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No financial compensation for such suspension shall be admissible to the Contractor.

## 13. Time and Extension for Delay:

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by NSIC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day after the date on which the NSIC issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, NSIC shall without prejudice to any other right or remedy be at liberty to terminate the contract and also to debar the Contractor for a period of three years from participating in any tender invited by the NSIC.

- 12.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

- 12.2 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 NSIC 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;

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

- 12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such request the period for which extension is desired.
- 12.4 In any such case the Competent Authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/payable.
13. The Contractor shall arrange, at his own expense, all tools, plant and equipment here after referred to as (T&P) labour, P.O.L. & electricity required for execution of the work.

#### **14. FORCE MAJEURE**

Any delays in or failure of the performance of either party herein shall not constitute default there under 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.

#### **15. MATERIALS**

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The Contractor shall indemnify the NSIC, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any



alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect to any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the NSIC or any agent, servant or employee of the NSIC in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

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

#### **16. Labour Laws and payment of wages to be complied:**

The Contractor shall comply with the Labour laws in force. No Labour below the age of eighteen years shall be employed on the works. The Bidder should make their own arrangement for training of labour, as required before assignment of work in a particular field.

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

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

*The Contractor shall be fully liable for compliance of EPF or ESI of the labours/ workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the NSIC has nothing to do with the same. NSIC shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the NSIC, the Contractor shall submit the proof of deductions/ deposits of such liabilities of their Labours/ workmen engaged in the work to the NSIC. In case of default, the NSIC may deduct the payments against these liabilities from the bills of the Contractor or may stop the payment of the bill till such time the compliance is proved by the Contractor.*

*The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the Contractor. These contributions on the part of the employer paid by the Contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis, as applicable subject to submission of necessary supporting documents by the Contractor to the satisfaction of the Engineer-in-Charge.*

## **17. Liquidated Damages for Delay**

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

## **18. Defects Liability Period:**

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

## **19. Contractor's Liability and Insurance**

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

instructions of the Engineer-in-Charge.

- 19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
  - The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 19.3 The Contractor shall indemnify and keep indemnified the NSIC against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation there to. Provided always that nothing herein contained shall be deemed to render the Contractor or not liable for or in respect of or to indemnify the NSIC against any compensation or damage caused by the Excepted Risks.
- 19.4 Before commencing execution of the work, the Contractor shall, without in anyway limiting his obligations and responsibilities under this condition, obtain and deposit with the NSIC Contractor's original "All Risk Policy" and "Third Party" Insurance policy" to Engineer-in-charge and shall ensure that all Insurance Policies shall remain valid till completion of work awarded.
- 19.5 The Contractor shall at all times indemnify the NSIC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act.1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act.1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- 19.6 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.
- 19.7. All statutory deductions as applicable like TDS, Works Contract Tax Act etc. shall be made from the due payment of the Contractor.
- 19.8 No claim for interest will be entertained by the NSIC in respect of any balance payments or any deposits which may be held up with the NSIC due to any dispute between the NSIC and Contractor or in respect of any delay on the part of the NSIC in making final payment or otherwise.
- 19.9 The Contractor shall ensure that no materials/wastes/plant, equipment etc. are dumped at the site. In case any of the above items are dumped, the Contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC shall clear the site of work at the Contractor's risk and cost after serving 7 days' notice.

19.10 The Contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to NSIC.

20. **Safety Code:**

20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection there with. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

20.2 The Contractor shall provide and maintain at his own expenses guards, fencing and hatching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

20.3 The NSIC shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the Contractor and for any kind of damage to the works during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above or damages to the work, the Contractor shall be exclusively liable.

