

नेशनल सीड्स कारपोरेशन लिमिटेड
(भारत सरकार का उपक्रम)
शेखपुरा, राजा बाजार
पटना-800014

स.-101/पटना: सड़क निर्माण/सी.एस.आर./एन.एस.सी.-इंज/15-16

दिनांक: 28/05/2015

निविदा आमंत्रण सूचना

नेशनल सीड्स कारपोरेशन लिमिटेड द्वारा प्रतिष्ठित ठेकेदारों जो कि सी पी डब्लु डी, एम ई एस, पी एंड टी, पी डब्लु डी, स्थानीय निकाय एवं राज्य/अर्धसरकारी संगठन के साथ पंजीकृत हों एवं सिविल निर्माण कार्य निष्पादन में दक्षता रखते हों, से निविदा आमंत्रित की जाती है:-

क. स.	कार्य का नाम	अनुमानित लागत (राशि रु)	कार्य पूर्ण करने की अवधि	धरोहर राशि (रु.)	निविदा दस्तावेज का मूल्य (रु)
	आदर्श ग्राम खेरिमल, पंचायत जमुनिया, प्रखंड चकिया में सड़क निर्माण कार्य				
1.	 सुदामा माझी के घर तक (लम्बाई 51 मी.)	1,11,400/-	30 दिन	3400/-	300/-
2.	सुरेश माझी के घर से प्रभु प्रसाद यादव के घर तक (लम्बाई 72 मी.)	1,71,200/-	30 दिन	5200/-	300/-
3.	माझी के घर तक (लम्बाई 81 मी.)	1,78, 500/-	30 दिन	5400/-	300/-
4.	प्राथमिक स्कूल राजेश माझी के घर तक (लम्बाई 324 मी.)	7,29,360/-	30 दिन	14600/-	500/-
5.	 (लम्बाई 408 मी.)	8,66,300/-	30 दिन	17400/-	500/-

- निविदा दस्तावेज के लिए आवेदन करते समय आई टी आर प्रमाण पत्र तथा वैध पंजीकरण प्रमाणपत्रों की अनुप्रमाणित प्रतिया अपने मुद्रित पत्र शीर्ष पर निष्पादित किये गए कार्यों की लागत एवं समापन अवधि सहित अपना आवेदन प्रस्तुत करें | निविदा दस्तावेज अनुभवी पार्टियों जो कि समान कार्यों के निष्पादन के पक्ष में दक्ष हों, को ही जारी किये जायेंगे |
- इच्छुक निविदाकार, क्षेत्रीय प्रबंधक , एन एस सी, पटना से तथा प्रक्षेत्र प्रबंधक, नेशनल सीड्स कारपोरेशन लिमिटेड, प्रभात सिनेमा के पास, अस्पताल रोड, मुजफ्फरपुर-842001 से किसी भी कार्य दिवस में निविदा दस्तावेज के मूल्य अप्रतिदेय उपरोक्तानुसार का भुगतान नकद/बैंक ड्राफ्ट, नेशनल सीड्स कारपोरेशन लिमिटेड, पटना के पक्ष में दिनांक 11/06/2015, दोपहर 1 बजे तक जमा कर प्राप्त कर सकते हैं | निविदा आमंत्रण सूचना वेबसाइट www.indiaseeds.com से भी प्राप्त की जा सकती है |
- निविदा दस्तावेज के साथ उपरोक्त धरोहर राशि किसी भी राष्ट्रीयकृत बैंक द्वारा नेशनल सीड्स कारपोरेशन लिमिटेड, पटना के पक्ष में जारी किये गए डिमांड ड्राफ्ट के रूप में संलग्न करनी होगी
- निविदायें दिनांक 11/06/2015 अपराहन 2 बजे तक क्षेत्रीय प्रबंधक, नेशनल सीड्स कारपोरेशन लिमिटेड, शेखपुरा, राजाबाजार, पटना-800014 से प्राप्त की जाएगी और उसी दिन 3 बजे अपराहन निविदाकार या उनके प्रतिनिधि जो उपस्थित होने के इच्छुक हों, के समक्ष खोली जाएगी |
- निविदा के निबंधन एवं शर्तें, निर्देश, विनिर्देश अथवा समापन अनुसूची में परिवर्तन स्वीकार नहीं होगा।
- किसी भी निविदा /सभी निविदाएं विना कोई कारण बतायें स्वीकृत/निरस्त करने का अधिकार निगम के पास सुरक्षित है एवं निगम द्वारा लिया गया निर्णय निविदाकार पर अंतिम एवं बाध्य होगा |

(आर के राम)
क्षेत्रीय प्रबंधक

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/ 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 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 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.

DESCRIPCENCIES 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 CONTRAC

- 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 (refer page no. -----)
 - (b) Contractor's labor regulations (refer page no. -----)
 - (c) List of act and omissions for which fines can be imposed (refer page no.-----).

