

NATIONAL SEEDS CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
**CSF, JAWLAGERA, Distt. Raichur.**



**TERMS & CONDITIONS OF E-TENDER/CONTRACT & SCHEDULE**

**FOR**

**Supply, Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer including all allied equipments at CSF, JAWLAGERA, Distt. Raichur.**

**TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY**

OPENING OF TENDER (ENVELOPE NO.1—TECHNICAL BID) : Dated on 20/02/2019 at 15.00 Hours

COST OF TENDER FORM : Rs. 500/- (Rs. Five Hundred only ) to be paid online only.

**Contact details:**

<b>Particulars</b>	<b>Telephone</b>	<b>E-mail</b>
Central State Farm, Jawalagera, Distt. Raichur	08535-201246, 07337780403	csf.raichur@indiaseeds.com
Web Site	<a href="https://indiaseeds.com">https://indiaseeds.com</a> <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a>	

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**NATIONAL SEEDS CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
BEEJ BHAWAN, PUSA COMPLEX  
NEW DELHI-110012**

No.NSC/CSF/JWL/6(11)/2018-19/CIVIL

Dated: 06.02.2019

**Notice Inviting E-Tender**

National Seeds Corporation Ltd. (NSC) invites E-tender from reputed Contractors registered with CPWD, MES, GESCOM, and State/Semi Govt. Organization and having experience for successful execution at least three similar works of 40% or two works of 50% or one work of 80% value of the estimated cost of tender executed during the last five years & also having EPF& ESI Registration for Laborer engaged for the work.

SN	Particulars	Details
1	Name of Work	Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer including all allied equipments
	Location	CSF, JAWLAGERA, TQ. Sindhanur, Distt. Raichur. Karnataka;584143.
	Completion Period	One months.
2	Tender Form Fee	Rs. 500/- (non-refundable)
	Registration charges of e-tender for one year	Rs. 3416/- (non-refundable) in favour of M/s C1 India Private Limited,Gurugram.
	Tender Processing Fee	Rs. 570/- (Non-refundable) in favour of M/s C 1 India Private Limited, Gurugram.
3	Earnest Money Deposit	Rs.10,000/- (Rs. Ten thousand only)
4	Schedule of Tender	06/02/2019 to 20/02/2019
	Availability of tenders and submission of online bids	06.02.2019 to 20.02.2018 up to 13.00 Hrs on NSC e-Portal: <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a> & <a href="http://www.indiaseeds.com">www.indiaseeds.com</a>
	Pre bid meeting for clarifications	19.02.2019 at 14.30 hours
	Date of opening of E-tender Technical Bid	20.02.2019 at 15.00 Hours
5	Address for Communication	Farm Head, CSF, JAWLAGERA
	Telephone	08535-201246, 07337780403
	E-mail	<a href="mailto:csf.raichur@indiaseeds.com">csf.raichur@indiaseeds.com</a>
	Web-site	<a href="http://www.indiaseeds.com">www.indiaseeds.com</a> , <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a>
	Contact Helpline at C1 India Ltd, Gurgaon, Ashish Kumar	NSC Global Support, Ph.- 9971456555, 0124-4302033/36/ 37

1. It is mandatory for the interested bidders/ contractors to get themselves registered with NSC e-Tendering Portal (<https://indiaseeds.eproc.in>) and get User ID, Password & Class-III Digital signatures for participating in the E-tendering process. The tender documents shall be purchased,accessed, filled and submitted online from the Website as mentioned above.
2. The processing fee, earnest money & tender form fee shall have to be deposited online. For any query regarding this online deposition,NSC Global Support, Ph.- 9971456555, 0124-4302033/36/37 may be contacted Mr. Ashish Kumar, C1 India Ltd.
3. Apart from this the same can be seen in this office on any working day between 10.00 Hours to 17.30 hours.
4. The eligibility criteria for participation are given in the tender document.
5. Micro Small Enterprises (MSEs) or NSIC registered for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnishing of documentary proof for the specified work in support of their claim along with their

- request. Aadhar number is mandatory for MSME party.
6. Tenderers should be submitted both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A of the tender documents.
  7. Price bid will be opened on suitable date & time which will be communicated to all responsive bidders through E-mail who have technically qualified.
  8. Firm should have registered GST identification no. and mentioned the GST No. in the price bids separately & applicable for the scope of work.
  9. The firm will abide itself by all the labour laws. The firm should give an undertaking that it will abide with all labour legislations as long as its associations with NSC continuous and for the purpose of it. NSC will not be liable for violation of any labour laws, violations committed by the firm/tenderer/successful bidders.
  10. Tender not accompanied with requisite amount of EMD, Tender fee and not submitted as per instructions contained in the tender document will be summarily rejected.
  11. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Competent Authority shall be final and binding on tenderer.
  12. All the disputes/differences arising out of the present tender and the sub contract including expectations to terms & conditions of the Agreement shall be subjected to the jurisdiction of court at Delhi/New Delhi only.

**FARM HEAD**

# PART- A

## SECTION - I

### **INSTRUCTIONS TO TENDERER – ONLINE MODE**

#### **DEFINITIONS:**

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited ("NSCL") introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

#### **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSCComponents, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto:jatin.kalra@c1india.com) for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT / RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through offline/online mode in the form of demand draft in favour of M/s C 1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

## **II. PREPARATION & SUBMISSION OF APPLICATIONS:**

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## **III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS :**

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

## **IV. OPENING AND EVALUATION OF APPLICATIONS :**

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in  
  
the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

## **V. DISCLAIMER :**

- The vender must read all the instruction in the RFP and submit the same accordingly.

## SECTION - II

### Instruction to Tenderers

#### GENERAL RULES AND GUIDANCE FOR INVITING E-TENDER

1. The e-tenders are being invited by National Seeds Corporation, **CSF, JAWLAGERA, Tq-Sindhanur, Distt. Raichur. Karnataka;584143**
2. The contractor should read the specifications carefully before submitting e-tender.
  - a) **EARNEST MONEY:** EMD is fixed to be deposited through online mode only as indicated in Notice Inviting Tender of the tender document Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer including all allied equipments
  - b) **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme:** Indian manufacturers/suppliers who are **Micro Small Medium Enterprises(MSME) and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.
  - c) The MSME units claiming exemption of Tender cost/EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued by District Industries Centre (DIC) / National small industries commission (NSIC) or any other body specified by Ministry of MSME. The memorandum/certificate shall clearly indicate the monetary limit and shall be valid as on due date/ extended due date of the tender. Also it should cover the items tendered to get EMD/Tender fee exemptions.
  - d) The Public Sector Undertakings participating shall deposit EMD viaonline mode through NEFT / RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
  - e) Any Tender not secured in accordance with paras above will be rejected by the Corporation as non-responsive EMD to be submitted by means of online payment only.
3. Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.
4. The tenderer will be required to attach Income Tax Return for the last 2 year and Registration No. of GST,ESI and PF while applying for e-tender through online.The contractor will have to give an undertaking that he will submit the proof of remittance of PF/ESI through challan at the time of bill payment. In case of non-furnishing of such proof, 4.7% (four point seven percent) of the value of the bill amount of work shall be withheld by NSC which can be released only after production of the required document.