21. **Cancellation/Termination of Contract in Full or in Part:**

21.1 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. Enters into a contract with the NSIC in connection with which commission has been paid to any person(s) or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
- e. Offers or gives or agrees to give to any person in NSIC's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the abstention or execution of this or any other Contract for the NSIC or
- f. Obtains a Contract with the NSIC as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- g. Being an individual or any of its partner (in case of the Contractor is a partnership firm) at any

time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any Application be made under any Insolvency Act for the time being in force for these sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- h. 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
  - i. Assigns, transfers sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts or assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority.
- 21.2 The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NSIC by written notice to cancel/ terminate the Contract as a whole or in part as it may deem appropriate.
- 21.3 The Competent Authority shall on such cancellation/termination, be entitled to:
- a. Take possession of the site and any materials, construction plant, implements, stores, etc., there on; and/or
  - b. Carryout the incomplete work by any means at the risk and cost of the Contractor.
- 21.4 On cancellation/ termination of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the NSIC. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation of the contract, the value of Contractor's material taken over and incorporated in the work and use of tools & tackle and machinery belonging to the Contractor.
- 21.5 Any excess expenditure incurred or to be incurred by the NSIC in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the NSIC as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 21.6 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 Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract including but not limited to, through forfeiture of performance security, security deposit and/ or any other amount payable under the contract.
- 21.7 Any sums in excess of the amounts due to the NSIC on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the NSIC of the works or part of the works is less than the amount which the



Contractor would have been paid had he completed the works or part of the works, else, such benefit shall not accrue to the Contractor.

21.8 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 any 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.

## 22. Liability for Damage, Defects or Imperfections and Rectification thereof:

22.1 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, continuous 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 from Engineer-in-charge in that behalf, make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of non-compliance his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

22.2 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, quarters 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.

## 23. 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 is such that the Contractor is liable under the contract to carry out the same at his expenses, in such case, expenditure incurred on it by the NSIC shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

## 24. Payments:

24.1 Payment shall be released as per the quantum of work executed in accordance to the instruction and Tender drawings issued to the Contractor. Any work executed by the Contractor in violation to the Tender specifications, drawings and direction of Engineer-in-charge shall constitute breach of agreement and shall not qualify for the measurement and payment. The measurement shall be jointly recorded by the Contractor and representative of NSIC. If Contractor intends to submit interim **R.A Bills these should not be less than Rs 5.00 Lakh (excluding GST) value of work executed.** All other statutory deductions and Security deposit as applicable shall be



effected from each running bills.

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

24.3 All statutory deductions as applicable like TDS, and other taxes as applicable shall be made from the due payment of the Contractor.

**25. Mobilization Advance:**

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

**26. Arbitration And Laws :**

- a) If any dispute arises between the parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- b) In the event of amicable settlement not being reached, the matter will be referred to Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The said Sole Arbitrator shall be appointed by the Chairman-cum-Managing Director of the NSIC. The decision of the Arbitrator shall be final and binding on both the parties.
- c) The venue or arbitration shall be Delhi.
- d) The arbitrator shall give reasoned award.
- e) The arbitration shall be conducted in the English language.
- f) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- g) Cost of arbitration shall be equally shared between the Parties.
- h) The Indian laws shall govern this contract for the time being in force. The court at Delhi only shall have the jurisdiction.

Deputy General Manager (C&P)  
NSIC Ltd., Okhla, New Delhi

**SIGNATURE OF THE BIDDER**



## **SAFETY CODE (Refer Clause 20 of General Conditions of Contract)**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical.)
  2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
  3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
  4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
  5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.
  6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The sides of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- (b) Safety Measures for digging bore holes:-
- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;





- (ii) During drilling work, sign boards should be erected near the site with the address of the drilling contractor and the NSIC of the work;
  - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
  - (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
  - (v) After the completion of the borewell, the Contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
  - (vi) After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by NSIC should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned:-

The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the Contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
  - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

- (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. NSIC shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.



- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of NSIC regarding the steps to be taken in this regard in an individual case will be final.
9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - (v) Overall shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of NSIC.
  - (viii) NSIC may require, when necessary medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (iv) In case of departmental machines, the safe working load shall be notified by the NSIC. As regards contractor's machines the contractors shall notify the safe working load of the machine to NSIC



whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or NSIC or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.



## FORM OF TENDER – CUM - BID SECURITY DECLARATION

To  
The Deputy General Manager (C&P),  
The National Small Industries Corporation Ltd.,  
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 Bidders
- (c) Technical Specifications
- (d) General Conditions of Contract including Contractors, Labour Regulations, and Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments there to If any.
- (e) Special Conditions of contracts if any.
- (f) Schedule of Quantities/Price Bid
- (g) Corrigendum/Addendum, if any

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to there in and in accordance in all respects with the specifications, designs, tender 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. 34,752/- is hereby forwarded as Earnest Money Deposit through Electronic Fund Transfer (NEFT/RTGS) in favour of “The National Small Industries Corp Ltd.”.

