



# **NATIONAL SEEDS CORPORATION LTD.**

(A GOVERNMENT OF INDIA UNDERTAKING- *MINI RATNA COMPANY*)

(CIN NO: U74899DL1963GOI003913)

CORPORATE OFFICE :BEEJ BHAWAN, PUSA COMPLEX

NEW DELHI-110012

**OFFICE:- CENTRAL STATE FARM, SURATGARH**

DISTT- SRIGANGANAGAR RAJASTHAN-335804

## **NOTICE INVITING SHORT TERM E-TENDER/ CONTRACT DETAILS**

FOR

**Name of work: REPAIR TO RESIDENTIAL & NON RESID.  
BUILDINGS OF FARM ON LABOUR RATE ONLY  
(UNDER REVENUE HEAD)**

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM

ONLINE MODE ONLY

Contact Details

PARTICULARS	TELEPHONE	E-MAIL	FAX
Director, CSF SURATGARH	01509-220084	<a href="mailto:csf.suratgarh@indiaseeds.com">csf.suratgarh@indiaseeds.com</a>	
Head Office New Delhi	011-25842209	<a href="mailto:dgm.engg@indiaseeds.com">dgm.engg@indiaseeds.com</a>	
<b>Web Site :-</b> <a href="http://www.indiaseeds.com">www.indiaseeds.com</a>			
<b>Tender Portal :-</b> <a href="https://indiaseeds.eproc.in/">https://indiaseeds.eproc.in/</a>			



## राष्ट्रीयबीजनिगमलिमिटेड

(भारतसरकारकाउपक्रम-मिनिरत्नकम्पनी)

### केन्द्रीय राज्य फार्म सूरतगढ़

फैक्स-01509 - 223877

फोन न.- 01509-220084,220068

e-mail – [csf.suratgarh@indiaseeds.com](mailto:csf.suratgarh@indiaseeds.com)

(जीएसटी न.08AABCN8973F2Z3)

## NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking- Miniratna company)

(CIN : U74899DL1963GOI003913)

### Central State Farm, Suratgarh

PHONES : 01509-220084,220068

“An ISO 9001:2008 & ISO 14001:2004 Company”

e-mail – [csfsuratgarh@rediffmail.com](mailto:csfsuratgarh@rediffmail.com)

Website: [www.indiaseeds.com](http://www.indiaseeds.com)

### **NOTICE INVITING SHORT TERM TENDER**

Director, National Seeds Corporation Ltd. (NSC) Central State Farm - Suratgarh invites E-tenders under two bid system from reputed Contractors Registered in appropriate class for **CIVIL WORKS** only with CPWD/PWD/Municipal Authorities/Semi Govt. Organization and having experience for successfully execution of at least three similar works of 40% value of the estimated cost of tender or two similar works of 50% value of the estimated cost of tender or one similar work of 80% value of the estimated cost of tender executed during the last seven years.

Particulars	Details
NAME OF WORK	REPAIR TO RESIDENTIAL & NON RESID. BUILDINGS ON LABOUR RATE
Date of issue of NIT	03.08.2019
Estimated Amount	Rs. 7,50,000
Working Period	UP TO 31.03.2020
Date and time for submission of online bid	From 04.08.2019 9.30 AM To 19.08.2019 5.00 PM
Date and time of opening of Technical Bid in Online mode	20.08.2019 On 11:00 AM
Tender Fee	Rs 540.00 (500+18% GST) each
EMD Demand draft	Rs. 21,000/-
Contact Person (with Phone No & E-Mail)	Sushant Priyadarshi 8078678415 e-mail ID <a href="mailto:managerenggcivilsog@gmail.com">managerenggcivilsog@gmail.com</a>

