

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

**BeejBhawan, Pusa Complex,
New Delhi – 110012**



CIN No.: U74899DLI963GOI003913

COMPETITIVE BIDDING NO. _____

E-TENDER DOCUMENT

FOR

**CONSTRUCTION OF MODULAR LABORATORY
WORK INCLUDING ELECTRICAL WORKS AT
QUALITY CONTROL LAB OF NSC BEEJ BHAWAN
PUSA COMPLEX, NEW DELHI – 110012**

LAST DATE & TIME FOR RECEIPT OF BIDS: UP TO 13.00 hrs of 02/03/19

DATE & TIME OF OPENING OF BIDS : AT 15.00 hrs of 02/03/19

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

TENDER DOCUMENT

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**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
BEEJ BHAVAN: PUSA COMPLEX
NEW DELHI-110012**

No.NSC/HQ/QCL/2018-19/Engg/Civil/Vol-I/-

Dated: 08.02.19

NOTICE INVITING TENDER

National Seeds Corporation Ltd. invites e-tenders from reputed contractors/party/interior firms for **Construction of Modular Laboratory Work at Quality Control Lab of NSC Beej Bhawan, Pusa Complex, New Delhi – 110012**. The details are mentioned as below:

| S.No | Location | Unit | Work |
|---------------------------------|-----------------------------------------------------|------|--------------------------------------------------------------------------------------------|
| 1. | NSC Beej Bhawan, Pusa Complex, New Delhi – 12 | 01 | Construction of Modular Laboratory Work at Quality Control Lab including electrical works. |
| EMD Amount Rs 0.51 lakhs | | | |

E-Tender documents containing Tender forms, specification, terms and conditions, destinations etc can be seen and downloaded on payment of **Rs 2000/- (non-refundable) through online payment against tender fee**. Tender document can also be downloaded from NSC's website: <http://www.indiaseeds.com> or Central Procurement Portal www.eprocure.gov.in also but the bidders shall have to pay the cost of tender through **online mode only**.

A bid without payment of Tender cost is liable for rejection. However, MSE's registered with NSIC are exempted from payment of cost of tender document subjected to furnishing valid documentary proof in support of claim along with their request letter.

EMD amount of Rs.0.51lakhs shall be submitted through online payment mode only.

Bidder has to **submit the tender online** following the instructions appearing on the screen/NIT.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website/portal.

Last date and time for receipt of Bids: upto 13.00 hrs on 02.03.2019

Date & Time of Opening of Bids: At 15.00 hrs on 02.03.2019

Assistant General Manager (Civil.)

PART-A

NATIONAL SEEDS CORPORATION LIMITED
DETAIL SPECIFICATIONS OF THE WORK

➤ **DETAILED SCOPE OF WORK AND IMPORTANT POINTS TO BE NOTED**

1. All the work should be carried out as per CPWD rules amended up to date.
2. Construction of Modular Laboratory Work to be carried out at Quality Control Lab including electrical works situated at NSC Beej Bhawan, Pusa Complex.
3. Linear Modular Work Station, Make – Action Tesa PLPB and pattern would be got approved before installation.
4. Desing and pattern for PVC Panelling work should be got approved before installation.
5. Vitrified tile work in flooring should be carried out with make preferably from Kajaria/Somany and colour, pattern should be got approved before installation.
6. Work for dismantling the old ducts and waste to be carried out including disposal of the same as directed by Engineer in charge.
7. All the disposable rubbish material like broken bricks, tiles, sand, plaster etc to be disposed to local municipal ground.
8. All the scraps like iron, aluminium ducts, chowkhats, door etc to be placed and stacked in the old CTO building.
9. All the renovation work including electrical work, modular laboratory work, civil works etc should be carried out as per instructions given by Engineer in charge and terms conditions of the tender.
10. Contractor has to arrange the shifting of all the lab items/furnitures and equipments, almirahs etc as per the given instructions by the officials for carrying out the work. All the shifting and rearrangement charges have to be borne by the contractor and no extra payment in this regards will be entertained.
11. Details of drawing etc will be provided before start of the work for Modular Work Stations.
12. Construction work would be carried out as per the detailed estimate provided in the tender for civil as well electrical works.
13. All the items to be utilized in the construction work would be as per relevant IS standards and colour, brand design and pattern woule be got approved from Engineer in charge/AGM (Civil) before the installation/use.
14. All the damage done to the NSC building other than the execution work during the execution of work shall have to be made good by the risk and cost of the civil contractor for which no extra will be paid on this account.
15. It will be Contractor's responsibility to keep site neat and clean after completion of the work otherwise the site shall be got cleaned at the cost of the Contractor.
16. The Contactor is bound to sign the site order book as and when required by the Engineer Incharge.
17. Completed portion of work shall not be taken over in parts unless otherwise agreed by the Engineer In-charge.
18. Provision for electrical wiring of light point and switch board should be done by the contractor as per the requirement at site and directions of the Engineer in charge.
19. Provision for any extra item to be executed as per the requirement arises shall be considered only with the consent of Engineer in charge/AGM (Civil) and

payment will be made on the basis of the proportionate rate quoted by the contractor, if required.

20. Quantity can be increased or decreased as per the actual measurements.
21. The contractor should be responsible for completing the civil work to the entire satisfaction of the Corporation.
22. All interested contractors/parties/interior firms are required to visit the site before quoting their rates to know the factual position of the work to be carried out.
23. Any other items, if required may also be quoted separately.
24. Conditional offers are likely to be rejected.

Assistant General Manager (Civil)

PART-B

SECTION - I

INSTRUCTIONS TO TENDERER – 1

DEFINITIONS:

- C1 India Private Limited: Service provider to provide the eTendering 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:

- i. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, 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) to participate in e-tendering of NSCL.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- iii. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL eTendering 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 through online payment mode only. Validity of Registration is 1 year.
- iv. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi. The amendments/clarifications to the tender, if any, will be posted on the NSCL eTendering Portal (<https://indiaseeds.eproc.in>).
- vii. To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through online payment mode in the form of NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii. To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through online payment mode only in the form of (Internet banking/Debit card/Credit card).
- ix. Both ‘EMD’ and ‘Tender Document Fee’ are mentioned in individual tender document as published at NSCL eTendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- x. For helpdesk please contact E-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.