If I/We withdraw or modify the tender during the period of validity as mentioned above, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the tender document (unless the said deadline is extended by the Corporation), the Corporation shall be at liberty to reject our tender/cancel the contract and debar us from participating in any tender for a period of three years.

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 and reject the tender.

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

**Signature of Bidder.....**

**Duly authorized to sign the tender**

## APPENDIX

- |   |   |
|---|---|
| 1. Competent Authority :  | C.M.D. NSIC or his<br>Authorized executives   |
| 2. Earnest money/Security deposit   |   |
| a) Estimated cost of the Works;   | Rs. 17,37,600/- (without GST)   |
| b) Earnest money:   | Rs. 34,752/-  |
| c) Performance Security:  | 3%  |
| d) Security Deposit   | 5%  |
| 3. Time allowed for execution of work   | 90 days   |
| 4. Authority competent to decide if<br>“Any other cause” of delay is beyond<br>contractor’s control | CMD, NSIC or his<br>authorized representative   |
| 5. Liquidated Damaged   | 0.5% (one half of one percent) per week subject<br>To a Maximum 10% value of the contract |
| 6. Defect Liability Period  | 12 months from the date of<br>Completion of work in all respect                           |
| 7. Authority competent to reduce<br>compensation  | CMD NSIC or his<br>authorized executive.  |

## SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of NSIC or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the Contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. The Contractor shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward for safeguarding the contractor's materials/work etc. shall be arranged at his cost only.
4. All rates quoted by the Bidders shall remain firm for the contract period/extended contract period.
5. If the Contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the Corporation shall reject the award of the work and the contractor shall be debarred from participating in any tender invited by the Corporation for a period of three years.
6. **Execution of Work at Risk & Cost of Contractor:**

The balance work, if any, left to be completed after the determination/ cancellation of the contract as per clause no. 21 of the 'General Conditions of Contract' shall be got executed by the Corporation as stipulated in the said clause at the risk and cost of the contractor and the additional expenditure, if any, incurred by the Corporation in getting the work executed in the manner stated above, the same shall be recovered from the dues of contractor. In case the dues of the contractor are not sufficient, the contractor shall be liable to deposit the excess amount incurred by the Corporation as communicated by the Engineer-in-charge within 30 days of written notice.
7. The work shall be executed in accordance with the latest CPWD/IS/ Manufacturer specification mentioned in the Schedule of quantity and in case of any discrepancy, the CPWD/ IS/Manufacturer specifications, as applicable with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
8. The materials used for carrying out the work shall be of best available quality and the contractor has to carry out the necessary testing as per CPWD/IS specification for its conformity with specifications and all testing charges shall be borne by the Contractor.
9. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the damages. Nothing extra on these account shall be considered or paid.
10. The debris/ scrap generated during the course of execution of work shall be safely disposed of by the contractor outside the NSIC, Technical Services Centre, Okhla, New Delhi or as directed by the Engineer-In-Charge. Nothing extra shall be paid on account of lead, transportation, loading, unloading charges etc. to the Contractor on this account.
11. The contractor shall note that the work shall be carried out over the roof top of the Main workshop and Advance training Institute Buildings of the NTSC-Okhla which have height of about 15 - 16 metre (ridge level) from existing ground level and hence utmost care has to be taken by the