- For Labour rate material will be provided by the farm free of cost from general store. Rates and Working period will be valid upto 31.03.2020**
- Provision for relaxation to all Startup Enterprise prior turnover and prior experience in Public Procurement (PP) is applicable as per DIPP Office Memorandum no. F-20-2/2014-PPD (Pt) dated 27-07-2017 & 20-09-2016 subject to furnishing of the documentary proof in support of claim along with their request letter.
- Earnest Money (EMD) and Tender Fee should be submitted online. Bid without payment of Tender cost or EMD shall be liable for rejection. MSEs registered with NSIC for quoted item and having valid registration, such companies are exempted from payment of cost of tender document & EMD. MSEs are entitled to avail the benefit of purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, subject to furnish declaration of Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefit as per PP policy for MSME's order 2012.
- NSCL reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer. Any further corrigendum(s) to this tender shall be published only on our website <https://indiaseeds.eproc.in> & e-portal <https://indiaseeds.eproc.in>.

**INSTRUCTIONS TO BIDDER – ONLINE MODE**

**DEFINITIONS:**

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

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

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both 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](http://www.cca.gov.in) ) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC’s. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto:jatin.kalra@c1india.com) for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3300/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 550/- inclusive of all taxes (Non-refundable) through Online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

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

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

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

- The Bidder may modify, substitute or withdraw 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.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

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

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

### **V. DISCLAIMER :The vender must read all the instruction in the RFP and submit the same accordingly.**

## General Rules & Guidance for Tender

### SECTION II

1. **Time:** The contractor should submit only in ONLINE MODE on <https://indiaseeds.eproc.in> on or before the date & time given in NIT. The technical bid and financial bids of the qualified contractors will be opened as per the date & time stated in NIT. Tenders in any other form will not be accepted.
2. **Work Experience:** Experience of civil work will be counted 40% of three works, 50 % two works and 80 % one work of similar nature in last seven years. Experience other than similar nature will not be accepted.
3. **Bids:** Technical bid contains uploading of self-attested copies of all desired documents i.e EMD Proof, Firm Registration for civil works, pan card, work experience, Bank account detail/status of firm ,GST no., ESI, EPF Registration will also be required.  
**Tender not accompanied with requisite document are liable for rejection.**
4. **EMD& TENDER FEE :** EMD may be in form of D/D or through RTGS/NEFT/Online portal. DD must be in favour of National Seeds Corporation Ltd, Suratgarh Payable at SURATGARH, scan copy of which must be uploaded along with technical documents. The original Demand draft must be deposited in office of the Accounts Officer before the closing date & time for submission of tender. Online transaction may be accepted in form of NEFT/RTGS (NSC Ltd Suratgarh, Bank-SBI,Suratgarh, A/C No.- 34056542572,IFSC- SBIN0007774) or through online portal, scan copy of transaction must be uploaded along with technical documents.  
Exemption of earnest money deposit for contractors/firms registered as Micro, Small and Medium Enterprises (MSME) 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. MSME units registered with NSIC must submit Udyog Aadhar Memorandum (UAM)number, failing which they will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.
5. The tenderer will be required to attach Income Tax Return for the last 3 years and Registration No. of GST/SST/CST/VAT, ESI and PF while applying for e-tender through online.  
**The contractor will have to give an undertaking that he will submit the proof of remittance of PF/ESI through challan at the time of bill payment.** In case of non-furnishing of such proof, 4.7% (four point seven percent) of the value of the bill amount of work shall be withheld by NSC which can be released only after production of the required document. If it is incumbent upon NSC to deposit withheld amount with EPF authorities, the same shall be deposited by NSC with EPF authorities. After deposition of the amount, NSC shall not refund this to the contractor even on production of EPF Challans. (c) NSC shall also recover Workmen Cess @ 1% from each RA bill and shall deposit with the Labor Board of the concerned state. In case the Labor Board is not established in the state, recovery made by NSC shall be retained under suspense and will be deposited with the Labor Board as & when established in the state.
6. The successful tenderer shall deposit performance Bank guarantee/DD @ 5 % of accepted value of work within 15 days of letter issued in this regard. The Contractor shall permit National Seeds Corporation at the time of making any payment to him for work done under the contract to deduct the security amount at the rate of 5 % of the gross amount of each running bill. Deduction on payment will be governed according to rules.
7. **Bill Payment :** The payments will be released on submission of monthly bill of work done valuing not less than tender amount proportionate to one month of all works executed in the previous

months and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant and the Engineer may prepare a bill from such list. Engineer's consent for release of running bill shall be linked with the satisfactory progress of the work.