If it is incumbent upon NSC to deposit withhold amount with EPF authorities, the same shall be deposited by NSC with EPF authorities. After deposition of the amount, NSC shall not refund this to the contractor even on production of EPF Challans.



5. PROCEDURE FOR SUBMISSION OF E-TENDER: -The tenderers shall submit the bid online only before the due date and time of submission.
6. **All material shall be of high quality, safe, complete and fully operational including all necessary items and accessories whether or not specified in details. All works shall be completed in accordance with the regulations and standard to the specification/NSC, the general provisions, special provisions and general requirements apply to all items of this specification.**
7. **It should also be noted that all the building floors of the working area has been occupied by the tenants of NSC. Hence, proper coordination, planning to start the work should be managed by the contractor himself and he shall be fully responsible for the maintenance of Fire Protection System installations till the entire work covered by this contract is satisfactorily completed by him and handed over to NSC.**
8. **The contractor should visit the site i.e. CSF, JAWLAGERA, TQ. Sindhanur, Distt. Raichur. Karnataka;584143 and shall satisfy himself to the conditions, the accessibility of site, the full extent, character and the nature of the work. No claim on the ground for want of knowledge in such respect will be entertained.**
9. **Contractor shall arrange all permissions from Government Department for arranging the work. He will be fully responsible for carrying out the work till completion and handing over to NSC.**
10. Any tax applicable on materials tools and plants, equipments in respect of this contract shall be payable by the contractor and no claim whatsoever in this respect will be entertained.
11. The contractor should quote the rates in figures as well as in words and amount tendered by him. The amount for each item should be worked out and the requisite the total given. Rates should be written in words closely followed by figures and it should not be written in the next line.
12. Time allowed for carrying out the work will be **one month from the date of issue of work order.**
13. Tenders shall be received up to 13.00 hrs on 20/02/2019 and will be opened at 15:00 hours on same day at above mentioned address in presence of tenderer who wish to attend.
14. Tender should remain open for acceptance for a period of 90 days from the date of receipt of tender. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money as aforesaid.
15. Tenders who do not fulfill all or any of the above conditions or incomplete tenders in any respect are liable to be summarily rejected.
16. The e-tenders submitted with any additional conditions are liable to summarily rejection.
17. Mobilization advance shall not be applicable.
18. Certificate of financial soundness issued by the bankers with the complete address be submitted along with the tender. (Solvency certificate).
19. In the case of any tender where unit rate of any item /items appear unrealistic and imbalance and in case the tenderer is unable to provide satisfactory explanation, such a tender will be liable for rejection.

20. Water & Electricity for work of what so ever purpose related to the work will be arranged by the contractor. Where ever the same is provided by the NSC consumption charges shall be borne by the contractor @ **1.5 %** of the work value.
21. Change in the terms and condition or the specifications, or schedule of completion shall not be accepted such conditional tenders shall be liable for rejection.
22. The rates shall be inclusive up to all heights, materials, labours, tools & plants and taxes etc. as per site conditions.
23. The payments will be released on submission of bills for the work.
24. The contractor should verify all layouts shown and in case of doubt, obtain required particulars which may in any way influence his tender from the Engineer as no allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.
25. The successful tenderer shall deposit Performance Bank Guarantee/DD @ 5% of awarded value of work within 15 days of date of issue of the work order.
26. The performance guarantee shall be refunded to the contractor after defects liability period/warrantee period.
27. Defects arising during the defect liability/warrantee period if any shall be rectified by the party free of cost with in fortnight as and when brought to the notice in writing or telephonically.
28. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender.
29. The contractor shall comply with the clauses of contracts to furnish labour clearance certificate for refund of security and it shall be governed as per CPWD guidelines.
30. The Corporation shall have the right of rejecting all or any of the tender without assigning any reason whatsoever and will not be bound to accept the lowest tender or any of the tender.
31. **DEVIATION IN SPECIFICATION:** Normally no deviation from the specification will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of CSF,Raichur with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement with full justification for acceptance by the evaluation committee

**SECTION –III**  
**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

**DEFINITIONS:-**

- 1 The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Seeds Corporation Ltd/Central State Farm and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together, shall be deemed to form the contract and shall be complementary to one another.  
**'Employer'** means National Seeds Corporation Limited acting through its Chairman cum Managing Director including his authorized representative(s) who will employ the contractor and legal successor(s) in title and permitted assigns.
  
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigns to them:-
  - a) The expression 'works' or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - b) The 'Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assignees or such individual, firm or company.
  - c) The Corporation or NSC means the National Seeds Corporation Ltd.
  - d) The 'Engineer' means the Engineer and includes the Project Manager/In charge who shall supervise and be in charge of the work or any other designation authorized by the Employer for the purpose of operating the contract.
  - e) Where the context requires, words imparting the singular only also include the plural number and vice-versa.
  - f) **'Specification'** means the specification referred to in the tender and any modification there of or addition there to as may from time to time be furnished approved in writing by Engineer.
  - g) 'Approved' means approved in writings and 'approval' means approval in writing.
  - h) Tendered value means the value of the entire work as stipulated in the letter of award.

### **WORK TO BE CARRIED OUT:**

3. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, material, tool, plants, 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 shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **SUFFICIENCY OF TENDER:**

4. 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 rates and prices shall, except as otherwise provided, over all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **DESCRIPENCIES AND ADJUSTMENT OF ERRORS:**

5. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figure dimensions in preference to scale and the special conditions in preference to general conditions.
  - (i) In case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
    - a) Description of Schedule of Quantities.
    - b) Particular Specification and Special Condition as per manufacturer.
    - c) Drawings
    - d) C.P.W.D. specifications/State Electricity Board specifications.
    - e) Indian standard specification of B.I.S.
    - f) If there are varying or conflicting provisions made in any one document forming part of the contract, the Acceptance Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
    - g) Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract

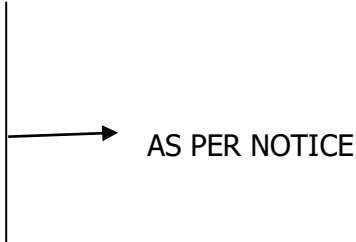
### **SIGNING OF CONTRACT**

6. The successful contractor, on acceptance of office tender by the accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
  - (I) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

## **ITEM RATE TENDER**

I/We hereby tender for the execution of the work for National Seeds Corporation, (A Govt. of India Undertaking) New Delhi specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respect with the specifications, designs, drawings and instructions in written referred to rule of General Rule and Guidance and with such materials as are provided for by and in all respect in accordance with such conditions so far as applicable.