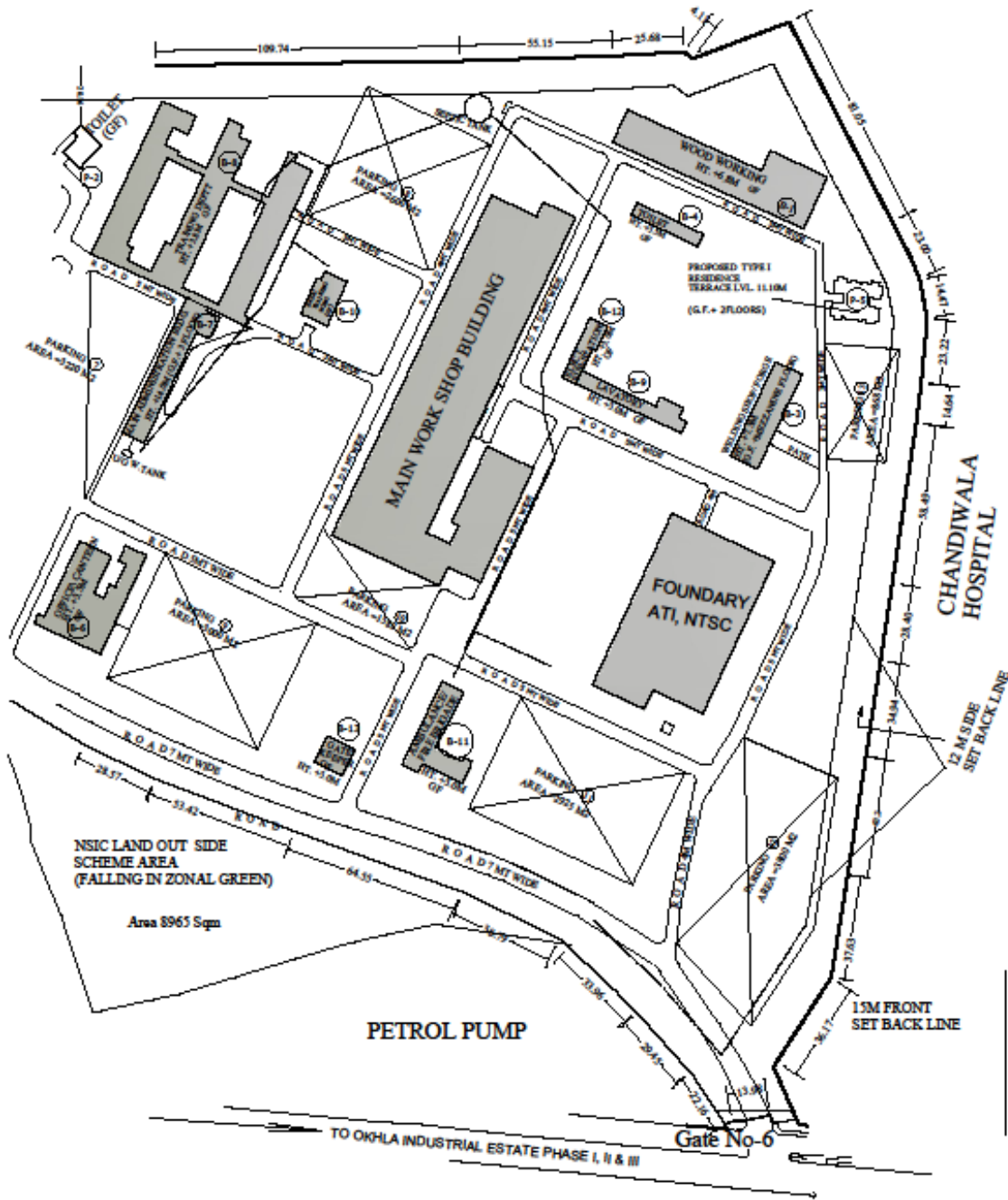


Contractor to ensure that all the safety measures are adopted during working at site. Also, necessary insurance covers are obtained by the selected bidder after award of work, but, before start of execution of work and submitted to NSIC. It should be clearly noted that the contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Corporation has nothing to do with such happenings and in no way shall be held responsible for the same.

