



## **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 E-TENDER/ CONTRACT DETAILS**

FOR

**Name of work: DEEP TUBEWELLS – 02 no's at 3 SGM**

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 :-<a href="http://www.indiaseeds.com">www.indiaseeds.com</a></b>			
<b>Tender Portal :-<a href="https://indiaseeds.eproc.in/">https://indiaseeds.eproc.in/</a></b>			



## राष्ट्रीयबीजनिगमलिमिटेड

(भारतसरकारकाउपक्रम-मिनिरात्रकम्पनी)

### केन्द्रीय राज्य फार्म सूरतगढ़

फैक्स-01509 - 223877

फ़ोन 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)

NSC/CSF/SOG/4-1(101)/2019-20

### NOTICE INVITING 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	Instt. of Deep Tubewells 02 no's at 3 SGM
Date of issue of NIT	24.09.2019
Estimated Amount	4,88,000.00
Working Period	60 Days
Date and time for submission of online bid	From 24.09.2019 9.30 AM To 09.10.2019 10.40 AM
Date and time of opening of Technical Bid in Online mode	09.10.2019 On 11:00 AM
Tender Fee	Rs 540.00 (500+18% GST)
EMD Demand draft	Rs 15,000.00
Contact Person(with Phone No &E-Mail)	Sushant Priyadarshi 8078678415 e-mail ID <a href="mailto:managerenggcivilsog@gmail.com">managerenggcivilsog@gmail.com</a>

1. General guidelines and eligibility criteria for participation are given in the tender document.
2. Tenders should submit both Technical bid and Price bid strictly as per instructions given in the tender document.
3. 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.
4. 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.
5. 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>.

# NATIONAL SEEDS CORPORATION LTD.

## SECTION - I

### 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 it's e-bid.

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

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

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

## 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 BRANCH, (A/C No.- 34056542572,IFSC- SBIN0007774) or INDUSLND BANK, BARAKHAMBA BRANCH A/C No.- 201003237077**, 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 MSME sorder, 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 month

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. **Forfeiture of Earnest Money**: In case of tenderer withdraws its tender or fails to deposit security deposit or to furnish pre contract integrity.

10. **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.

11. **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
12. **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.
13. **RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:-** The corporation reserves the right at the time of award of contract to increase or decrease the by upto 20-25% or even cancel the

quantities of work specified in the schedule of requirements without any change in price or other term and conditions.

14. REPEAT ORDER : The validity of tender shall be extended to a period of six months from the date of placing initial work order and it shall be opened to the corporation to place repeat order with the contractor on same rate and same terms and conditions for quantities not more than 50% of the quantities in the initial work order. Repeat order can be extended more than 50% of original quantities and beyond six month on need basis with the prior consent of the contractor.
15. SPLITTING OF ORDERS : The corporation reserves the right to split the tender among two or more tenderers according to the exigencies of the case at L-1 rates.
16. 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.

17. 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.**
18. The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender and continue until 12 months after the completion of work.
19. 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 act concerning labor engaged and construction.
20. 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.

21. The contractor, if required by the Engineer-in-Charge shall produce manufacturer's test certificates for any material or particular batch of materials supplied by him. The test carried out shall be as per relevant specifications / Indian Standard codes. The Contractor shall at his own expense arrange for and/or carry out any test of any materials which the department may require. The contractor shall submit to the Engineer-in-Charge, samples of all materials for approval and no work shall commence before such samples are approved.
22. **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.
23. 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.
24. 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.
25. 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.
26. The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor should forthwith comply with such requirements.
27. The Engineer-in-charge will reserve right to inspect at any such stage and reject the work if he is not satisfied about quality of work.
28. 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.
29. 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.

30. The security deposit shall be debitable @ 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.
31. 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.
32. No time extension will be given in normal conditions. Mobilization advance shall not be applicable.
33. 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.
34. 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, be at liberty to forfeit the earnest money as aforesaid.
35. 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 extra payments shall be made.
36. 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.
37. If applicable STP & NOC from the mining department of Rajasthan state has to be taken otherwise final bill payment will not be released.
38. 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.

39. 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.
40. 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.
41. 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**

**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 assignees 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 there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

#### **SIGNING OF CONTRACT**

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

## 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, Registration GSTIN	
6	Scanned copy of ESI and EPF Registrations	
7	ITR of last 3 years	
8	Performance / work experience certificate/s of similar work as per NIT	
9	Affidavit certificate that not black listed and no arbitration cases pending in any Govt department. (on Rs. 100 stamp)	
10	Name and Address of the contractor Contact number	
11	Bank Account No., IFSC Code	
12	Any other document in support to the tender.	
<b>Each and every pages of tender document should be signed/Digital sign</b>		