FINAL BILL shall be submitted by the contractor in the same manner as specified in running bills within one month from the date of the final certificate of completion furnished by the engineer. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments off those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer or his authorized Officer, complete with account of materials, issued by the Corporation and dismantled materials.

- i) If the Tendered value of work is up to ₹ 5 lakhs: 3 months
- ii) If the Tendered value of work exceeds ₹ 5 lakhs:6 months

8. **Liquidity Damages** :In case of delay in completion of the work, LD shall be levied from the contractor at the rate of 0.5% of the contract price per week of delay subject to maximum of 10% of the contract price.

9. **Deviation** : The Engineer shall have power to make any alternations in omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and to omit a part of the work in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the work in accordance with any instructions given to him in writing by the Engineer and such alterations omission, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out the contractor on the same conditions in all respect including price on which he agreed to do the main work. The time for the completion of the work shall in the proportion that the altered, additional or substituted work bears to the original contract work on the request of the contractor and the decision of the Engineer shall be conclusive.

**Additional:** If any item of work is required to do as directed by Engineer in Charge which is not in schedule of items. In this case rate of that item will be fixed rate of DSR plus or minus rate quoted by contractor on DSR.

10. **Suspension of Work:** The contractor shall, on the instructions of the engineer suspend the progress of the works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall during such suspension, properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer unless such suspension is; a) Otherwise provided for in the contract, or b) Necessary by reason of some default or of breach of contract by the contractor of which he is responsible, or c) Necessary by reason of climatic conditions on the site, or d) Necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Employer or from any of the risks defined

11. FOR CLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK: If at any time after the commencement of the work the Employer shall for any reasons decide to abandon or reduce the scope of the works and hence not required the whole or part of works to be carried out the Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of whole or part of the work. The contractor shall be paid at contract rates full amount for the works executed at site. Scope of work according to situation may be increased or decreased without assigning any reason by Corporation.

12. CANCELLATION OF CONTRACT IN FULL OR PART If contractor:

- i) at any time makes default in proceeding with the work or any part of the work with the due diligence and continuous to do so after a notice in writing of 7 days from the Engineer.
- ii) commits default to complying with any of the terms & conditions of the contract and does not remedy, it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer.
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer,

On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer.

13. The contractor shall visit the site and shall satisfy himself to the conditions, the accessibility of site, the full extent and character of operations, the nature of ground, supply conditions affecting layout execution of the contract generally. **No claim on the ground of want of knowledge in such respect will be entertained.**

14. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender and continue until 06 months after the completion of work for revenue and 12 months for capital works.

15. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948 Contract Labour (Regulations and Abolition) Act, 1970 amended from time to time and other Laws affecting contract labour that may be brought into force from time to time. No laborer below the age of eighteen years shall be employed on the work. The contractor shall maintain and produce all records when called for, related to relevant contract concerning labor engaged and construction.

16. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer. All materials and workmanship shall be of good quality. The Contractor shall at his own expense arrange for and/or carry out any test of any materials which the department may require.

17. DISMANTLED MATERIAL IS EMPLOYER'S PROPERTY The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Employer's property and such materials shall be disposed off to the best advantage of the Employer. All useful

materials obtained from dismantling shall be the property of the Farm and shall be kept in safe custody until they are handed over to the General Store In-charge.