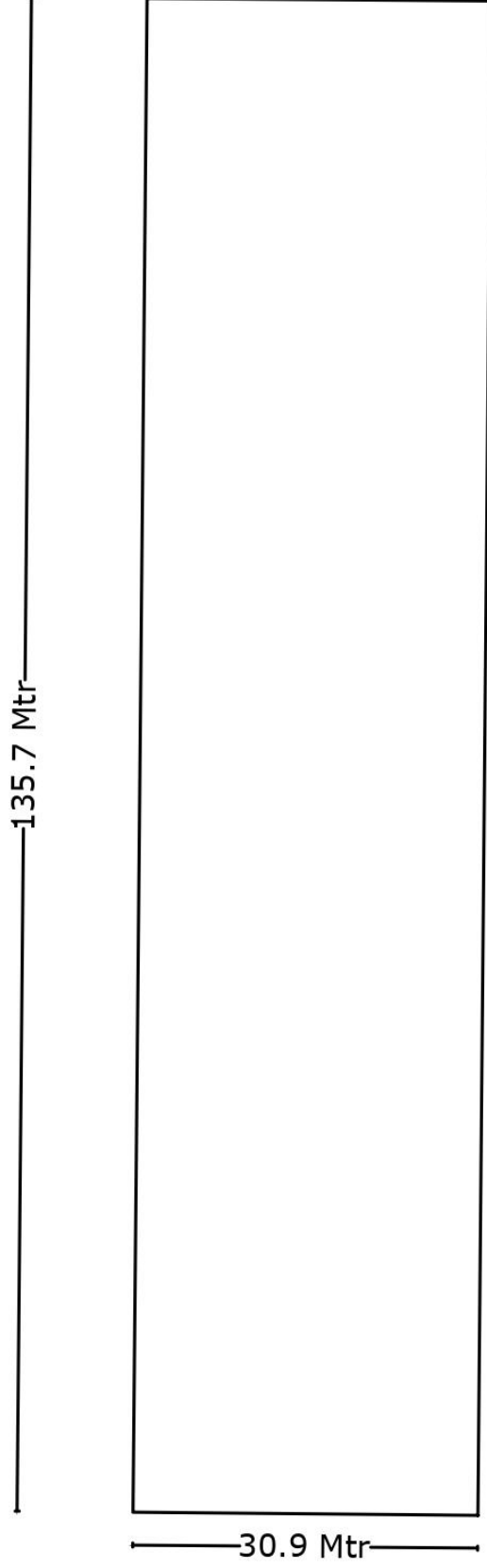
12. The Bidder shall quote their rates exclusive of GST. GST shall be released separately on submission of documentary proof of remittance of the same.
13. The Bidder should note that similar items appear at more than one place in the Schedule of Quantities (Price Bid) and hence Bidder should quote rates for each item carefully. In case of any mismatch in the rates quoted for same item, the lower of the rates quoted for the same item in any section shall be considered for evaluation.
14. The materials used for carrying out the work shall be the ones being followed by CPWD/other PSUs and wherever applicable as approved by Engineer-in-charge.
15. Rates quoted by the Bidder shall be inclusive of all materials, labour, transportation, loading-unloading, taxes, duties, insurance, POL etc. required for completion of finish item of work in all respect and nothing extra on any account, whatsoever, except quoted rate for the item shall be considered for payment.
16. Water & electricity, if required, shall be made available at site by NSIC for execution of work without any cost. However, the Contractor shall make the necessary arrangement for extension of water/power connection to the work site from the designated points, as per his requirement.
17. The work shall be carried out in the premises of NSIC Technical Services Centre, Okhla, New Delhi where training activities is already been conducted by the Centre and hence, contractor shall ensure that work executed in co-ordination with NSIC Technical Services Centre, Okhla, New Delhi so as to avoid any inconvenience/disturbance to the training activities. Also, all necessary safety precaution is taken by the Contractor to ensure that no untoward incident caused to the NSIC employees working in the said office building.
18. Contractor shall submit Guarantee Bond as per proforma provided hereinafter, for a period of five years from the date of completion of work in respect of water proofing work carried out by him. The Contractor shall be liable to carry out water proofing repairing work due to defective work, if any, during the warrantee period, free of cost.
19. The water proofing work proposed to be carried out over the top of roof sheet of main workshop and Advanced Training Institute building, respectively covers the joint portion of the sheet (horizontal and vertical)- 300 mm wide and self over the top of self-tapping screws used for fixing of roofing sheets. Also, the minimum water proofing treatment thickness over the joints shall not be less than 1500 micron. Water proofing of any other point/ location on the roof sheet is also to be done as per the directions of Engineer-in-charge.
20. Quantity of scaffolding mentioned in the BOQ is only for providing access to top of building and in no way the same should be construed for covering entire periphery of the building. Hence, the only access provided at single point to each building shall be only measured for payment and the same shall be restricted to the quantity mentioned in the BOQ.
21. All communication should be addressed to Chief General Manager-SG (MIS), The National Small Industries Corporation Limited (NSIC), NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020.