Memorandum

- a) General description
  - b) Estimated cost
  - c) Earnest money
  - d) Performance Guarantee
- 
- AS PER NOTICE

e) Security deposit – 5% will be deducted from every running bill and final bill and will be refunded after completion of defective liability period.

I/We have read and examined the Notice schedules, specifications applicable, general rules and directions, conditions, schedule of rates and other documents and rules referred to in the tender document for the work.

The validity of the tender is for 90 days from the date of opening of tender.

We also undertake to furnish performance Bank guarantee/Demand Draft @ 5 % of accepted value of work within 15 days of letter issued in this regard. The performance guarantee shall be kept valid and will be refunded to the contractor soon after the successful completion of defects liability period/warrantee period.

The tender be accepted in whole or in part, I/We hereby agree (1) to abide by and fulfill all the terms & provisions of the said conditions annexed here to and all the terms and provision contained in the notice inviting tender so far as applicable, and or in default thereof to forfeit and pay to the Corporation or their successors, the sum of money mentioned in the said conditions.

I/We agree that the said Corporation or their successor in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee, otherwise said Performance Guarantee shall be retained for performance of contract onward for a period up to two months from the date of completion of work. Earnest money shall be retained by them towards security deposit.

(ii) to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein, and to carry out such deviations as may be ordered, up to a maximum of 100 % at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions mutually agreed.

Dated.....

Signature of Contractor with stamp

Postal Address

.....  
.....

Witness:-

Address.....

Occupation.....

Witness:-.....

Address:-.....

Occupation.....

## CLAUSES OF CONTRACT

### CLAUSE- 1 PERFORMANCE GUARANTEE

- i. The contractor shall submit an irrevocable Performance Guarantee of 5 % (five percent) of the accepted amount in addition to other deposit mentioned elsewhere in the contract, for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified from the date of issue of letter of acceptance. This period can be further extended by the Engineer up to maximum period on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/- or deposited by Demand Draft/ pay order of any schedule bank (in case guarantee amount is less than 1,00,000/-only).
  - a. This guarantee bond shall be in the form of Demand Draft or by means of Bank Guarantee as per proforma attached of the tender document. The Bank Guarantee shall be issued by and Schedule Bank in favour of National Seeds Corporation Limited. The Bank Guarantee should be accompanied by a forwarding letter of the banker on their letter head
- ii. The performance guarantee shall be refunded to the contractor after defects liability period/warranty period i.e. one year from the date of completion of work.
- iii. The Engineer shall not make a claim under the performance guarantee except for amounts to which the Corporation is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the performance guarantee.
  - b. Failure by the contractor to pay NSC any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
- iv. In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman-cum-Managing Director.

### CLAUSE 2 LIQUIDATED DAMAGES FOR DELAY

If the contractor fails to comply with the time for completion in accordance with clause 5 or required progress for the whole of the work or if applicable any section within the relevant time prescribed and clear the site, In case of delay in completion of civil contracts, LD shall be levied from the contractor at the rate of 0.5% (half percent) of the contract price per week of delay, subject to a maximum of 10% (ten percent) of the contract price. The payment of deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

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### CLAUSE 3.1

### SUSPENSION OF WORK

The contractor shall, on the instructions of the engineer suspend the progress of the works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer unless such suspension is;

- a) Otherwise provided for in the contract, or
- b) Necessary by reason of some default or of breach of contract by the contractor of which he is responsible, or
- c) Necessary by reason of climatic conditions on the site, or
- d) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined in the sub clause 3.1) Sub clause-3.2 shall apply.

### 3.2

### DETERMINATION FOLLOWING SUSPENSION

Where pursuant to sub clause 3.1 the sub clause applies, the Engineer shall, after consultation with the Employer determine;

- a) Any extension of time to which the contractor is entitled under clause 5, and
- b) The amount which shall be added to the contract price, in respect of the cost incurred by the contractor by reason of such suspension and shall notify the contractor with a copy to the Employer.

### CLAUSE: 4

### EXTENSION OF TIME FOR COMPLETION

1. In the event of:

- a) The amount or nature of extra or additional work or
- b) Exceptionally adverse climatic conditions, or
- c) Any delay, impediment or prevention by the Employer, or

d) other special circumstances which may occur, other than through a default or breach of contract by the Contractor or for which he is responsible being such as fairly to entitle the Contractor to an extension of the Time for Completion of the works, or any section or part thereof, the Engineer shall determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.



2. Contractor to provide notification and detailed particulars.

Provided that the Engineer is not bound to make any determination unless the Contractor has

a) Within 28 days after such even has first arisen notified the Engineer with a copy to the Employer, and

b) Within 28 days, or such other reasonable time as may be agreed by the Engineer, after such

Notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

CLAUSE: 5 MEASUREMENTS OF WORK DONE

The quantities set out in the Bill of Quantities are the estimated quantities for the works, and they are not to be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligation under the Contract.

The Engineer shall, except as otherwise stated ascertain and determine, by measurement the value of the works in accordance with Clause 7. The Engineer shall, when he requires any part of the works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

a) Forthwith attend or send a qualified representative to assist the Engineer in making such measurement and

b) Supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the works. For the purpose of measuring such permanent works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawing with the Engineer and shall sign the same when so agreed. If the contractor does not attend to examine and agree such records and drawing, they shall be taken to be correct. If, after examination of such records and drawing, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor within 14 days of such examination, lodges with the Engineer notice of the respect in which such records and drawing are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for the Contract.

CLAUSE: 6

6.1 RUNNING BILLS – Only three running bills shall be made with the satisfactory progress of the work.

6.2 FINAL BILL – Final bill will be prepared after completion of the work.

CLAUSE 7.1 DISMANTLED MATERIAL WILL BE NSC'S PROPERTY

The contractor shall treat all materials obtained during dismantling of a structure, old weaved out pipes etc. as Employer's property and such materials shall be disposed off to the best advantage of the Employer.

CLAUSE: 8 WORKS TO BE EXECUTED ACCORDING TO REQUIREMENT OF THE BUILDING, LAYOUT, EXISTING SYSTEM.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the layout of the work signed by the Engineer.