18. On demand the completion certificate to be issued to the contractor, the contractor shall give notice to the Engineer and within thirty days of the receipt of such notice the Engineer shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of physical completion otherwise a provisional certificate of completion indicating defects to be rectified by the contractor shall be issued.
19. G.Schedule Rates are without cement, it will be provided from the general store of the farm free of cost. The carriage and site stock maintenance will be in scope of contractor. After completion of work empty cement bags must be submitted to Farm stores.
20. The contractor is responsible to follow the construction standards as per CPWD norms. Due care shall be taken to maintain the safety measures prescribed in IS; 4130 and safety code of terms and conditions.
21. The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor should forthwith comply with such requirements.
22. The BOQ quantities may increase or decrease at the time of execution based on actual measurements against drawing and design approved by the Competent Authority.
23. The contractor shall maintain and produce all records when called for, related to relevant Acts concerning labor engaged and construction. The Risk of Labour working at site will be of contractor and security of laborers working at site shall be responsibility of Contractor.
24. The security deposit shall be deductible @ 5% from the bills and Performance security & security deposit amount will remain as such for a period of defect liability from the date of completion of work.
25. Defects arising during the defect liability guarantee period if any shall be rectified by the party free of cost within 15 days as and when brought to the notice in writing or telephonically. If contractor fails to take-up the rectification work. The same will be carried out on his risk & cost and recovery will be made from his security deposit/ performance security.
26. No time extension will be given in normal conditions. Mobilization advance shall not be applicable.
27. Rates shall be inclusive of all taxes. Any type of tax liability of government i.e. income tax, GST etc as applicable will be borne by the contractor. Goods and Services Tax, purchase tax, work contract tax, VAT or any other tax applicable on material or services in respect of this contract shall be payable by the contractor and no claim whatsoever in this respect will be entertained. The rates quoted by the contractor shall be inclusive of all such taxes.
28. No conditional tender will be accepted i.e. any type of condition other than the E-tender document will not be accepted of any contractor. Tender should remain open for acceptance for a period of 90 days from the date of receipt of tender. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the



department, then the corporation shall, without prejudice to any other right or remedy, bear liberty to forfeit the earnest money as aforesaid.

29. As per practice one time rates are to be given no escalation on rates will be given. Mixing of cement concrete and cement mortar shall be done by means of mechanical mixer. The cement concrete laid shall be mechanically vibrated by means of mechanically operated vibrators. The rates quoted shall be inclusive of these operations and no extrapayments shall be made.
30. Water & Electricity for work of what so ever purpose related to the work will be arranged by the contractor. Wherever the Electricity is provided by the Department consumption charges shall be borne by the contractor. Strictly canal water is to be used.
31. For labour rate repair works, the construction material will be provided free of cost from the general store of the farm. The carriage of material is in the scope of the contractor.
32. The contractor will make his own arrangements for watch & ward of the materials and electrical installations until the work is completed and handed over to the department in full. No extra payment will be made to the contractor for the same.
33. The contractor will have to arrange the removal of the *malba* /debris etc. to the site decided by the Engineer-in-charge after each days work and nothing extra will be paid on his account. It will be the contractor's responsibility to keep the site neat and clean after completion of the work otherwise the site shall be got clear at the risk and cost of the contractor.
34. The Corporation reserves the right to accept or reject any or all tenders without assigning any reason what so ever and decision of the Corporation shall be final and binding on tenderers. The Corporation will not be bound to accept the lowest tender or any of the tenders.
35. In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in New Delhi. The sole arbitrator will be appointed by CMD, NSC whose decision in this regard will be final & binding.
36. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of suratgarh only in connection with any actions or proceedings arising out or in relation to this Tender.