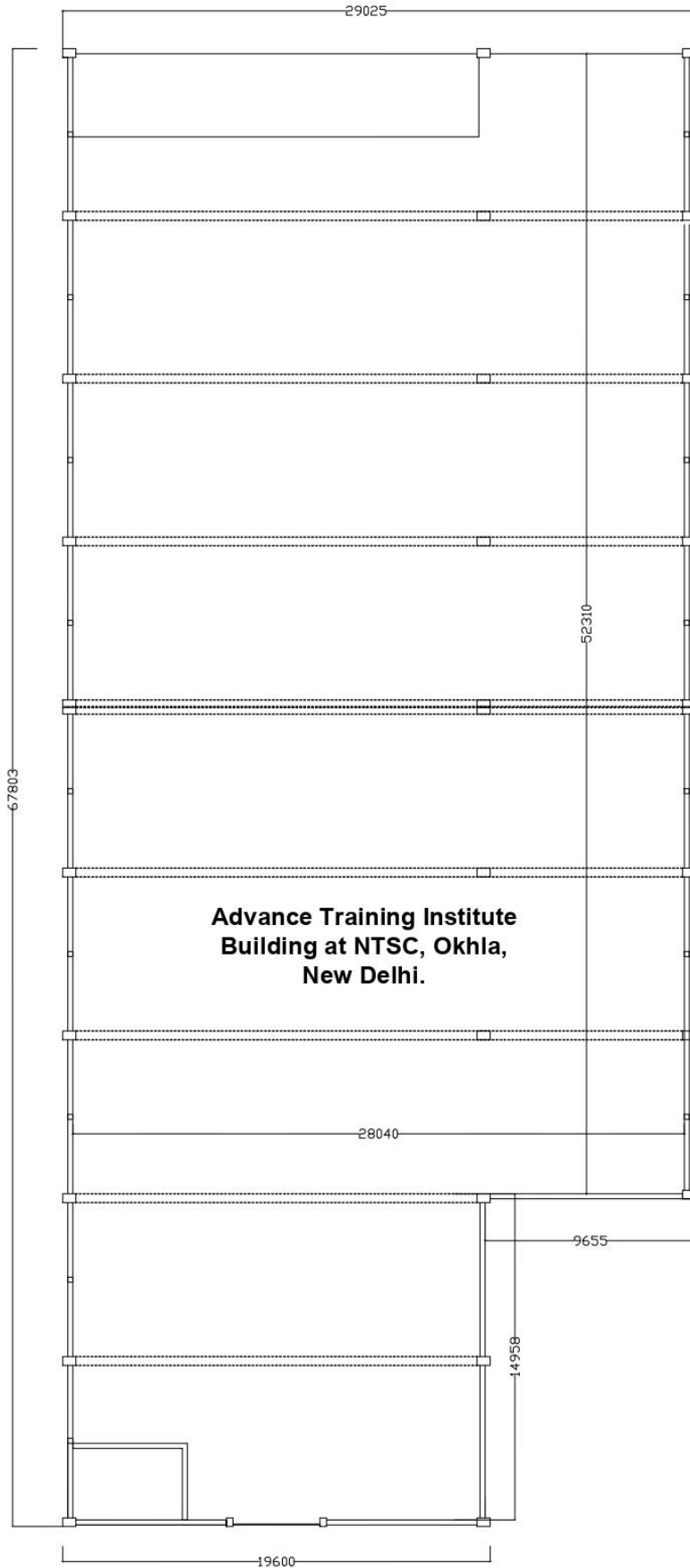
INDICATIVE DRAWING



Layout Plan of NTSC, Okhla, New Delhi



**MAIN WORK SHOP BUILDING**  
**NTSC, Okhla, New Delhi**



MAIN ENTRY/FRONT



## PERFORMA OF AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022 at New Delhi between the National Small Industries Corporation Limited, a company under the provision of the Companies Act 1956 and having its Registered Office at NSIC Bhawan, Okhla Industrial Estate, Okhla, New Delhi-110020 hereinafter referred as the “NSIC” which expression shall where context so admits, include its successor and assigns of the **ONE PART**.

And M/s. \_\_\_\_\_ (Name of the Contractor with Address), hereinafter referred to as the “Contractor” which expression shall where the context so admits includes their successors, executors, administrators, Legal representatives permitted assigns of the **OTHER PART**.