- ii) Vendor can pay tender document fee through online mode i.e. (Internet Banking/ Debit Card/Credit Card).
- iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its 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.
- (ii) 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.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSCL shall open documents of the Application received in electronic form. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid of the eligible applicants only will be opened and the date of opening of price bid will be notified later on.

V. DISCLAIMER

The Applicant must read all the instructions in the tender Document and submit the same accordingly.

Assistant General Manager (Civil.)

INSTRUCTIONS TO TENDERER – 2

1. **ADVICE FOR TENDERS:** -The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.
2. **ELIGIBILITY CRITERIA:** -Tenderers interested to quote against this tender must quote for construction of Modular Laboratory Work including electrical works etc.**Bidder must be a reputed contractor/party/interior firm for work of Modular Laboratory Work including electrical works for this particular tender. Bidder must have three similar completed works having updated completion cost not less than Rs 7.00 lakhs each or two similar completed works having updated completion cost not less than Rs 8.50 lakhs each or one similar completed work having updated completion cost not less than Rs 13.60 lakhs. Such work must have been completed within last five financial years i.e. from 01-04-2014 till the due date of bid for the proposed work. Similar nature of work means bidder should have completed civil works i.e. Modular Work Stations/Laboratory works and electrical works in any of the government departments or reputed private organizations.**Tenderer must have adequate knowledge, staff and equipments for carrying out work in accordance with time schedule.
3. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
4. **DEVIATION IN SPECIFICATION:** - Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of NSC 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.If Bureau of Indian Standards have fixed norm or specifications for the material given in Part A then execution of work has to be made as per ISI Standards in addition to specification laid down in Part A.

The tenderers are required to provide their tender with complete specifications for all materials to be supplied to compare tenders and assess the performance of the material. Salient features of the items with additional accessories fitment etc. may be clearly specified with detailed list etc.
5. **DELIVERY OF GOODS:-**The delivery period so specified in **clause no.5 of section –II**will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-15 of section-II** relating to liquidated damages which shall be binding.
6. The Tenderers should give in writing the name of their authorized agency that shall represent them along with a proof of his identity and his signatures duly verified by the Bankers of the tenders.
7. **PRINTING LANGUAGE:-**The tenderers should enclose with their offers descriptive catalogues, leaflets, manuals supplementing the description. Also point out any special features/advantages of their machine quoted. All the literatures, leaflets etc. should be in English/Hindi or accompanied by English/Hindi translation in case the language is other than English/Hindi. This should be adhered to, strictly to enable objective evaluation of offers.
8. **TEST REPORT & LIST OF USERS:-**Tenderer should also enclose with their offers the test report if any from any recognized/approved agency with respect to their quoted item. Tenderers should clearly indicate their experience of supply, fabrication, erectionand commissioning of the items quoted by them. Test report of materials from Govt. testing Centre will be preferred in consideration of technical bid.
9. **ACCESSORIES & FITTINGS:-**

The tenderer should indicate the followings separately in summary form:

Accessories and fittings which are standard with the supply items as well as such of the accessories/fittings which though not considered standard, are included in the scope of supply and included in the price bid.

- 10. QUOTATION OF PRICES:** - Tenderer shall give final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate item-wise, job wise for entire work on turn key basis as indicated in the Annexure–A of Section-III of the part 'B'. Price of complete work i.e. materials supply, civil construction work, of the Modular Laboratory Work including electrical work will be considered for evaluation purpose.
- a) The rates should be quoted for the offered items **on the basis of F.O.R. Destination, Duties, Packing, Forwarding, Insurance charges etc.** The destinations of work is specified in **Section-VII of the part 'B'**. The contractor should indicate their GST registration number and amount separately.
- 11.** If the rates quoted by tenderer are exclusive of taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.
- 12.** Preference will be given to the contractors/party/interior firm of the items of work and having the past experience in the similar projects.
- 13. CHANGE IN PARTNERSHIP FIRM:**
- a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the purchaser.
- b) On the death or retirement of any partner of the contractor firm before from the due performance of the contract, the purchaser may at this option cancel the contract and in such case the contractor shall have no claim whatsoever for the compensation against the purchaser.
- 14. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:** - Printed terms and conditions of the tender shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**
- 15. EARNEST MONEY: EMD is fixed as indicated in Notice Inviting Tender on Page no 3 of the tender document against Construction of Modular Laboratory Work at Quality Control Lab including electrical works as per tender specifications.**
- a) EMD to be submitted by means of online payment only.
- b) **Exemption of earnest money deposit for Indian Manufacturers/Contractors which are registered with NSIC under Single point registration scheme:** Indian manufacturers/contractors 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 Public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any **Scheduled Commercial Bank** for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'b' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSM's) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE CONTRACTOR IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT

ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras above will be rejected by the purchaser as non-responsive.

16. FORMAT AND SIGNING OF TENDER: -

- a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English/ Hindi languages. Each copy of the tender should be completed in all respect **and should preferably be bound in one column**. All pages of the **tender and enclosures should be numbered consequentially and** shall be signed by the Tenderer or a person or persons duly authorized to bind the Tender to the Contract. The letter authorization shall be indicated by written power of attorney accompanying the Tender.

- 17. PROCEDURE FOR SUBMISSION OF TENDER: -** The Tenderers shall submit the bid online only before the due date and time of submission.

- 18. MODIFICATION AND WITHDRAWAL OF TENDER: -**The tenderer cannot modify or withdraw its tender after the tender's submission, but the modification or withdrawal can be done prior to the deadline prescribed for submission of tenders.

- 19. DEADLINE FOR SUBMISSION OF TENDERS:-**Tender must be received by the purchaser/Corporation no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

- 20. LATE TENDER: -**Any Tender Received by the purchaser/Corporation after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected.

- 21. OPENING OF TENDER: -** The purchaser/Corporation will open the **“Technical & Commercial bids”** on the date of opening tender and **“Price Bids”** of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid will be informed separately**.