**SIGNATURE OF CONTRACTOR**

With seal

**GENERAL TERMS & CONDITIONS OF THE CONTRACT****DEFINITIONS**

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Seeds Corporation Ltd, and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer and all these documents taken together, shall be deemed to form the contract and shall be complementary to one another. ‘Employer’ means National Seeds Corporation Limited acting through its Chairman cum Managing Director (CMD) including his authorized representative(s) who will employ the contractor and legal successor(s) in title and permitted assigns.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigns to them:-
  - a) The expression ‘works’ or ‘work’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - b) The ‘Site’ shall mean the land and/or other places on, into or through which work to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may allotted or used for the purpose of carrying out the contract.
  - c) The ‘Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company, or the successors of such firm or company and the permitted assignees or such individual, firm or company.
  - d) The Corporation or NSC means the National Seeds Corporation Limited.
  - e) The ‘Engineer’ means the Engineer and includes the Project Manager/ In charge who shall supervise and be in charge of the work or any other designation authorized by the Employer for the purpose of operating the contract.
  - f) Where the context requires, words imparting the singular only also include the plural number and vice-versa.
  - g) ‘Specification’ means the specification referred to in the tender and any modification there of or addition there to as may from time to time be furnished approved in writing by Engineer.
  - h) ‘District specification’ means the specifications followed by the State Govt. in the area where the work is to be executed.
  - i) ‘Approved’ means approved in writings and ‘approval’ means approval in writing.
  - j) Tendered value means the value of the entire work as stipulated in the letter of award.
  - k) Market rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labor at the site where is the work is to be executed plus the percentage mentioned in the schedule “ F” to cover all over heads and profits.
  - l) Schedule (S) referred to in these conditions shall mean the relevant scheduled(s) annexed to the tender papers or the standard schedule of Rates of the government mentioned in Schedule “F” hereunder, with the amendments thereto issued upto the date of receipt of the tender.

**WORK TO BE CARRIED OUT**

3. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, material, tool, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **SUFFICIENCY OF TENDER**

4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, which rates and prices shall, except as otherwise provided, over all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **DISCREPANCIES AND ADJUSTMENT OF ERRORS**

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

### **SIGNING OF CONTRACT**

6. The successful contractor, on acceptance of office tender by the accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
  - (I) The notice inviting tender, all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
  - (II) Various standard clause with corrections up to the date stipulated in schedule "F" along with Annexure there to.
    - (a) Model rules for the protection for the health, sanitary arrangements for workers employed by NSC or its contractors.
    - (b) Contractor's labor regulations.
    - (c) List of act and omissions for which fines can be imposed.

## **SPECIFICATIONS & CONDITIONS FOR MODIFICATION**

### **& DISMANTLING WORKS**

#### **(A) Dismantling**

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

#### **(B) Demolition**

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

#### **Precautions**

All materials obtained from dismantling or demolition shall be the property of the Government unless otherwise specified and shall be kept in safe custody until they are handed over to the Engineer-in-charge before starting the work. The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the Engineer-in-charge before starting the work. Due care shall be taken to maintain the safety measures prescribed in IS; 4130 and safety code of terms and conditions.

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

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

Where existing fixing is done by nails, screws, bolts, rivets, etc., dismantling shall be done by taking out the fixing with proper tools and not by tearing or ripping off. Any serviceable material, obtained during dismantling or demolition, shall be separated out and stacked properly as directed by the by the Engineer-in-Charge. All unserviceable materials rubbish etc. shall be disposed off as directed by the Engineer-in- Charge.

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

#### **Measurements**

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

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

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

Work executed in the following conditions shall be measured separately.

(a) Work in or under water and /or liquid mud.

(b) Work in or under foul positions.

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

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

## **LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7(v) of the NSC Contractor's Labour Regulations to be displayed prominently at the site of work both in English & local language.