WHEREAS the “NSIC” requires execution of the work of “**Water proofing of Roof of Main Workshop and Advance Training Institute (ATI) Building at NTSC, Okhla, New Delhi-110020**” hereinafter called the “Work” more particularly described in the tender notice released in the newspapers on \_\_\_\_\_ (date) annexed hereto as **Annexure "A"**. The tender document was uploaded on NSIC Website and Central Public Procurement (CPP) Portal annexed as **Annexure “B” & “C”** respectively.

WHEREAS the NSIC has caused the specifications and schedule of quantities which are described and incorporated in the tender document comprising of 42 pages delivered by the said “Contractor” to the “NSIC” on \_\_\_\_\_ (date) and collectively annexed as **Annexure “D”**.

WHEREAS the “NSIC” has accepted the said tender as contained in **Annexure “D”** vide its letter of award No.. \_\_\_\_\_ dated \_\_\_\_\_ annexed as **Annexure “E”**.

### **Now this agreement witnesses as follows:**

The Contractor is requested to take over the site and start the work immediately. The stipulated completion period of ninety (90) days will be reckoned from the date of taking over the site or 10<sup>th</sup> day from the date of issue of the Letter of Award whichever is earlier.

In consideration of covenants, for the payments by and on behalf of the said “NSIC”, hereinafter contained, the “Contractor” hereby covenants with the “NSIC” that he/ she will supply necessary materials and execute the complete work in a thoroughly sound and workman like manner and afterwards maintain it for the requisite period as stated in the said conditions attached herewith as well as mentioned in the annexure which have been fully read and understood by the “Contractor” and signed in token of acceptance. In consideration of the covenants by the contractor hereinafter contained, the “NSIC” hereby covenants with the “Contractor” to pay to them for the execution, completion and maintenance of the work as aforesaid according to the rates quoted by the Contractor vide his/ her said tender hereto attached and at the time and in the manner and subject to the additions and deductions set out, in the **Annexure “D”**.

It is hereby agreed and declared that all the provisions of the said conditions, drawings, specifications and schedule of rates given in the “Contractor’s” tender and other documents annexed herewith including schedule of work and letter of award shall be as binding upon the “Contractor” and upon the “NSIC” as if the same had been repeated herein and shall be read as part of those presents.

Except, where otherwise provided for in the contract all questions and dispute relating to the meaning of the specifications, design, 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 to the General Terms and Conditions of the contract as contained in the tender hereto annexed as **Annexure “D”**.

In Witness Whereof the parties hereto have affixed their signature.

For and behalf of Contractor  
M/s. \_\_\_\_\_  
(Contractor)

For and behalf of the National Small  
Industries Corporation Limited

**Authorised Signatory**

Name:

Designation:

**Witness:**

1.

2.

**Authorised Signatory**

Name:

Designation:

**Witness:**

1.

2.



## **PERFORMA OF GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The Supplementary Agreement made this..... day of ..... two thousand and.....between..... son of Shri ..... of ..... (hereinafter called the Guarantor of the one part) and the National Small Industries Corporation Ltd. (hereinafter called NSIC of the other part).

WHEREAS this agreement is supplementary to the agreement (hereinafter called the supplementary agreement) dated .....already made and executed between the CONTRACTOR/ GUARANTOR of the one part and the NSIC of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS CONTRACTOR/ GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE CONTRACTOR/ GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the CONTRACTOR/ GUARANTOR will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- c) The decision of NSIC with regard to cause of leakage shall be final.

During this period of guarantee, the CONTRACTOR/ GUARANTOR shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of NSIC at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from NSIC calling upon him to rectify the defects, failing which the work shall be got done by NSIC by some other contractor at the CONTRACTOR's/ GUARANTOR's cost and risk. The decision of NSIC as to the cost, payable by the CONTRACTOR/ GUARANTOR shall be final and binding.

That if CONTRACTOR/ GUARANTOR fails to execute the water proofing or commits breach thereunder then the CONTRACTOR/ GUARANTOR will indemnify NSIC and its successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the CONTRACTOR/ GUARANTOR in performance and observance of this supplementary agreement. As to the Amount of loss and/or damage and/or cost incurred by NSIC the decision of NSIC will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the CONTRACTOR/ GUARANTOR.....and by ..... and for and on behalf of the NSIC on the day, month and year first above written.