- 22. CLARIFICATION OF BIDS: -** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

- 23. FORFEITURE OF THE EARNEST MONEY: -** Earnest Money may be forfeited.

- (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

OR

- (b) In case of a successful Tenderer, if tenderer fails:

- i. To sign the contract in accordance with clause no. 32 (a)
- ii. To furnish security deposit in accordance with clause no. 32 (b)
- iii. To furnish pre contract integrity pact in accordance with clause

- 24. DISPUTES or DIFFERENCES: -** All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-II of Part 'B' of tender document i.e. General terms and conditions of the contract.

- 25. VALIDITY OF OFFER: -** The tenderer shall keep their offers open for acceptance for a **period of 90 days from the date of opening of the tender**. In case the last date happens to be

a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

- 26. AWARD CRITERIA:** -Subject to Clause NO. 28, The purchaser/Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 27. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:-** The Purchaser/Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% or even cancel the quantity of work specified in the schedule of requirements without any change in price or other terms & conditions.
- 28. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-** The Purchaser/Corporation reserves the right to accept or reject any or all Bids , and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.
- 29. NEGOTIATION:** -There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.
- 30. SPLITTING OF ORDERS:** -The Purchaser/Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
- 31. REPEAT ORDER:** - The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be opened to the Purchaser/Corporation to place repeat order with the contractor on the same rates and same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat Order can be exceeded more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the contractor.
- 32. CONTRACTS:-**
- a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the contractor and send typed agreement for signature of the contractors. The cost of stamp paper shall be recovered from the contractor payments.
 - b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of supply order shall furnish the Composite Bank Guarantee in accordance with the condition of the contract. The guarantee can be furnished @10 % of the value of the supply order in shape of Demand Draft or in form of Composite Bank Guarantee. Prescribed Performa for Composite Bank Guarantee is given in Section IV of Tender Document. Such deposit shall be for the due performance of the supply order, contract & performance of the work after successful commissioning.
 - c) **PRE-CONTRACT INTEGRITY PACT:** - Successful Tenderers whose supply /work order of value of Rs. more than one crore then they have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VI of part "B" of the Tender Document.

Failure of the successful tenderer to comply with the requirement of clause 32 (a), 32 (b) & 32 (c) shall constitute sufficient grounds for the annulment of the award and forfeiture of

the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

33. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/NEFT and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

(B) SUCCESSFUL TENDERERS: - (i) The successful tenderers shall sign agreements as per the format given in Section -V of part "B" of the tender document and shall deposit the security money within 15 days from the date of issue of purchase order, deposit by demand draft or furnish Composite bank Guarantee in the manner indicated in clause – 4 of section- II Part –'B'.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Transfer and subletting:** -The contractor shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:**-The contractor shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the contractor of the same and the contractor shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account the contractor shall make good the amount so payable and the expenses incurred on that behalf.
3. **Signing of Agreement:** -The contractor shall within 15 days from the date of issue of purchase order execute the agreement on non-judicial stamp paper as per prescribed Performa, in the tender document, with the Corporation.
4. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money in the form of Demand Draft on any **Scheduled Commercial Bank** Payable at New Delhi/ Delhi in favour of **National Seeds Corporation Ltd.** or furnish composite Bank Guarantee Bond for execution of order, performance of the work during the warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Proforma attached at **Section-IV Part 'B'** of the tender document within 15 days from the date of issue of purchase order. The composite bank Guarantee Bond should be valid upto 15 months from the date of issue of BG. It should be issued by any nationalized bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The composite Bank Guarantee will be discharged by the Purchaser/Corporation and returned to the contractor not later than 15 months following the date of completion of the contractor's performance obligation, including any warranty obligations, under the contract.
5. **Time period of work:** - The contractor/party/interior firm shall undertake to complete the overall construction work including electrical works within **90 days from the date of issue of work order provided vacant space by the QC Division** for execution of the job is made available or otherwise specified. However, the work may be completed early also for which no extra benefit or relaxation in payment terms shall be allowed to the contractor.
6. **Place of Execution:** - Place of execution of work shall be as per our tender "Destination of construction of Modular Laboratory work at Quality Control Lab including electrical works" is mentioned in the Tender Documents at Section – VII.
7. **Pre-Delivery Inspection:** - The Corporation at its discretion may depute their representative for the inspection of the material at the works of the firm or same can be inspected at site. However, contractor shall give at least 10 days to the Purchaser/Corporation to inspect the material/equipments/parts to confirm their conformity to the contract. For the purpose of the inspection, the contractor/firm or its subcontractor(s) should provide reasonable facilities and assistance including access to drawing, tools, tackles product information, labour etc to the inspection team at no charge to the purchaser/corporation. The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Purchaser/Corporation.

In case the contractor give a notice and fail to offer the material/equipments for inspection up to the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the contractor and such failure will not entitle the contractor to ask for any extension for delivery period.

During Inspection, material/equipments/parts found fail to confirm to the specification, the purchaser/ Corporation may reject them and contractor shall either replace the rejected materials or make all alterations necessary to meet specification requirements free of cost to the purchaser/Corporation. The date of receipt after removal of defects will be construed as date of receipt for the purchase of calculating delivery period for the purpose of clause 5 of section II of Part "B" .

8. **Changes in specifications:** - The Corporation/ purchaser should require any changes in specifications; the contractor shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
9. **Right to Terminate or Alter the Contract:** - If at any time during the terms of this contract the plan of the Corporation/purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the contractor by hand through a responsible officer. The contractor shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the raw materials which the contractor has already arranged for using in manufacturing the items to be executed. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the contractor for the raw material already procured or may in its option allow the contractor to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.
10. **Packing:** - The contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.
11. **Insurance:** -The contractor shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the contractor as under:
 - a) In case of indigenous contractor 'all transit risks' insurance shall be arranged commencing from their works to the warehouse of the purchaser/Corporation.
 - b) The contractor is responsible to give safe delivery of the equipment at F.O.R. as per section VII i.e. Dispatch Destination of Part 'B' of the tender document. For any loss/damage etc., during transit, the contractor shall have to lodge the claim with the insurance and pursue the same till its settlement.
12. **Warranty:-**
 - (a) The contractor warrants that the goods supplied under this contract are new, unused of the most recent and incorporate all recent improvements in design, manufacturing and materials unless provided otherwise in the contract. The contractor further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.
 - (b) The contractor shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the contractor shall pay to the Corporation/purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.
 - (c) All replacements that the Corporation/Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered or performed by the contractor within two months (promptly and satisfactorily). If the contractor desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation/purchaser shall not be responsible to keep the defective items/stores.