CLAUSE: 9 ACTIONS IN CASE WORK NOT DONE AS PER SPECIFICATION

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his authorized representative and other senior officers the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer or his authorized representative at work or Senior Officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made immediately of the completion of the work from the Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for 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, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charges and cost. In the event of the failing to do so within a period specified by the Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### CLAUSE: 10 CONTRACTORS LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy and part of building, in which they may be working, or any building, main or ancillary or other installation fixture etc. or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatsoever or if any defect, shrinkage or other faults appear in the work **within twelve months after a certificate final** or otherwise of its completion shall have been given by the Engineer as aforesaid arising out of defective or improper materials or workmanship, the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense, or in default the Engineer may cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof from the security deposit of the contractor.

#### CLAUSE: 11 CONTRACTORS TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied by Employer plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work. Whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor, shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under the contract and/or from his security deposit thereof.

#### CLAUSE: 12.1 RECOVERY OF COMPENSATION PAID TO WORKMAN

In every case in which by virtue of the provisions of sub-section (i) of section 12 of the Workmen's Compensation Act, 1923, NSC is obliged to pay compensation to a workman employed by the contractor the amount of the compensation so paid; and without prejudice to the rights of the Employer under Section 12, sub-section (ii) of the said Act. Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Employer to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under Section 12, sub-section (i) of the Said Act, except on the written request of the contractor and upon his giving to Employer full security for all costs for which Employer might become liable in consequence such claim.

#### CLAUSE: 12.2 ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the contract labour (Regulation and Abolition) Act 1970 and of the contract labour (Regulation and Abolition Central Rules 1971) Employer is obliged to pay any amounts of wages to a Workman employed by the contractor in execution of the works or to incur any expenditure providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 and sanitary arrangements for workers employed by Contractors. NSC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the right of the Employer under, Section 20 Sub section (2) and Section 21 sub-section (4) of the contractor Labour (Regulation & Abolition Act 1970). Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this agreement or otherwise. Employer shall not be bound to contest any claim made against section 20 sub section (1) & Section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which Employer might become liable in contesting such claim.

#### CLAUSE: 13 ENGAGEMENTS OF STAFF AND LABOUR

The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment housing, feeding and transport.

a) The Contractor shall, at all times during the continuity of the contract, comply fully with all existing Acts, regulations and by laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976. Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also labour Regulations made by Government from time to time. Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is cause to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the

provisions stipulated here forth on the part of the Contractor, the Engineer shall have the right to deduct from any moneys due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

Provided, however, the Employer shall have no other responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

### 13.1 AGE OF LABOUR

No labourer below the age of eighteen years shall be employed on the work.

### 13.2 SAFETY PROVISIONS

In respect of labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall at his own expense arrange for the safety provisions as per Safety code of CPWD. Safety code framed from time to time 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 liable to pay a penalty of Rs.200/- for each default and in addition the Engineer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

### 13.3 HEALTH AND SANITATION

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by Employer and its contractors.

### CLAUSE: 14 MINIMUM WAGES ACT TO BE COMPLIANCE WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulations and Abolition) Act, 1970 amended from time to time and other Laws affecting contract labour that may be brought into force from time to time.

### CLAUSE: 15 WORK NOT TO BE SUBLET ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Engineer and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, . perquisite, reward or advantage pecuniary or otherwise,

shall either directly or indirectly, be given promised or offered by the Contractor or any of his servant or agent to any public officer or person in the employ of NSC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer on behalf of the Managing Director shall have power to adopt any of the courses specified in Clause 3 as he may deem best suited in the interest of NSC and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE: 16 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be supplied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE: 17

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer who shall be entitled to directly at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE: 18 SETTLEMENTS OF DISPUTES AND ARBITRATION

18.1 ENGINEERS' DECISION

If a dispute of any kind whatsoever arises between the Employer and the contractor in connection with, or arising out of, the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. No later than the eighty fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the employer and the contractor. Such decision shall state that it is made pursuant to the Clause.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the works with all due diligence and the contractor and the employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitrator award.

If either the Employer or the contractor be dissatisfied with any decision of the Engineer or if the Engineer fails to give notice of his decision on or before the eighty fourth day after the day on which he received the reference, then either the Employer or the contractor may, on or before the seventieth day after the day on which he received notice of such decision, on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be given notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as herein after provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided as to such dispute and subject to Sub Clause 18.4 no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall be come final and binding upon the employer and the contractor. Request for arbitration by the contractor shall be entertained by the employer only after completion of work.

## 18.2 AMICABLE SETTLEMENT

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub Clause 18.1 arbitration of such dispute shall not be commenced unless and attempt has first been made by the parties to settle such dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty sixth day after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable settlement thereof has been made.

## 18.3 ARBITRATION:-

The arbitration on this tender shall be governed by the following conditions:-

### **i) Jurisdiction of subject :-**

All the disputes/differences between the parties as may be arising out of the present tender documents and subsequent to the execution of the agreement between the parties including interpretation of the terms and agreement shall be subject to the exclusive jurisdiction of Courts at New Delhi/Delhi only.

### **ii) Arbitration Clause:**

Except where otherwise provided for in the sub contract all questions and disputes relating to the meaning of instructions herein before mentioned or as to any other question, claim, right matter of anything whatsoever, in any arising out of or relating to the sub contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after completion of abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to the sole arbitrator to be appointed by the Chairman - cum - Managing Director or the holder of highest office in NSC for adjudication of the dispute. The Arbitration will be done in accordance with the Arbitration and Conciliation Atc, 1996 was amended from time to time. The venue of Arbitration proceeding shall be at New Delhi only and the language of proceedings will be English only.

If the C.M.D is unable or unwilling to act as such, then the matter shall be referred to sole arbitration of such other person appointed by the C.M.D. NSC willing to act as such arbitrator. There will be no objection, if the Arbitrator, so appointed is an employee of NSC provided that the person shall not have been directly connected with the execution of the work of the project. In case the arbitrator so appointed is unable to act for any reasons. Chairman-cum-Managing Director, NSC in the event of such inability shall appoint another person to act as Arbitrator in

accordance with the terms of the sub contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by Chairman-cum Managing Director, NSC as aforesaid should act as Arbitrator.

It is a term of the sub contract that the party seeking arbitration shall specify the dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute(s). The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The work under the sub contract shall nevertheless continue during the arbitration/proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate reasoned award in respect of each reference referred to.

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

### **iii) Force Majeure Clause**

Due to failure of any of the parties in the performance of the Agreement on the happening of Civil disturbance, War, Act of God and other unforeseeable circumstances beyond the control of any of the parties, the party as default shall not be guilty, if that party serves on the other party, a notice of such circumstances and upon the end of the above situations, that party will again serve the notice on the other party about the removal of the above mentioned events. The notice shall be issued within 48 hours from the happening of the event.