- 1) Wilful insubordination or disobedience, whether alone or in combination with other.
- 2) Theft fraud or dishonesty in connection with the contractors beside a business or property of NSC.
- 3) Taking or giving bribes or any illegal gratification's.
- 4) Habitual late attendance.
- 5) Drunkenness, fighting, riotous or disorderly or indifferent behaviour.
- 6) Habitual negligence.
- 7) Smoking near or around the area where combustible or other materials are locked
- 8) Habitual in-discipline.
- 9) Causing damage to work in the progress or to property of the NSC or of the contractor
- 10) Sleeping on duty.
- 11) Malingering or slowing down work.
- 12) Giving of false information regarding name, age, father's name etc.
- 13) Habitual loss of wage cards supplied by the employers.
- 14) Unauthorized use of employer's property of manufacturing or making of unauthorized particle at the work place.
- 15) Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which the contractors are compelled to undertake rectifications.
- 16) Making false complaints and /or misleading statements.
- 17) Engaging on trade within the premises of the establishments.
- 18) Any unauthorized divulgence of business affairs of the employees.
- 19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- 20) Holding meeting inside the premises without prior sanction of the employer.
- 21) Threatening or intimidating any workman or employer during the working hours within the premises.

## FORM OF PERFORMANCE SECURITY (GUARANTEE)

### BANK GUARANTEE BOND

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

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

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

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

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

We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and

we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission. On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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



## FORM OF AGREEMENT

Contract no. ....

Dated .....

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

Whereas the Corporation being desirous of having performing the provision of works mentioned above, enumerated or referred in Notice inviting Tender, General conditions of contract, specifications, Drawing and other documents constituting the tender and acceptance thereof, copy hereto annexed, all of which are designed in form of this contract and are included in the term 'CONTRACT' when ever here in used. And whereas the Corporation accepted the tender of contractor for the provision and the execution of the said work upon the terms and conditions as contained in the tender documents submitted by the contractor form in part of the contract.

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

1. The consideration of the payment to be made to the contractor for the works to be executed by him the contractor hereby covenant with the corporation of contractor shall and will duly provide, execute and complete the said works in ----...months as per the terms of the contract and maintain the same at his own cost during the maintenance period, ".....",there after , perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision, execution and completion of the said works, the corporation does hereby agree to pay to the contractor for the works actually done by him at the rates quoted by the contractor against the bill of quantities forming part of the tender documents and accepted by the corporation or at Agreed Rates and such other sums are may become payable to the contractor under the provision of the contractor such payments to be made at such time and in such manner as provided for in the contract.
3. And in consideration of the above, the contractor does hereby agree to pay to the Corporation the sums as may be due to the corporation for the services, if any, rendered by the corporation to the contractor and such other sum or sums as may become payable to the corporation as per the terms and conditions of contractor, such payment to be made at such manner as it provided in the contract.
4. Notwithstanding the execution of this agreement at any place other than Delhi the parties expressly agree that this Agreement shall be deemed to have been signed at Delhi and the courts at Delhi alone

shall have jurisdiction in respect of this contract and dispute if any. The parties shall not take any proceedings in any other court having concurrent jurisdiction in the matter.

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

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

In the presence of :-

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

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

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

In the presence of :-

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

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

**NATIONAL SEEDS CORPORATION LTD.**

Annexure-A-1

**Affidavit Certificate**

I /We\_\_\_\_\_ (Name, Designation and Address)  
hereby declaring that my/our firm/Company has not been neither black-listed nor debarred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had supplied the goods during the last\_\_\_\_\_ years as well as no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name\_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_

\_\_\_\_\_

stamp\_\_\_\_\_

## CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

1	Tender fee as per NIT (Non Refundable)	
2	EMD as per NIT	
3	Certificate of registration of the firm for civil works in appropriate class	
4	An affidavit of ownership if proprietary firm/sole traders (Partnership Deed if Partnership firm.)	
5	Scanned copy of Pan Card	
6.	Scanned Copy of ESI certificate/ Labour License	
7	Scanned copy of EPF certificate	
8	Scanned copy Registration GSTIN	
9	ITR of last 3 years	
10	Performance / work experience certificate/s of similar work as per NIT	
11	Name and addresses of the Bank Account No., IFSC Code. Address of the contractor Contact No.	
12	Affidavit certificate that not black listed and no arbitration cases pending in any Govt department.	
<b>Each and every pages of tender document should be signed/Digital sign</b>		