(d) The equipment shall carry 15 months warranty commencing from the date of receipt of equipment at the site or 12 months from the date of installation of the equipments whichever is earlier. The warranty period for replaced parts will extend only to 12 months from the date of its replacement but for fast moving parts the guarantee shall be extended to the remaining period of equipment warrantee.

13. Liquidated damages:-

1. If the contractor fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the contractor liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.

2. In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the proceeding clause, the Corporation shall be entitled to obtain the remaining equipment of the same specifications as offered by the contractor or on any other specifications that may be available or have the same fabricated by its own agency. In such an event, the Corporation shall be entitled to recover from the contractor the amount which the Corporation may have to incur over the above price which was payable to the contractor.

3. It is emphasized by Corporation and understood by the contractor that the **period of delivery stipulated in the contract is the essence of the contract**. It is **admitted by the contractor that any delay in the completion of the civil work will cause damages to the Corporation**. Subject to clause 16, in the event of the contractor's failure to have the work delayed by the due date specified in the acceptance of tender and in case of delay in completion of civil contract, **LD shall be levied from the contractor at the rate of ½ % (half percent) of the contract price per week of delay, subject to a maximum of 10% (ten percent) of the contract price** provided however, that if the delay shall have arisen from any cause which the Corporation may in his discretion allow such additional time as it may consider to have been required by the circumstances of the case.

14. Default & Risk purchase:-

(a) Should the contractor fail to have the stores ready for delivery as aforesaid, or should the contractor in any manner or otherwise fail to perform the contract or should it fail to complete the work in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/CMD, to declare the contract at the end at the risk and cost of the contractor in every way. In such case contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put to incur or sustain by reason of, or in connection with contractor's default.

(b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate contractors similar to these so terminated and the contractor shall be liable to the Corporation for any excess cost for such similar work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

15. Force majeure:-

15.1 Notwithstanding the provisions of Clauses 14 & 15, the contractor shall not be liable for liquidated damages or termination for default, in and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

15.3 If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Terms of payments:-

a) Invoice shall be prepared in the name of National Seeds Corporationn. Ltd. with (Delivery Destination) mentioned in the Work Order and shall be signed by the contractor or his authorized agent. Invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the contractor before delivery and confirms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Invoice should have GST Registration No. printed on them and in the Tax invoice, cost and applicable GST amount shall be mentioned separately. Invoice to be sent in the **O/o of Dy General Manager & Head (Engg.) NSC, Head Office, Beej Bhawan, Pusa Complex, New Delhi – 110012** for payment please. **Payment will be made on proportionate rate quoted by the contractor on the measurement of actual quantity of work done.**

b) Unless otherwise specified in the contract, **90% of the payment will be paid by NSC after the completion of the work and on the basis of the actual measurements of completed work to be done by NSC Engineer.** Small Scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall also be paid 95% of the invoice value. All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding, measurement of work done on pro-rata basis or as decided by the Corpn. The contractor is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.

Balance 10% or 05% (in case of MSME's) of the Invoice value shall be made one Month after completion of the work and against the Composite Bank guarantee from the contractor as referred in clause 4.

18. Settlement of disputes:-

All disputes in relation to the Tender, the Contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the Arbitration or a sole Arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/purchaser Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such

appointment. The venue of Arbitration shall be **at New Delhi**. The Court of Law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs. one lakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/firm is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

19. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor, his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the contractor to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the contractor under this or any other contract or may recover the same by appropriate proceedings.

20. It is understood and agreed by the contractor that the prices charged for work under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the contractor on Rs100/- non judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid "

SECTION – III

TENDER FORM

To

Assistant General Manager (Civil.),
National Seeds Corporation Ltd.,
BeejBhawan, Pusa Complex,
New Delhi-110012

FROM

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions contained therein.
- ii) I/We also agree to keep the offer contained in the tender open for acceptance for a period of **90 days** from the date fixed for opening the same.
- iii) I/We also agree to extend the validity of this tender for a further period of **six months** from the date of placing the initial order to repeat the order on same rates, terms and conditions for any additional quantities up to 50% likely to be required during this period.
- iv) I/We offer to execute the work as per the specifications of the tender herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the civil work for construction of Modular Laboratory Work including electrical works within a period as specified in the contract order.
- v) E-challan/receipt for online payment towards the earnest money deposited to be enclosed.

OR

- a) We are Small Scale industry registered with NSIC under ministry of MSME registered for item _____ under single point registration scheme after 30.6.81 (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- vi) The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (a) I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 90 days from the opening date of tender.
 - (b) I/we do not execute the contract agreement & / Composite Bank Guarantee within the stipulated period after acceptance of my/our tender will be known to me/us.
- vii) I/We also understand that until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work. Valid on _____
- viii) I/we have read the arbitration clause in Section-I & II of Part 'B' of tender document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under these agreement clauses.**

- ix) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- x) Income tax PAN No:- (a copy is enclosed herewith)
- xi) GST Registration No: - (a copy is enclosed herewith).
- xii) Company profile as per prescribed Performa given in Annexure 'B' & of Section III of Part 'B' of the tender document and duly signed & stamped work specifications for terms and conditions of contained in the Tender document is attached.
- xiii) Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part 'B' of tender document.
- xiv) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical & commercial bid and the firm is found suitable during spot verification by NSC's Officers or any third party deputed by NSC.
- xv) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted.