#### **CLAUSE: 19 EMPLOYMENTS OF TECHNICAL STAFF AND EMPLOYEES**

Contractors superintendence, supervision, technical staff and employees.

i. The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in schedule 'f'. The Engineer shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative according to the provisions on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer and/or at the site of work, as required, to take instructions.



Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorized agent shall be actually available at site during important stages of execution of work, recording of measurement of works and when ever so required by the Engineer, his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in schedule 'f' and the decision of the Engineer as recorded in the site order book and measurement recorded in measurement book shall be final and binding on the contractor. Further, if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer.

The contractor shall provide and employ on the site only such technical assistance as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer and the persons so removed shall be replaced as soon as possible by competent substituted.

#### CLAUSE: 20 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH

The contractor shall comply with provisions of the Apprentices Act 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and the Engineer may, in his discretion cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

#### CLAUSE: 21 LEVY/TAXES PAYABLE BY CONTRACTOR

i) Sales tax or any other tax on material in respect of this contract shall be payable by contractor and Employer shall not entertain any claim whatsoever in this respect.

ii) The contractor shall obtain necessary permit and have to deposit royalty for supply of the red bajri, stone, moorum etc. from local authorities.

iii) If pursuant to on under any law such notification or order any royalty, or the like becomes payable by the Employer by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case. It shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

#### CLAUSE: 22 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer on behalf of the Employer shall have the option of terminating the contract without compensation to the Contractor.

#### CLAUSE: 23 IF RELATION WORKING IN NSC THEN THE CONTRACTOR NOT ALLOWED TO TENDER.

The contractor shall not be permitted to tender for works in the NSC in which his near relative is posted capacity between the grade of superintending Engineer and Assistant Engineer (both inclusive) and similar cadre officials of other discipline. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in the National Seed Corporation. Any breach of this condition by the Contractor would render him liable to be removed from the work of these Corporations.

NOTE:By the terms 'near relatives' is meant wife, husband, parents and grant parents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

#### CLAUSE: 24 NO ENGINEER TO WORK AS CONTRACTOR WITHIN TWO YEARS OF RETIREMENT

No Engineer or other officer of Employer or client is allowed to work as a contractor without prior permission of Employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Employer aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

#### CLAUSE: 25 MONTHLY PROGRESS REPORT

The contractor shall submit in quadruplicate a monthly progress report to the Engineer before the second day of every month. The format of the report shall be decided in consultation with the Engineer, to meet the work schedule requirement.

CLAUSE: 26 QUALITIES OF MATERIALS, PLANT AND WORKMANSHIP

All materials, Plant and Workmanship shall be

- a) Of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and
- b) Subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or on the Site or at such other place or places as maybe specified in the Contract or at all or any of such places.

The contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the works, for testing as may be selected and required by the Engineer. The contractor shall bear the cost of samples, testing fee, if tested outside in laboratory for testing of material provided in the contract or any other material/test not provided in the contract and Engineer feel that the test of this kind is necessary.

CLAUSE: 27 DEFAULT OF CONTRACTOR IN COMPLIANCE

In case of default on the part of the contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Engineer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Employer be determined by the Engineer and shall be recoverable from the contractor by the Employer/Engineer and may be deducted by the Employer from any moneys due or to become due to the contractor and the Engineer shall notify the contractor accordingly with a copy of the Employer.

CLAUSE: 28 BRIBES/COMMISSION

Any bribe/commission, gift or advantage given promised by or on behalf of the contractor or his partner, agent or servant or any one, on his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur, subject to the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation. The Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract Any Question or dispute as to the commission of any offense under the present Clause shall be settled in accordance with the law for the time being in force and applicable in India.

& DISMANTLING WORKS

**(A) Dismantling**

The term dismantling implies carefully separating the parts without damage and removing. This may consist of dismantling one or more parts of the building as specified or shown on the drawing.

**(B) Demolition**

The term Demolition implies breaching up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown on the drawing.

**Precautions**

All materials obtained from dismantling or demolition shall be the property of the NSC unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer-in-charge before starting the work.

The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-charge before starting the work.

Due care shall be taken to maintain the safety measures prescribed in IS; 4130 and safety code of terms and conditions.

Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining work or property. Wherever specified, temporary enclosures or partitions shall also be provided, as directed by the Engineer-in-Charge.

Necessary precautions shall be taken to keep down the dust nuisance to the minimum.

Dismantling shall be done in a systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs, masonry etc. shall be carefully removed first. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge.

Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off.

Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the by the Engineer-in-Charge.

All unserviceable materials rubbish etc. shall be disposed off as directed by the Engineer-in-Charge.

The contractor shall maintain/disconnect existing services, whether temporary or permanent.

## Measurements

All work shall be measured net in the decimal system, as fixed in its place, subject to the following limits, unless otherwise stated hereinafter.

- (a) Dimensions shall be measured correct to a cm.
- (b) Areas shall be worked out in sqm correct to two places of decimal.
- (c) Cubical contents shall be worked out to the nearest 0.01 cum.

Parts of work required to be dismantled and those required to be demolished shall be measured separately.

Measurements of all work except hidden work shall be taken before demolition or dismantling and no allowance for increase in bulk shall be allowed. Specifications for deduction for voids, opening etc. shall be on the same basis as that adopted for new construction of the work.

Work executed in the following conditions shall be measured separately.

- (a) Work in or under water and /or liquid mud.
- (b) Work in or under foul positions.

Rates: The rate shall include the cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing off unserviceable materials as directed by the by the Engineer-in-Charge.

The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining properly, and providing temporary, enclosures or partitions, where considered necessary.

### **1.2 QUALITY OF MATERIALS & GENERAL STANDARDS OF WORK:-**

The CONTRACTOR under this contract commits himself to use first class materials and assumes full responsibility for the quality of all materials incorporated or brought for incorporation in the work. The work shall be executed in accordance with the best Engineering practice and as per directions of ENGINEER-IN-CHARGE. CONTRACTOR to obtain prior approval of make/model No. and Technical particulars of each item from the Corporation before the material is supplied.

## **2. CABLES**

- a) Cables shall conform to IS: 1554 and carry ISI mark.
- b) Wiring cables shall conform to IS 694.
- c) All cables shall have stranded conductors. The cables shall be in drums as far as possible and bear manufacturer's name.
- d) All cables joints shall be made in approved manner as per standard practice.
- E ) The cable jointing shall be Crimping type.

