

NATONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE, 681-690, MARKET YARD, GULTEKDI
PUNE-411037



TERMS & CONDITIONS OF
CONTRACT
FOR

Name of work: - **Providing & fixing tiles on floor and painting of
Regional Office, Pune**

Contact details:

	Telephone	E-mail	Fax
R.O. Pune:	020-24264587	rm.pune@nsc.gov.in	020-24272584

NATONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE, MARKET YARD, GULTEKDI, PUNE-411037

No.(3)/NSC:PNA/ENGG/2014-15

Dt. 16.07.2014

NOTICE INVITING TENDER

National Seeds Corporation Ltd. (NSC) invites item rate sealed tenders from reputed Contractors registered with CPWD, MES, P & T, and State/Semi Govt. Organization in appropriate class having executed the similar kind of works.

Name of work	Estimated cost (Rs. in lakhs)	Period of completion	Earnest money (Rs.)	Cost of tender document (Rs.)
Providing vitrified tiles and painting for the portion occupied by the Regional Office, Pune	As per DSR'12 = 4.47 lakhs	40days	11000/-	300/- +15(VAT)

- 1 Tender document may be obtained from the Regional Office, located at above mentioned Address on any working days on payment of cost of tender (non refundable) on or before 25.06.2014 through Bank draft in favour of NSC Ltd, Pune. Notice Inviting Tender may also be down loaded from the web site- www.indiaseeds.com. . However, in this case, the cost of tender document will have to be deposited at the time of submission of tender through DD.
- 2 While applying for issue of tender documents, valid Income Tax Clearance Certificate and Registration certificate with attested copies as applicable along with application on their printed letter heads and a list of works executed with their value and period of construction should be given. Tender document will be issued to experienced parties having executed work of similar magnitude.
- 3 Sale of tender document will be closed two days before the scheduled date of opening the tender.
- 4 Earnest money mentioned above should be accompanied with the tender in the shape of DD drawn on SBI or any Nationalized Bank payable at NSC, Pune.
- 5 Tender shall be received on 01.07.201 up to 1500 hours at the Regional Manager, NSC, Ltd, Pune and shall be opened on the same day at 1530 hours in presence of tenderer who wish to attend.
- 6 Change in terms and conditions or the specifications or schedule of completion shall not be accepted. Such conditional tenders are liable for rejection.
- 7 The Corporation 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.

Sd/-
Regional Manager

CONDITIONS OF 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 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 Ltd.
 - e) The ‘Engineer’ means the Engineer and includes the project Manager/Incharge 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 labour at the site where the work is to be executed plus the percentage mentioned in the schedule "F" to cover all overheads 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 labour, material, tool, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given 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 labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4. SUFFICIENCY OF TENDER:

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.

5 DESCRIPENCIES AND ADJUSTMENT OF ERRORS:

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.

6. **SIGNING OF CONTRACT**

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.

GENERAL RULES AND GUIDANCE FOR INVITING OF TENDER

- 1 The tenders are being invited by Regional Office, National Seeds Corporation, Pune
- 2 The contractor should read the specifications carefully before submitting tender.
(If the tender has been downloaded from the web-site the cost of tender shall be deposited or else tender shall be rejected.)
- 3 The earnest money as per Notice should accompany the tender in the shape of DD drawn on SBI or any Nationalized Banks payable in favour of NSC Limited, Pune. Tenders without **EMD** are liable for rejection.
- 4 (a) The tenderer will be required to furnish Income Tax Return for the current year and Registration No. of SST/CST/VAT.
- 5 Sales- tax, purchase tax, service tax, work contract tax ,VAT or any other tax on material in respect of this contract shall be payable by the contractor and no claim whatsoever in this respect will be entertained
- 6 The rates quoted by the contractor is item rate tender and the same will be taken as correct and not the amounts worked out by them.
- 7 The contractor should quote the rates in figures as well as in words and amount tendered by him. The amount for each item should be worked out and the requisite the total given. Rates should be written in words closely followed by figures and it should not be written in the next line.
- 8 Time allowed for carrying out the work will be 40 days.
- 9 Tenders shall be received up to 15.00 hours on 01.07.2014 and will be opened at 15.30 hours on same day at above mentioned address in presence of tenderer who wish to attend.
- 10 Tender should remain open for acceptance for a period of 30 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.
- 11 Tenders which do not fulfill all or any of the above conditions or incomplete tenders in any respect are liable to be summarily rejected.
- 12 The tenders containing unsealed remarks or any additional conditions are liable to summarily rejection.
- 13 Mobilization advance shall not be applicable.
- 14 In the case of any tender where unit rate of any item /items appear unrealistic and imbalance and in case the tenderer is unable to provide satisfactory explanation, such a tender will be liable for rejection.
- 15 The contractor should visit the site and shall satisfy himself to the conditions, the

accessibility of site, the full extent and character of operation, the nature of the ground and supply conditions affecting lay out execution of the contract generally. No claim on the ground for want of knowledge in such respect will be entertained.

- 16 Change in the terms and condition or the specifications, or schedule of completion shall not be accepted such conditional tenders shall be liable for rejection.
- 17 Cutting/overwriting in the offer must be avoided as may be lead to cancellation of Tender. However in the case of any cutting, it should be authenticated by signature of the tenderer concerned.
- 18 The rates shall be inclusive up to all heights, materials, labours, tools & plants and taxes etc. as per site condition.
- 19 The payments will be released on submission of bill of work done valuing not less than of Rs.50,000/-.
- 20 The receipt of clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the National Seeds Corporation and the contractor shall be responsible for seeing that he procures a receipt signed by the Accountant/Engineer or a duly authorized Cashier.
- 21 The contractor shall give a list of NSC employees related to him.
- 22 The contractor should verify all elevations shown in the drawings and in case of doubt, obtain required particulars which may in any way influence his tender from the Engineer as no allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.
- 23 The site shown in the layout plan shall be cleared of all obstructions, loose stone, materials, rubbish of all kind. All holes of hollows whether originally existing or produced during clearance shall be carefully filled up with earth, well rammed, leveled off, as directed.
- 24 The successful tenderer shall deposit performance Bank guarantee/DD @ 5 % of accepted value of work within 15 days of letter issued in this regard.
- 25 The performance guarantee shall be refunded to the contractor soon after the completion of work and recording of the completion certificate.
- 26 The security deposit shall be dubitable @ 5 % from the bills and will remains as such for a period of defect liability i.e. 30 days from the date of completion of work.
- 27 Defects arising during the defect liability guarantee period if any shall be rectified by the party free of cost with in fortnight as and when brought to the notice in writing or telephonically.
- 28 The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender.
- 29 The contractor shall comply with the clause no. 44 to furnish labour clearance certificate for refund of security and it shall be governed as per CPWD guidelines.

- 30 The contractor shall maintain and produces all records when called for, related to relevant Acts concerning labour engaged and construction.
- 31 'No' negotiation is envisages even with a lowest party except under exceptional situations
- 32 The Corporation shall have the right of rejecting all or any of the tender without assigning any reason whatsoever and will not be bound to accept the lowest tender or any of the tender.
- 33 If any item of work is required to be executed which is not in schedule of quantities, in that cases rate will be derived from the percentage of rate quoted by contractor above or below the rate of DSR'12.