Place: - Name Of Authorized Signatory: ----- Signature: -----

Date:-. SEAL

E-mail Id: -----
PhoneNo:-----
Mob. No: -----
Complete Postal Address: -----

SECTION - III**Annexure-A****FORM FOR PRICEBID****To****FROM**

**Assistant General Manager (Civil.),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012**

Sir,

We have examined the prescribed work specification and read the terms & conditions of Tender No _____ for the work namely construction of Modular Laboratory Work including electrical works at Quality Control Lab at NSC Beej Bhawan, our rates for the aforesaid units according to the specification, terms & conditions are as under:

| Work for Construction of Modular Laboratory Work including electrical works at Quality Control Lab at NSC Beej Bhawan | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|--------------|
| S. No | DSR/ NS ITEM | Particulars | Unit | Qty | Rate | Total |
| CIVIL WORKS | | | | | | |
| 1. | NS Item | P&F Linear Modular Work Station (Top) 25mm + (Modesty) & (Gable end) 18mm, Action tesa PLPB with 1 mm PVC edge banding. Size (1500 x 1800 x 600 x 750) mm = (5'-0"x6'x0"x2'0"x2'6"). To be approved by Engineer in charge | Nos | 2.0 | 22500.00 | 45000.00 |
| 2. | NS Item | P&F Linear Modular Work Station (Top) 25mm + (Modesty) & (Gable end) 18mm, Action tesa PLPB with 1 mm PVC edge banding. Size (1500 x 1500 x 600 x 750) mm = (5'-0"x5'x0"x2'0"x2'6"). To be approved by Engineer in charge | Nos | 2.0 | 22000.00 | 44000.00 |
| 3. | NS Item | P&F Linear Modular Work Station (Top) 25mm + (Modesty) & (Gable end) 18mm, Action tesa PLPB with 1 mm PVC edge banding. Size (1500 x 1950 x 600 x 750) mm = (5'-0"x6'x6"x2'0"x2'6"). To be approved by Engineer in charge | Nos | 2.0 | 23000.00 | 46000.00 |
| 4. | NS Item | Key Board | Nos | 6.0 | 550.00 | 3300.00 |
| 5. | NS Item | CPU Trolley (Adjustable) | Nos | 6.0 | 900.00 | 5400.00 |
| 6. | NS Item | Pedastal (15"x18"x28") | Nos | 6.0 | 3450.00 | 20700.00 |
| 7. | NS Item | P&F lower storage 18 mm PLPB supportable with action tesa. Size (900x1215x400 mm). | Nos | 6.0 | 12000.00 | 72000.00 |
| 8. | NS Item | Providing Sofa set 3 seater. Colour, brand, design and pattern to be approved by Engineer in charge. | Nos | 1.0 | 45000.00 | 45000.00 |
| 9. | NS Item | Providing heavy duty door mats (size 36x18 inches). Colour, brand, design and pattern to be approved by Engineer in charge. | Nos | 9.0 | 1500.00 | 13500.00 |
| 10. | NS Item | Providing Staff Chair (Revolving Chrome Base). Pattern and design to be approved by Engineer in charge | Nos | 18.00 | 2950.00 | 53100.00 |
| 11. | NS Item | Providing Boss Chair (Revolving Chrome Base). Pattern and design to be approved | Nos | 3.00 | 12000.00 | 36000.00 |

| | | | | | | |
|-----|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|----------|-----------|
| | | by Engineer in charge | | | | |
| 12. | NS Item | Providing Blinds (Rollers). Pattern and design to be approved by Engineer in charge | Sqft | 360.00 | 120.00 | 43200.00 |
| 13. | NS Item | P&F PVC Panelling work at walls. Pattern and design to be approved by Engineer in charge | Sqft | 2000.00 | 100.00 | 200000.00 |
| 14. | NS Item | P&F Glass door work 12mm toughened glass, L connector, hole, floor spring machine (Ozone), silicone for 12mm toughened glass, Maskin tape for 12mm toughened glass including labour, fittings etc complete in all respect. | 1 Job | 2.00 | 45000.00 | 90000.00 |
| 15. | DSR 2016 | Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. | Sq. mtr | 249.00 | 1119.40 | 278730.60 |
| 16. | DSR 2016 | Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :5.1.3 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size). | Cum | 10.80 | 5772.65 | 62344.62 |
| 17. | DSR 2016 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. 5.22.6 Thermo-Mechanically Treated bars of grade Fe-500D or more. | Kg | 600.00 | 56.60 | 33960.00 |
| 18. | DSR 2016 | Centering and shuttering including strutting, propping etc. and removal of form work for : 4.3.1 Foundations, footings, bases for columns | Sq. mtr | 10.80 | 193.95 | 2094.66 |
| 19. | DSR 2016 | Brick work with common burnt clay modular bricks of class designation 7.5. 6.2.2 Cement Mortar 1:6 (1 cement : 6 coarse sand). | Cum | 5.00 | 4400.50 | 22002.50 |
| 20. | DSR 2016 | 12 mm cement plaster of mix : 13.4.2 1:6 (1 cement: 6 coarse sand) | Sq. mtr | 100.00 | 168.25 | 16825.00 |
| 21. | DSR 2016 | Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. Code no 14.46 | Sq. mtr | 650.00 | 10.80 | 7020.00 |
| 22. | DSR 2016 | Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade : 14.45.1 Old work (one or more coats) | Sq. mtr | 650.00 | 33.35 | 21677.50 |