## **3. EARTHING**

The all earthing shall be looped with existing available earthing. The earthing shall consist of an earth tape connected to an independent plate made of copper or G.I. having a conductivity of not less than 100% international standard. All electrical apparatus, cable boxes and sheath/armour clamps shall be connected to the main bar by means of branch earth connections of appropriate size. All joints in the main bar and between main bar and branch bars shall have the lapping surface properly tinned to prevent oxidation. The joints shall be riveted and sweated.

#### **4. COMMISSIONING**

After successful testing of the different items in parts, the Contractor shall provide all facilities including testing and commissioning of the entire system complete as per requirement in the presence of NSC representative and during the visit of the State Electricity officers whenever and as may be required.

(To be submitted to NSC in online mode 'Technical Bid')

FORM FOR TECHNICAL BID**To**

The Farm Head  
 Central State Farm  
 JAWALAGERA  
 TQ, SINDHANUR, DISTT. RAICHUR  
 KARNATAKA:584143

**FROM**

-----  
 -----  
 \_\_\_\_\_  
 \_\_\_\_\_

Sir,

**Profile of our Company is as under:**

## 1.1. Constitution or legal status of Bidder (Attach Copy)

- Place of registration: \_\_\_\_\_
- Principal place of business: \_\_\_\_\_
- Power of attorney of signatory of Bid

Work performed as prime contractor on works of **Supply, Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer or more capacity including all allied equipments (Bidder should have experience for successfully execution of at least three similar works of 40% value of the estimated cost of tender or two similar works of 50% value of the estimated cost of tender or one similar work of 80% value of the estimated cost of tender executed during the last five years).**

Year	Name & Address of Contract Person with his Mb. No. ,	Description of work	Work Order No. & Date	Value (Rs. in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

- Attach a copy of Work Orders and proof of completion.
-

A. Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Name of work	Place and State	Contract No. & Date	Name & Address of Contract	Value of Contract (Rs.)	Stipulated period of completion	Value of order yet to be completed	Anticipated date of Completion
1	2	3	4	5	6	7	8

(B) Past works for which bids already submitted.

Name of work	Place and State	Tender No. & Date	Name & Address of Contractor with his Mb. No.	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

- Attach supporting documents.

(C) Capabilities with respect to personnel, equipment and manufacturing facilities

1. Availability of infrastructure.

Name of the Building	Size (Sq.m.)	Type of Structure
1	2	3

2. Availability of Equipment.

Item of Equipment	Available No. & Capacity	Owned/leased /to be procured	Nos./Capacity	Age/Condition	Remarks ( From whom to be purchased)
1	2	3	4	5	6

3. Availability of Personnel.



Type of Employee	No.	Qualification	Experience
1	2	3	4

B. Qualification and experience of key personnel proposed for administration and execution of the Contract.

C. Attach biographical data.

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position.	Contact No.
1	2	3	4	5	6

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average annual Turnover in last three year should be submitted.

Financial year	Annual Turnover (Rs. in Lakh)	Annual Profit/ loss (Rs. in Lakh)	Remarks

5. Registration:

GST No.	GST No.

6. Income tax Details:-

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

7. Particular of Banker:

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

8. MSME registration details (NSIC registered unit) along with a valid copy of NSIC Registration Certificate (Attach) :

Registration No.	Category of Firm General /SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

9. Information on litigation history in which the Bidder is involved.

Other party(s)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

10. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1 (Copy Attached).

11. Evidence of Access of Finance Required (With Valid Proof) Attach:-

12. Authorization for Signing Bid (With Valid Ltr) (Attach).

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company

Signature: -----

Place: -  
-----

Name of Authorized Signatory: - -----

Date:-  
-----

Complete Postal Address: -----

-----

Phone No.: -----

-----

Mb. No. :- -----

---

E-mail Address: - -----

## SECTION -VI

### **FORM OF PERFORMANCE SECURITY (GUARANTEE)**

#### **BANK GUARANTEE BOND**

In consideration of the **National Seeds Corporation Ltd** (hereinafter called **Corporation**) to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the Contractor) for the work----- (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs.----- (Rs.-----) as a security/guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We----- (hereinafter referred to as the 'the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.----- (Rs.-----) on demand by the Corporation.

2 We,----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs. - ----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7 We----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8 This guarantee shall be valid up to ----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rs.\_-----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of bank)

**FORM OF AGREEMENT**

Contract no. ....

Dated .....

This agreement is made between National Seeds Corporation Limited.-----  
----- having its registered office at Beej Bhawan, Pusa complex, New Delhi-110012 as  
the first part, referred here after as corporation and M/S or  
Sh..... , the party as the second part,  
referred as contractor for at-----  
-----.

Whereas the Corporation being desirous of having performing the provision of works mentioned above, enumerated or referred in Notice inviting Tender, General conditions of contract, specifications, Drawing and other documents constituting the tender and acceptance thereof, copy hereto annexed, all of which are designed in form of this contract and are included in the term 'CONTRACT' whenever here in used.

And whereas the Corporation accepted the tender of contractor for the provision and the execution of the said work upon the terms and conditions as contained in the tender documents submitted by the contractor form in part of the contract.

Now this agreement witnessed and it is hereby agreed and declared as follows:

1 The consideration of the payment to be made to the contractor for the works to be executed by him the contractor hereby covenant with the corporation of contractor shall and will duly provide, execute and complete the said works in ----...months as per the terms of the contract and maintain the same at his own cost during the maintenance period, ".....",.thereafter , perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2 In consideration of the due provision, execution and completion of the said works, the corporation does hereby agree to pay to the contractor for the works actually done by him at the rates quoted by the contractor against the bill of quantities forming part of the tender documents and accepted by the corporation or at Agreed Rates and such other sums are may become payable to the contractor under the provision of the contractor such payments to be made at such time and in such manner as provided for in the contract.

3 And in consideration of the above, the contractor does hereby agree to pay to the Corporation the sums as may be due to the corporation for the services, if any, rendered by

the corporation to the contractor and such other sum or sums as may become payable to the corporation as per the terms and conditions of contractor, such payment to be made at such manner as it provided in the contract.

4 Notwithstanding the execution of this agreement at any place other than Delhi the parties expressly agree that this Agreement shall be deemed to have been signed at Delhi and the courts at Delhi alone shall have jurisdiction in respect of this contract and dispute if any. The parties shall not take any proceedings in any other court having concurrent jurisdiction in the matter.

In witness where of the parties hereto have signed on the date respectively set under their signatures.

**SIGNED AND DELIVERED FOR AND ON BEHALF OF AT**

In the presence of:-

Witness 1\_\_\_\_\_.

2\_\_\_\_\_

**SIGNED AND DELIVERED FOR AND ON BEHALF OF AT**

In the presence of:-

Witness 1\_\_\_\_\_.

2\_\_\_\_\_.

