

## **VOLUME II**

### **COMMERCIAL CUM TECHNICAL BID**

**FOR  
SUPPLY, INSTALLATION, TESTING  
AND COMMISSIONING OF BOOM BARRIERS**

**FOR PREMISES OF  
NATIONAL INSTITUTE OF SECURITIES MARKETS**

**AT**

**Plot No. IS- 1 & IS-2 (Opp. HDFC Bank, Rasayani  
Branch), Patalganga Industrial Area, Village  
Mohopada(Wasambe),Taluka – Khalapur, District  
Raigad, Pin code – 410 222**

**To be submitted in a separate sealed envelope marked as envelope III**

**INDEX**

<b>Sr.</b>	<b>Description</b>	<b>Page No.</b>
1.	General instructions	3-4
2.	Appendix to Conditions of Contract	5-6
3.	Conditions of Contract	7-10

### General instructions

1. Sealed item rate tenders are invited by National Institute of Securities Markets (NISM) for the captioned project in three bid system.
2. The tenderer shall quote his prices as per various terms and conditions and bill of quantities of the tender.
3. The work is to be completed in a period of 30 calendar days from date of issue of work order. Time is the essence of the contract and work shall be completed in all respects in the contractual time period.
4. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, and must obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether or not the site is inspected by the tenderer and no extra charges shall be entertained on account of any misunderstanding or otherwise about the facilities and / or conditions at site. Submission of a tender by a tenderer categorically implies that he has read various terms and conditions of the tender document and has made himself fully aware of the scope and specifications of the work to be done and local conditions and other factors having bearing on the execution of the work and have complete clarity about all these aspects.
5. Tender document can be downloaded from the website: [www.nism.ac.in](http://www.nism.ac.in)
6. Interest free Earnest Money Deposit (EMD) of Rs. 12,000/- (Rupees Twelve Thousand Only) in form of Demand Draft / Banker's cheque / Pay Order in favour of **National Institute of Securities Markets**, payable at **Mumbai**, must accompany the tender. Cheque for EMD will not be accepted. Tenders accompanying cheque will stand summarily rejected. EMD will not bear any interest. EMD's of unsuccessful tenderers will be refunded without any interest.
7. Tenders of the tenderer, who do not deposit the EMD in the above manner, shall stand rejected.
8. NISM is not bound to accept the lowest and / or any other tender and reserves the authority to reject any and / or all the tenders received, without assigning any reason. Any tender, in which any of the prescribed condition is not fulfilled and / or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

9. The tenderer is required to quote for all the items mentioned in bill of quantities. In case the tenderer does not quote for any of the item/s, he will be required to execute such items at without any financial implication to the Employer to the extent of quantity/ies mentioned in bill of quantities. No payment for executing such items will be made by the Employer.
10. Rates quoted by the tenderer 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 tenderer shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rates quoted by the tenderer in words shall be taken as correct. Where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will be considered unless otherwise proved be taken as correct and not the amount.
11. The tender for the work shall remain open for acceptance for a period of 30 calendar days from the date of submission of tender. If any tenderer withdraws his tender before the same period and / or makes any modifications in the terms and conditions of the tender which are not acceptable to NISM, then NISM shall, without prejudice to any other right and / or remedy, be at liberty to forfeit the said EMD and realize the money.
12. All the rates mentioned in the tender should be inclusive of all taxes, duties, loading & unloading, freight, GST, royalties, installation, tools, tackles, supervision, overheads and profits, statutory charges, costs for licenses and any other expenditure etc. required for successful commissioning of all the equipment and shall remain firm till completion of work. No extrapayment on account of any reason, whatsoever, shall be made beyond quoted prices. Escalation in price(s) will not be payable for whatsoever reasons.

\*\*\*\*\*

**APPENDIX TO CONDITIONS OF CONTRACT**

1.	Name of Work	: Supply, installation, testing and commissioning of Boom Barriersfor NISM campus at Patalganga.
2.	Location of the site	: Campus of National Institute of Securities Markets,Plot No. IS- 1 & IS-2 (Opp. HDFC Bank, Rasayani Branch), Patalganga Industrial Area, Village Mohopada (Wasambe), Taluka – Khalapur, District Raigad, Pin code – 410 222
3.	Earnest Money Deposit	: 12,000/- (Rupees Twelve Thousand Only)by Bank Draft/Pay Order/Banker’s Cheque.
4.	‘NISM / Employer / Institute’	: National Institute of Securities Markets (NISM) having its office at NISM Bhavan, Plot No. 82, Sector 17, Vashi, Navi Mumbai 400 703 and includes its representatives, successors and assigns.
5.	Validity of tender	: 30(Thirty) calendar days from the submission of tender.
6.	Price escalation	: No upward revision of rates will be accepted after opening of the price bid / revised price bid on account of any reasons whatsoever. The rates at which the work order is finally placed on the successful tenderer shall be valid till the completion of the work. No escalation or increase in the rates on account of any reasons whatsoever shall be paid to the contractor during execution of work till completion.
7.	Completion period	: 30 calendar days from the date of issue of work order.
8.	Liquidated Damages	: 1% of the balance workper week of delay, subject to a maximum of 5% of the balance work.
9.	Defects Liability period	: 12 months from the date of virtual completion of the work as certified by the Employer.

TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF BOOM BARRIERS  
FOR NISM CAMPUS AT PATALGANGA

---

- |                               |   |   |
|-------------------------------|---|---|
| 10. Period for making payment | : | 80% against successful delivery of the Boom Barriers at the site. Balance 20% against installation, testing and commissioning of the Boom Barriers within 7 working days. |
| 11. Security Deposit          | : | Equivalent to EMD. The security deposit shall be returned after 12 months of virtual completion of work.  |
| 12. Advances                  | : | No advances shall be paid.  |

We agree to the terms incorporated above.

**Date :** **Signature of Authorized Person on behalf of Tenderer with Seal**

**CONDITIONS OF CONTRACT**

**INDEX**

<b>Clause No.</b>	<b>Description</b>
1.	Work Order
2.	Earnest Money Deposit and Security Deposit
3.	Liquidated Damages
4.	Advance
5.	Escalation
6.	Work to be executed in accordance with specifications, orders etc.
7.	Payment
8.	Extension of time
9.	Completion Certificate
10.	Power
11.	Patent, Royalty, Trade Mark etc.
12.	Defects Liability period and Maintenance
13.	Declaration

**1. Work Order**

Within the validity period of the tender, the Employer shall issue a work order to the Contractor for taking up the work.

**2. Earnest Money Deposit and Security Deposit**

The tenderer shall submit requisite EMD in the form of Demand Draft / Banker's cheque / Pay Order drawn in favour of National Institute of Securities Markets. No tender shall be considered unless the EMD is so deposited in the required form along with the tender. No interest shall be paid on EMD. The EMD (without interest) of the unsuccessful tenderer shall be refunded soon after the decision to award the work is taken. The EMD shall stand absolutely forfeited, if the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Employer.

For successful tenderer, the sum of Earnest Money Deposit shall be retained towards security deposit. The said security deposit shall be returned after 12 months of virtual completion of work.

**3. Liquidated Damages**

Time is the essence of the contract. If the contractor fails to complete the work on or before the contractual date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated under '*Appendix To Conditions Of Contract*'.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this contract with the Employer.

**4. Advance**

No advance will be paid for this contract.

**5. Escalation**

No escalation and payment due to increase in prices / wages will be made to the contractor. The rates quoted by the contractor shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

**6. Work to be executed in accordance with specifications, orders etc.**

The contractor shall supply the Boom Barriers as per the model and series no. specified in the tender documents. In case of any deviation from the specified model and series, the contractor shall intimate the reason for such deviation and take prior approval with justified reason and necessary cost adjustment (if applicable) before supplying such Boom Barriers.

**7. Payment**

80% payment shall be released against successful delivery of the Boom Barriers at the site. Balance 20% payment shall be released against installation, testing and commissioning of the Boom Barriers within 7 working days. Statutory deductions / recoveries, as applicable, shall be made at the time of payment.

**8. Extension of time**

In case, the work is not completed within stipulated period of time, the contractor shall apply for extension of time before the expiry of the scheduled time and while applying for extension of time, he shall furnish detailed reasons and his justification, if any, for the delays.

**9. Completion Certificate**

On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the contractor shall ensure to clear the site of all surplus materials including packing material failing which a token amount of Rs. 10,000/- shall be deducted from the payment of the contractor.

Upon the satisfactory completion of the work, the Employer shall issue a completion certificate.

This issuance of completion certificate shall be without prejudice to the Employer's rights and contractor's liabilities under the contract including the contractor's liability towards maintenance during defects liability period.

**10. Power**

Power will be provided at site of work free of cost.

**11. Patent, Royalty, Trade Mark etc.**

The Contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Employer in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

**12. Defects Liability Period and Maintenance**

The defects liability period shall be 12 months from the date of completion of the work as certified by the Employer. The Contractor shall provide Comprehensive Maintenance services during the defects liability period. The maximum period allowed for attending the complaint is 48 hrs. and maximum period allowed for resolving the complaint is 5 calendar days from the time complaint is made. In case, contractor fails to resolve the complaint within 5 calendar days, the same will be got rectified through some other agency and penal recovery @ double the amount spent by the Employer shall be made from the security deposit available with the Employer.

**13. Declaration**

I/We have inspected the site of works and have made fully acquainted with the local conditions in and around the site of works. I/We hereby declare that I/We have gone through the conditions laid down in the tender documents and understood the same and on the basis of the same, I/We quote our rates in the bill of quantities attached with the tender documents.

Signature of Tenderer

Witness:

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_