एन एस आई सी  
N S I C

Signed, sealed and delivered by CONTRACTOR/ GURANTOR the presence of-

1.

2.

Signed for and on behalf of the NSIC by ..... in the presence of

1.



**PERFORMA OF BANK ACCOUNT DETAILS & AUTHORISATION FOR ELECTRONIC FUND TRANSFER**

To,  
Deputy General Manager (C&P),  
NSIC,  
NSIC Bhawan,  
Okhla Industrial Estate  
New Delhi – 110020

**Authorization for Payments through Electronic Fund Transfer System (RTGS/NEFT)**

Sir,

We hereby authorize NSIC to make all our payments, including refund of Earnest Money, through Electronic Fund Transfer System (RTGS/NEFT).The details for facilitating the payments are given below:

**(To be filled in Capital Letters)**

1.	Name of Beneficiary	
2.	Address with PIN Code	
3.	(A) Telephone No. with STD Code	
	(B) Mobile No.	
4.	<b>Bank Particulars</b>	
A	Bank Name	
B	Bank Telephone No. with STD Code	
C	Branch Address with Pin Code	
D	Bank Fax No. with STD Code	
E	11 Character IFSC Code of the Bank (Please enclose a cancelled Cheque)	
F	Bank Account No. as appearing on the Cheque	
G	Bank Account Type(Tick One)	Saving/Current/Loan/Cash Credit/Others
H	If Others, Specify	
5.	Permanent Account No.(PAN)	
6.	GST No. of the firm	
7.	E-Mail Address	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, I/We would not hold NSIC responsible. Bank charges for such transfer will be borne by us.

Date.....

SIGNATURE

(Authorised Signatory)

Name.....



**Bill of Quantity for Water Proofing Treatment on GI Profile / Puff sheets at main workshop & Advance Training Institute Buildings at NTSC, Okhla, New Delhi.**

Sr. No	Description	Unit	Qty	Rate (Rs.)		Amount (Rs.)
				In figure	In words	
	<b>DSR Item</b>					
1	<b>14.72-</b> Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube chollies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in- charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.					
	For climbing arrangement of Both building workshop and N-Block Building (approx size consider for each building is (2 NoX 15 mtrX 12 mtr)	sqm	360			
	<b>Non- DSR Items / MR Items</b>					
2	Polyurethane & Elastomeric Liquid Membrane with Polymer SBR Waterproofing coating Treatment at Joint of M.S shed Mfd. SSPL/Dr. Fixit/Fosroc/Saint Gobain weber or equivalent (Workshop Building apprx area 4500 Rmtr + Foundary / N-block building approx Area 2500 Rmtr) Note:- width of water proofing treatment shall be 300 mm wide	Rmtr.	7000			
a	Cleaning & removing of all loose existing filling treatment.					
b	Providing & applying one coat of SBR polymer Primer.					
c	Providing & applying Liquid membrane putty at all joints.					

d	Providing & applying one coat of Elastomeric liquid membrane with fiber cloth mesh including P/L of Geo textile 120 gsm non woven, 100 % polyster of min. thickness of 1 mm As per direction of Engineer In charge.					
e	Providing & applying two coat of Hybrid UV stable PU membrane.					
3	Polyurethane Sealant & PU Elastomeric Liquid Membrane with SBR joint filling Waterproofing coating Treatment at screw point of M.S shed Mfd. SSPL/Dr. Fixit/ Fosroc/ Saint Gobain weber (Workshop Building) treatment around self tapping screw shall be min. 75mm, round or square shape, as directed by Engineer Incharge.	Nos	12500			
a	Cleaning & removing of all loose existing filling treatment.					
b	Providing & applying one coat of SBR polymer Primer.					
c	Providing & filling PU Sealant all Screw Point.					
d	Providing & applying two coat of UV stable PU membrane.					
	<b>Grand Total</b>					
	<b>GST as applicable shall be extra</b>					

**Total amount in words-Rupees** \_\_\_\_\_  
(excluding GST).

**GST applicable shall be extra, as per tender conditions.**

**Signature of Bidder with seal**