**Affidavit Certificate**

I /We \_\_\_\_\_ (Name, Designation and Address) hereby declaring that my/our firm/Company has not been black-listed nor de-barred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had supplied the goods during the last \_\_\_\_\_ years as well as no arbitration case pending in NSC .

Signature of Authorized signatory: -----  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Name of the Firm/Company: \_\_\_\_\_  
Full address: \_\_\_\_\_  
Stamp: \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

\*\*\*\*\*

# PART - B



**NATIONAL SEEDS CORPORATION LTD.**

**SECTION - VII**

**Annexure-B**

**(It is to be submitted to NSC in online mode 'PRICE BID')**

To,  
The Farm Head  
Central State Farm  
JAWALAGERA  
TQ, SINDHANUR, DISTT. RAICHUR  
KARNATAKA:584143

From-

-----  
-----  
\_\_\_\_\_  
\_\_\_\_\_

Name of Work:- Supply, Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer including all allied equipments at CSF, JAWLAGERA, Distt. Raichur.

PART-A									
Sl. No	Particulars	Material Cost				Labour Cost			
		Unit	Qty	Rate	amount	Labour Description	Qty	Rate	amount
1.	-----	0.00	0.00			a) 150 mm around poles for a height of 300mm for RCC, PSC, PCC POLES/I beam/Rail steel section	3.00		
2.	-----					a) 9 mtrs. support (500x500x1700mm)	3.00		
3.	-----					Loading and unloading of 9 mtrs RCC/PSC poles	3.00		
4.	200105-RCC Pole-9.0 mtrs Long, 145 kg WL	Nos.	3.00			Erection of RCC/PSC poles 9 to 10 mtr long but in a pit of 1.8 mtr depth.	3.00		
5.	-----					Ordinary soil	3.00		
6.	-----					Poles: for transporting one pole (not payable for distance less than 25 mtr.	3.00		
7.	278811-11 kv Danger board.	Nos.	3.00			Danger board	3.00		

8.	278911- Barbed wire (10 mtr)	Each	5.00			Spike Type	5.00		
9.	27901205-11 kv Horizontal cross arm wit	Nos.	4.00			Fixing of V- Shape/Horizontal cross arm including single top support Braces and insulators fixing.	4.00		
10.	279130-EG Stirrups (MS)	Nos.	6.00			Fixing of Earth Guard Stirrup	6.00		
11.	2811101-Guy with Complete set	Set	1.00			Fixing of GUY Sets with break insulators making use of 7/3.15 mm (7/10SWG) galvanised steel wire with turn buckle and anchoring arrangement as per approved drawing.(Excluding excavation of PIT).			
12.	-----					Ordinary Soil	1.00		
13.	281683-Spiral Earth Electrode	Nos.	3.00			Providing spiral earth electrode type earthing along with pole (without charcoal, salt etc..).	3.00		
14.	283007-11KV, 5 KN Composite/Polymeric	Nos.	9.00			-----	---		
15.	283320-Silcon rubber composite insulator	Nos.	6.00			-----	---		
16.	284108- Rabbit ACSR Conductor	Mtr	620.00			For Rabbit ACSR	620.00		
17.	284108- Rabbit to Rabbit (PG Clamps)	Nos.	6.00			-----			
18.	821933-Concreting Materials for Guy S	Nos.	1.00			-----			

**PART-B**

Sl. No	Particulars	Material Cost				Labour Cost			
		Unit	Qty	Rate	amount	Labour Description	Qty	Rate	amount
19.	-----	--	--	--	--	a)Wiring of One circuit of LT Winding Kit for 25/63/100 KVA DTC to the existing LT protection Kit Kat / Distribution Box via metering box.	1.00		
20.	-----	--	--	--	--	a)150 mm around poles for a height of 300 mm for RCC, PSC, PCC poles/ I- beam/Rail steel sections.	2.00		
21.	-----	--	--	--	--	a)9 mtrs support (500x500x1700mm)	2.00		
22.	-----	--	--	--	--	i)20/25 mm Jelly	12.00		
23.	-----	--	--	--	--	Loading & unloading of 9 mtrs PCC/PSC poles	2.00		
24.	-----	--	--	--	--	Loading of Transformer 63 KVA	1.00		
25.	-----	--	--	--	--	Unloading of Transformer 63 KVA	1.00		
26.	278711-11 KV Danger board	Nos.	1.00			Danger board	1.00		
27.	278911- Barbed wire (10 mtrs)	each	2.00			Spike Type	2.00		

28.	2791112-9Mtr RCC DP Transformer Structure.	Nos.	1.00			Erection of pole upto 63 KVA with 9 mtrs RCC Pole	1.00		
29.	-----	---	---			Ordinary soil.	2.00		
30.	2798007-fish plate with necessary clamps	Nos.	2.00			----			
31.	281008-8 SWG G.I. Wire	Kg	5.00			Stringing of conductor wren, squirrel, weasel, binding of conductor on each insulator and dead ending on strain or disc/strain insulator by means of clamps.	5.00		
32.	281110-7/10 SWG Guy Wire	Kg	10.00			a)Fixing of GUY Sets with break insulators making use of 7/3.15 mm(7/10 SWG)galvanised steel wire with turn buckle and anchoring arrangement as per approved drawing. (Excluding excavation of PIT)	10.00		
33.	-----	---	---			Ordinary soil.	10.00		
34.	2811101-Guy with Complete set	Set	4.00			a)Fixing of GUY Sets with break insulators making use of 7/3.15 mm(7/10 SWG)galvanised steel wire with turn buckle and anchoring arrangement as per approved drawing. (Excluding excavation of PIT)	4.00		
35.	-----	---	--			Ordinary soil.	4.00		
36.	2811103-Earthing Materials Type for grounding	Nos.	3.00			Earthing Materials Type for grounding	3.00		
37.	286005-11 KV Pin Insulator (Shell onl.)	Nos.	3.00			----			
38.	283040-DISC insulators 45 KN	Nos.	3.00			----			
39.	283055- 11 KV Pin insulators( GI Pin o	Nos.	3.00			----			
40.	284503-LT Spacer for TC Wiring	Nos.	8.00			----			
41	285555-95 sq.mm(P.G. Clamps Rabbit..)	Nos.	4.00			----			
42.	288511-95 sq.mm Copper terminals.	Nos.	4.00			----			
43.	301107-L.T. Protection Kit	Nos.	2.00			Fixing of LT Protection Kit	2.00		
44.	302122-11 KV Class, Solid core	Set/3 nos.	1.00			HG fuse 11 KV Solid core type (3 nos.)	1.00		
45.	303200-L.A. 9 KV, 5 KA, Metal Oxide	Nos.	3.00			Fixing of 3 Nos. lighting arrestors including wiring	1.00		
46.	304212-11 KV G.O.S 200A Single break	Set	1.00			Fixing of GOS including wiring (11 KV SB 200A)	1.00		
47.	321438-63 KVA aluminium winding, BEE	Nos.	1.00			a) Erection of 25-63 KVA Transformer on transformer	1.00		