| | | | | | | |
|-------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------------------|
| 23. | DSR 2016 | Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : 14.54.1 One or more coats on old work | Sq. mtr | 100.00 | 51.30 | 5130.00 |
| 24. | DSR 2016 | Dismantling tile work in floors and roofs laid in cement mortar including disposal of unserviceable material/malba in the nearest local municipal ground and as directed of the Engineer in charge. 15.23.1 For thickness of tiles 10 mm to 25 mm | Sq. mtr | 250.00 | 31.55 | 7887.50 |
| 25. | DSR 2016 | Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material with in 50 meters lead and as directed by Engineer-in-charge. | Sq. mtr | 75.00 | 24.30 | 1822.50 |
| 26. | DSR 2016 | Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground and as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. | Cum | 75.00 | 120.55 | 9041.25 |
| 27. | DSR 2016 | Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground beyond 50 m initial lead, for all leads including all lifts involved. | Sqm | 100.00 | 22.40 | 2240.00 |
| 28. | DSR 2016 | Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead. | Kg | 3000.00 | 2.40 | 7200.00 |
| 29. | NS Item | Office table of high quality (5x3 ft and 2.5 ft high). Colour, brand, design, pattern to be approved by Engineer in charge | Nos | 8.00 | 6000.00 | 48000.00 |
| 30. | NS Item | Wooden stool for office purpose (2 ft high). Colour, design, pattern to be approved by Engineer in charge | Nos | 5.00 | 1000.00 | 5000.00 |
| TOTAL (1) | | | | | | 12,48,176.13 |
| ELECTRICAL WORKS | | | | | | |
| 1. | 1.10. | Wiring for light point/fan point/exhaust fan point/call bell point with 1.5 sq mm FRLS PVC insulated copper conductor single core cable in surface/recessed medium class PVC conduit with modular switch, modular plated, suitable GI box and earthing the points with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. complete as required | | | | |
| | 1.10.1 | i) group " A " | 5 | Each | 717.00 | 3585.00 |
| | 1.10.2 | ii) group " B " | 5 | Each | 783.00 | 3915.00 |
| | 1.10.3 | iii) group " C " | 5 | Each | 990.00 | 4950.00 |
| 2. | 1.24 | Supply and fixing following modular switch/ socket on the existing modular | | | | |

| | | | | | | |
|-----|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|---------|----------|
| | | plated switch box/cover including connections but excluding modular plate etc as required. | | | | |
| | 1.24.1 | 5/6 Amp Switch | 50 | Each | 85.00 | 4250.00 |
| | 1.24.4 | 3 pin socket outlet 5/6 A | 30 | Each | 111.00 | 3330.00 |
| 3. | 1.12 | Wiring for light/ power plug with 2x4 sq mm FRLS PVC insulated copper conductor single core cable in surface/recessed PVC conduit along with 1 no. 4 sq mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. | 375 | Per mtr. | 200.00 | 75000.00 |
| 4. | 1.14.4 | Wiring for light/ power plug with 2x6 sq mm FRLS PVC insulated copper conductor single core cable in surface/recessed PVC conduit along with 1 no. 6 sq mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. | 30 | Per mtr. | 249.00 | 7470.00 |
| 5. | 1.27 | Supplying and fixing following size modules. GI box along with modular base & cover plate for modular switches in recess etc, as required. | | | | |
| | 1.27.3 | 4 module(125mmx75mm) | 30 | Each | 287.00 | 8610.00 |
| | 1.27.6 | 12 module(200mmx150mm) | 20 | Each | 434.00 | 8680.00 |
| 6. | 1.24 | Supplying and fixing following modular switch /socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. | | | | |
| | 1.24.3 | Switch 15/16 Amps | 30 | Each | 132.00 | 3960.00 |
| | 1.24.5 | 6 Pin socket out let 15/16 A | 30 | Each | 175.00 | 5250.00 |
| 7. | MR | Supplying and fixing following switch /socket in the metallic socket/ switch box including connections etc. as required. (for air conditioners) | | | | |
| | i) | Switch 25 Amps | 8 | Each | 200.00 | 1600.00 |
| | ii) | 6 Pin socket out let 25 A | 8 | Each | 200.00 | 1600.00 |
| 8. | 1.7 | Wiring for circuit/sub main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required. | | | | |
| | 1.7.1 | 2X1.5 sq.mm+1x1.5 sq.mm. earth wire. | 50 | Per mtr | 208.00 | 10400.00 |
| | 1.7.2 | 2X2.5 sq.mm+1x2.5 sq.mm. earth wire. | 75 | Per mtr | 229.00 | 17175.00 |
| 9. | MR | Supply of single phase Heavy duty 12"-1400 RPM exhaust fan/Fresh air fan complete with blades, frame and shutters etc. as required (GEC, Crompton/USHA make). | 4 | Each | 1500.00 | 6000.00 |
| 10. | 1.50 | Installation of exhaust fan including making the hole to suit the size of the above fan, making good the damages connection, testing, commissioning etc. as required. | | | | |
| | 1.50.1 | up to 450 mm sweep | 4 | Each | 363.00 | 1452.00 |
| 11. | 1.51 | Extra for fixing louvers/shutters complete with frame for an exhaust fan of all sizes. | 4 | Each | 168.00 | 672.00 |
| 12. | 2.4/ 2.4.3 | Supplying and fixing following way, horizontal type three pole and neutral, sheet | 1 | Each | 4601.00 | 4601.00 |

| | | | | | | |
|-----|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------|-------------------|-------------------|
| | | steel, MCB distribution board 415 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator). 8 way (4+24), Double Door | | | | |
| 13. | 2.3/ 2.3.3 | Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board consumer unit, 240 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, hinged front acrylic cover for the MCB knobs, detachable gland plate, interconnections, phosphatised and powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator). 12 way, Double door | 1 | Each | 2053.00 | 2053.00 |
| 14. | 2.10 2.10.1 | Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, 'C' curve, miniature circuit breaker suitable for inductive load of following pole in the existing MCB DB complete with connections, testing and commissioning etc. as required. single pole MCB | 40 | Each | 199.00 | 7960.00 |
| 15. | 2.12 2.13.3 2.12.2 | Supplying and fixing following rating, 4 pole, 415 volts and Double pole isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required. 100 Amp TP&N 63 Amp | 1 1 | Each Each | 1047.00 385.00 | 1047.00 385.00 |
| 16. | MR | Supply, installation, testing and commissioning of prewired 1x20 watts, 4 feet long LED tube light of all type, complete with all accessories and tube/lamp on existing tube light frame Crompton, Hevels or Phillips make | 50 | Each | 400.00 | 20000.00 |
| 17. | Market rate | Supplying of 3.5x50sq.mm size of PVC insulated, PVC sheathed 1.1 KV grade aluminium conductor armoured cable ISI mark. | 50 | P.mtr | 200.00 | 10000.00 |
| 18. | 7.7.2 | Laying of 1 no. PVC insulated & PVC sheathed/ XLPE aluminium power cable of 1.1 KV grade of size 50 sq mm on wall clamped with 25x3mm MS flat clamp. 3.5X50 sq mm. | 50 | P.mtr | 104.00 | 5200.00 |
| 19. | 9.1/ 9.1.22 | Supplying and making end termination with brass compression gland and aluminium lugs for 3.5x50 sq mm PVC sheathed/XLPE aluminium conductor cable of 1.1 KV grade as required. | 2 | E. Set | 329.00 | 658.00 |
| 20. | MR | Providing and fixing 8 mm dia G.I. wire on surface or in recess for loop earthing alone with U.G. Cable as required | 50 | P.mtr | 30 | 1500.00 |
| 21 | MR | Supply, installation testing and commissioning of following size of | | | | |

| | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----------|---------------------|
| | i) | airconditioners of O General make with copper outer and internal units including 4KVA/5KVA voltage stabilizers of V Guard make complete work as required. | 4 | Each | 42000.00 | 168000.00 |
| | ii) | 1.5 TR window air conditioners O GENERAL AXGT18FHTA 1.5 Ton 3 Star 1.5 TR split air conditioners. 5* BEE rating ASGA18JCC OR ASGA18FTTA Model | 1 | Each | 58500.00 | 58500.00 |
| 22. | MR | Spray painting on the following existing electrical items | | | | |
| | i) | Ceiling fans including down rods and canopy | 25 | Each | 75.00 | 1875.00 |
| | ii) | Tube lights including down rods | 50 | Each | 50.00 | 2500.00 |
| TOTAL (2) | | | | | | 4,52,178.00 |
| GRAND TOTAL (1+2) | | | | | | 17,00,354.13 |
| Note: | | | | | | |
| 1) The rate quoted by the contractor should be inclusive of GST, TDS and all type of government taxes. | | | | | | |
| 2) The above rates are taken from Civil DSR CPWD 2016, Electrical DSR 2018 and Market rate for Non-schedule items. | | | | | | |
| 3) If, any additional item to be executed other than the estimated quantity at the time of execution against drawing and design approved by the competent authority payment to the contractor would be made on the basis of the proportionate rate quoted by him. | | | | | | |
| 4) Quantity of work may get increased or decreased as per the requirement of NSC and actual measurements. | | | | | | |

The rate quoted by the contractor are _____% above the Tender amount.

Or

The rate quoted by the contractor are _____% below the Tender amount.

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other purchasers.

Thanking you,

Place: _____

Date: _____

Signature: _____

Name of Authorized Signatory: _____

Address: _____

Phone No: - _____

Mobile No. _____

SEAL

SECTION - III**Annexure-B****FORM FOR TECHNICAL & COMMERCIAL BID****To****FROM**

**Assistant General Manager(Civil.),
National Seeds Corporation Ltd.,
BeejBhawan, Pusa Complex,
New Delhi-110012**

Sir,

Profile of our Company/party/interior firms are as under:

1. Particulars of the company/firm where registered:-

| Name of the company with full address, contact number and e mail | Type of the firm i.e prop./ pvt. Ltd./ Ltd. etc. with its registration no. | Name and contact no. of Prop./ partners/ Directors etc |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
| | | |

*Attach the necessary valid document in support of above.

2. Orders of similar works items executed as prime contractor to Government Deptt/reputed private organization on quoted/similar model over the last five years.

| Year | Name & Address of Purchaser | Work executed | Work Order No. & Date | Value (Rs.in lakhs) | Stipulated period of completion of the work | Actual date of work completion | Remarks explaining reasons for delay if any. |
|-------------|----------------------------------------|----------------------|----------------------------------|----------------------------|----------------------------------------------------|---------------------------------------|-----------------------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

*Attach copies of Work Orders along with proof of completion.

3. Information regarding Bid Capacity (Orders in hand to be executed, under execution for next 3 months and spare able capacity) as on the date of this bid.

4. Availability of infrastructure

| Name of Building | Size (Sq. m) | Annual Profit/ loss (Rs. In Crore) |
|-------------------------|---------------------|-------------------------------------------|
| | | |

5. Availability of Equipment

| Item of Equipment | Available no. and capacity | Owned/ leased/ to be procured | Age/ condition | Remarks |
|--------------------------|-----------------------------------|--------------------------------------|-----------------------|----------------|
| | | | | |

6. Availability of Personnel

| Type of Employee | No. | Qualification | Experience |
|------------------|-----|---------------|------------|
| | | | |

7. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data

| Position | Name | Qualification | Experience in the proposed position | Contact no. |
|----------|------|---------------|-------------------------------------|-------------|
| | | | | |

8. 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 years should not be less than **5 times of quoted value of offer**:

| Financial year | Annual Turnover (Rs. In Crore) | Annual Profit/ loss (Rs. In Crore) | Remarks |
|----------------|--------------------------------|------------------------------------|---------|
| | | | |

9. Registration:

| GST Registration No. |
|----------------------|
| |

10. Income tax Details:-

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

11. EMD :-

| Banker Name | E-Challan/Receipt No. | Amount |
|-------------|-----------------------|--------|
| | | |

12. Particular of Banker:-

| Name and address of Banker | Type of Account | Account No. | IFSC Code | MICR Code |
|----------------------------|-----------------|-------------|-----------|-----------|
| | | | | |

13. MSMEs' registration details (NSIC registered unit):

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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

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

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

15. A undertaking on Rs 100, Non judicial stamp paper stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure B-1.
16. An affidavit on Rs 100 non judicial stamp paper that Price Charged for stores/Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure B-2.
17. Evidence of Access of Finance resources required (With Valid Proof):-
18. Authorization for Signing Bid (With Valid Proof).

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: -
Date:-.

Name Of Authorized Signatory: _____
Complete Mail Address: _____

Phone No.: _____

Mob. No. : _____

E-mail Address: _____

Note: - (All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION - III

Annexure-B-1Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had completed the work during the last_____ years and no arbitration case is pending.

Signature of Authorized signatory -----
Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp_____

Place: _____

Dated: _____

SECTION - III

Annexure-B-2

Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of the identified work given to any Govt. Deptt./PSUs/Institutions/Organizations etc .

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber Stamp_____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD (E-Challan receipts)
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization/ Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership of proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous two years.
7. Copy of GST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
11. MSME registered with NSIC, other Authorities Certificate with proper validity for quoted item.
12. Other document if any in support of the tender.
13. Each and every concerned pages of tender document should be digitally signed of authorized signatory of tenderer.
14. Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations.
15. Av. Annual Turn Over for last three years of the firm should not be less than Five times of quoted value of the Offer. In case of MSEs. Av. Annual Turn Over for the last three years should not be less than the quoted value of the Offer.
16. Evidence of access to financial resources.

Note: - In the absence of any of the above documents, tender may be considered for rejection.

SECTION – IVCOMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT
AND PERFORMANCE GUARANTEE BOND, BY THE BANK

This Bank guarantee executed on thisday of 2019by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., BeejBhawan, Pusa Complex, New Delhi-110012 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the contractor) which expression shall include his successors and assigns.

“WHEREAS under the terms of construction of **Modular Laboratory Work including electrical works at Quality Control Lab of NSC Beej Bhawan** under this Corporation’s Work Order No.....dated Placed with the contractors, contractor has warranted about the specifications and performance of the work of **Modular Laboratory Work including electrical works at Quality Control Lab** executed under the Corporation’s order’.

OR

“WHEREAS under the terms of the contract for the execution of work under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the contractors, contractor had warranted about the specifications and performance of the **Modular Laboratory Work including electrical works at Quality Control Lab** under the contract’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain **10% of the price** of the **Modular Laboratory Work including electrical works at Quality Control Lab** till the period of warranty expires.

AND WHEREAS the contractor is desirous of getting the said **10% price** from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the **10% price** and be guarantor for the composite guarantee bond.

NOW THEREFORE, this guarantee witnessed and the Bank hereby agrees guarantee.

1. If the contractor commits any breach of any of the terms and conditions of the contract or of the work order and the Corporation declares that the Contractor has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Contractor.
2. The Contractor has warranted to the Corporation as follows.
 - iv) The contractor warrants that the work done under this contract/order are free from all defects and faults in material, workmanship and manufacturing defect and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of **Modular Laboratory Work including electrical works at Quality Control Lab** ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
 - v) The contractor warrants that the **Modular Laboratory Work including electrical works at Quality Control Lab** shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a **minimum period of 12 calendar months** from the date of completion of the work.
 - vi) The contractor’s warranty in respect of any complaints, defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or

material or design in the manufacture of the equipments, provided defects are brought to the notice of the **contractor within 12 months** of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced parts will **extend to 12 months from the date of replacement** as envisaged by the warranty clause in this agreement/ order in respect of original execution.

- vii) The contractor shall, if required, replace or repair the item of work or such portion thereof as is rejected by the Corporation free of cost at the work site or at the option of the Corporation, the contractor shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
- viii) All replacement and repairs that the Corporation shall call upon the contractor to deliver or perform under this warranty shall be delivered or performed by the contractor as quickly as possible but in no case later than one month failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
- ix) The warranty of the contractor shall not apply to any material which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the contractor in advance, if however, any such repair does not affect the strength performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.
3. If the contractor commits any breach of the terms relating to warranty and the contractor becomes liable to the forfeiture of the **10% of the Bank Guarantee** or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the contractor.
4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said contractor has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the contractor has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the contractor and the bank.
5. The bank further understand that it shall not be necessary for the Corporation to proceed against the contractor before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.
6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the contractor or the bank shall not discharge the liability of the bank herein.
7. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs. **The Guarantee of the Bank shall remain into force upto 12 months** from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness

- Here fill the name and full address of The Bank
- Here fill the Name and full address of the tenderer.
- Here fill the item of work for which order has been placed.

SECTION – V**AGREEMENT FORM****AGREEMENT NO.....**

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at BeejBhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the ‘Corporation’ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the ‘Contractor’ which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the ‘Corporation’ with the intention of executing **Modular Laboratory Work including electrical works for QC Lab** invited offers vide Tender No..... its own behalf (hereinafter called the ‘Purchaser’)

AND WHEREAS the contractor submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Work Order No.....dated..... with contractor, for the execution of **Modular Laboratory Work including electrical works for QC Lab** as per specifications, quantities and number mentioned in schedule of this agreement and in work order no..... dated.....

AND WHEREAS the Corporation and the contractor have agreed to all the terms & conditions as contained in Section-II of Part ‘B’ of the tender document for Tender No..... which shall form part of this agreement.

Settlement of Disputes:

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.one lakh, the arbitrator shall make a speaking award.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the

Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the Contractor

For and on behalf of
the National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

3.

3.

SECTION - VI
PRE-CONTRACT INTEGRITY PACT

(To be signed in case bid/contract amount exceeds Rs. One Crore)

General:-

1. Whereas National Seeds Corporation Limited represented by hereinafter referred to as the Buyer and the first party, proposes to procure goods / services through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

and M/s _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter.

2. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the completion of the contract.

Commitments of the Buyer:-

3. The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Buyer will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:-

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for stores /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression:-

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct:-

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation:-

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any

offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the **LIBOR**. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

8.2The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause:-

9.1 The Bidder undertakes that he has not supplied/is not supplying the similar items or subitems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar item or sub-item was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case

and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

9.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

10. Examination of Books of Accounts:-

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

12. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity:-

13.1 The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER BIDDER

**CHIEF EXECUTIVE OFFICER
Company Name**

Witness

1. _____

1. _____

2. _____

2. _____

SECTION-VII

THE ADDRESS OF THE WORK EXECUTION SITE FOR CONSTRUCTION OF MODULAR LABORATORY WORK INCLUDING ELECTRICAL WORKS IS AS UNDER

| S.No | Name of Office | Unit |
|--------------|--------------------------------------------------------------------------------------------------------------|----------------|
| 1 | National Seeds Corporation Limited, Quality Control Lab, Beej Bhawan, Pusa Complex, New Delhi – 110012 | 01 Unit |
| TOTAL | | 01 Unit |