	4 Star					structure.			
48.	357510-LT Electronic Tri-Vector Meter	Nos.	1.00			LT Electronic Tri- Vector Meter 5A, Class -0.5/1.0 Accuracy	1.00		
49.	358061- with CT ratio 100/5 for 50/63...	MT	1.00			LT Metering Box for housing ETV Meter with CT	1.00		
50.	82193001-AL lead wire 95sq mm.....	Mtrs	40.00			-----			
51.	821933-Concretting material for Guy....	Nos.	4.00			-----			
52.	821942-Fencingfor DTC of 1 no. including.....	Nos.	1.00			-----			

**PART-C**

Sl no.	Particulars	Material Cost				Labour Cost			
		Unit	Qty	Rate	amount	Labour Description	Qty	Rate	amount
53.	287211-95 Sq.mm,3.5 Core armoured ...	Km	0.05			Stringing of 1.1 KV grade aerial bunched 3 core cable of XLPE insulation standard aluminium conductor, standard around a weather resistant black XLPE insulated AAA messenger wire 1. (3x95)(for Phase conductor)+(1x70)(insulated messenger neutral)+(1x16.....	0.050		
54.	288636-95 Sq.mm (Al. end terminals Lug	Nos.	15.00			-----			
55.	357519-CT Operated Meter, 10-60 A, 3 Ph	Nos.	1.00			LT Electronic Tri-Vector Meter 5A, Class-0.5/1.0 Accuracy.....	1.00		
56.	358040-Meter Protection/Tamper Proof	Nos.	1.00			-----	---		
57.	6222725-Adhesive Tape	Nos.	5.00			-----	---		

**Note: - 1.The above quantity & items are estimated however it may vary as per site condition and execution of work.**

**2.Inspecting & passing of Transformer & other accessories is responsibility of contractor.**

Sir,

We have examined the prescribed specification and read the Terms & Conditions of E-Tender issued under File No. -----  
-----Dated -----for Supply, Installation, Testing & Commissioning of 40 HP IP Set with 63 KVA Transformer including  
all allied equipments at CSF, JAWLAGERA, Distt. Raichur. Our rates to your specification, Terms & Conditions for below/above  
work are mentioned as under:-

**Signature of the Contractor**

**with Seal**

Name:

Designation:

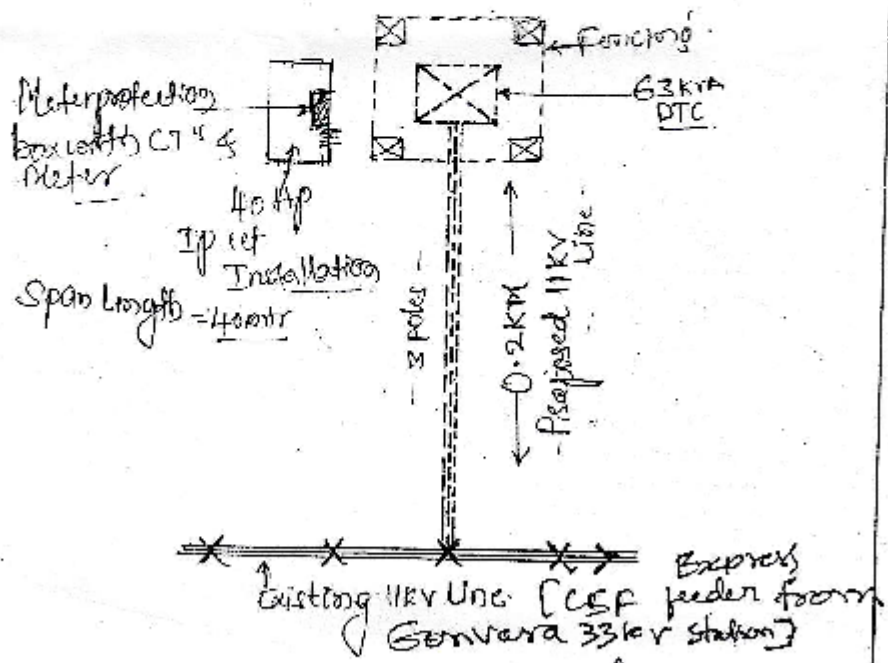
Name of the Firm/Company:

Full address:

Sketch shows the details of 40HP IP set Installation in the name of Director National seeds Corporation Limited of CSF Bangalore in 0.500-2 laborer section Sindhanur sub-division. Under self-execution scheme.

Online estimate no. ~~137637~~  
137637

Integrated: 80.  
Skarr's  
[sprinkler irrigation system]



## CHECK LIST FOR TECHNICAL EVALUATION OF E-TENDER

SN	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) :- Rs.500/- online mode.	
2	EMD as per tender:-Rs. 10000/- online mode.	
3	Certificate of registration of the firm in appropriate class	
	Class –I Eligible up to tender value Rs.15 crores	
	Class –II Eligible up to tender value Rs.3 crores	
	<b>Class –III, IV &amp; V Eligible up to tender value Rs.90, 40 &amp;10 Lakhs respectively</b>	
4	Partnership Deed if Partnership firm.	
5	Authorization for signing if it is limited company or partnership firm.	
6	An affidavit of ownership if proprietary firm/sole traders.	
7	PAN Number	
8	Income-tax Return for the current & two previous years.	
	ITR- Financial Year 2015-16-Value	
	ITR- Financial Year 2016-17 - Value	

	Current status-	
9	Name and addresses of the Bank,	
	Account No.,	
	IFSC Code.	
10	Copy of registration for :-	
	i) GST	
	ii) PF or Labour License	
11	Performance / experience certificate of Department for :-	
12	Work done certificate during last seven years	
	2013-14               Rs.----- lakhs	
	2014-15               Rs.----- lakhs	
	2015-16Rs.----- lakhs	
	2016-17Rs.----- lakhs	
	Current status-	
<b>1</b>	Three similar above works of 40% or two works of 50% or one work of 80% value of the estimated cost of tender	
14	Affidavit certificate that not black listed/Debarred and no arbitration case pending in this office.	
16	MSME / NSIC certificate with validity of time and item with MSME UDYOG ADHAR MEMORANDUM	
17	Other document if any in support of the tender.	
18	Address of the contractor	
	Contact No.	



	E-mail ID	
--	-----------	--

Signature of Contractor  
With seal