Memorandum

- AS PER NOTICE

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

A sum of Rs ----- is hereby forwarded in the shape of cash/DD as earnest money.

The tender be accepted in whole or in part, I/We hereby agree (1) to abide by and fulfill all

the terms & provisions of the said conditions annexed here to and all the terms and provision contained in the notice inviting tender so far as applicable, and or in default thereof to forfeit and pay to the Corporation or their successors, the sum of money mentioned in the said conditions.

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

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

Dated.....

Signature of Contractor

Postal Address

.....
.....
.....

Witness:-

Address.....

Occupation.....

Witness:-.....

Address:-.....

Occupation.....

GENERAL RULES AND GUIDANCE FOR INVITING TENDER

1. The tender are being invited by Regional Office, National Seeds Corporation Ltd., Sheikhpura, Raja Bajar, Patna.
2. The contractor should read the specifications carefully before submitting tender (if the tender has been downloaded from the website 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 shape of DD drawn on any nationalized bank payable in favour of National Seeds Corporation Limited, Patna. Tenders without EMD will be liable for rejection.
4. A. The Tenderer will be required to furnish income tax return for last two year and registration No. of SST/CST/VAT, ESI and PF before the work is allotted to him.
b. 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 required document.

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

NSC Shall also recover labor cess @ 1% from each RA bill and shall deposit with the labour 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 Labour Board as & when established in the state.

5. Sales tax, purchase tax, service tax, work contract tax, VAT or any other tax applicable on material in respect of the 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 same will be taken as correct and not the amount 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 next line.
8. Time allowed for carrying out the work will be as mentioned in tender advertisement.
9. Tender shall be received upto 11/06/2015 upto 2 PM and will be opened at 3 PM on the same day at National Seeds Corporation Ltd., Regional Office, Sheikhpura, Raja Bajar, Patna-800014 in presence of tenderer or his/her representative who wish to attend the same
10. Properly filled up rate quoted in the prescribed performa should be in separate envelope by marking it as financial bid and other documents with EMD should be submitted in another envelope by marking it as Technical Bid. Further both aforementioned envelopes should placed inside a single bigger envelope at the time of the tender.
11. 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.

- 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 Certificate of financial soundness issued by the bankers with the complete address be submitted along with the tender.
- 15 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.
- 16 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.
- 17 Water & Electricity for work of what so ever purpose related to the work will be arranged by the contractor. Where ever the same is provided by the Department consumption charges shall be borne by the contractor @ 1.5 % of the work value.
- 18 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.
- 19 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.
- 20 The rates shall be inclusive up to all heights, materials, labours, tools & plants and taxes etc. as per site condition.
- 21 The payments will be released on submission of bill of work done valuing not less than of Rs.35,00,000/-.
- 22 The memorandum of work tendered for and the schedule of materials to be supplied by the NSC and their issue rates, shall be filled in and completed in the office of the RM, NSC, Bangalore before the tender form is issued. If form is issued to an intending tender without having been so filled in and complete, he shall request the officer to have this done before he completes and delivers his tender.
- 23 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.
- 24 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.
- 25 The contractor shall give a list of NSC employees related to him.
- 26 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.
- 27 The site shown in the layout plan shall be cleared of all obstructions, loose stone, materials, rubbish of all kind. All holes or hollows whether originally existing or produced during clearance shall be carefully filled up with earth, well rammed, leveled off, as directed.
- 28 The successful tenderer shall deposit performance Bank guarantee/DD @ 5 % of accepted value of work within 15 days of letter issued in this regard.
- 29 The performance guarantee shall be refunded to the contractor soon after the completion of work and recording of the completion certificate.
- 30 The security deposit shall be dubitable @ 5 % from the bills and 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 fortnight as and when brought to the notice in writing or telephonically.
- 32 The contractor's responsibility for this contract shall commence from the date of issue of order of acceptance of tender.
- 33 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.
- 34 The contractor shall maintain and produce all records when called for, related to relevant Acts concerning labour engaged and construction.
- 35 'No' negotiation is envisaged even with a lowest party except under exceptional situations
- 36 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.

FORMAT 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 where as 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 _____.

1	Name of work:- Earth filling and bricks solling work from house of Sh. Sudama Manjhi. 170 feet road				
	Total estimated cost Rs. 1,11,400.00				
Item no.	Description	Qty.	Unit	Rate	Amount
1	Earth work filling in road embankment earth carriage by mechanical means due to village portion including consolidation with road roller 8-10 tonnes.	235.91	cum		
2	Providing designation 100-A one brick on edge solling jointed filled with local sand.	157.99	sqm		
3	Carriage cost of materials 1. Bricks-8919 nos.	8919	nos.		
	Local sand	4.8	cum		
	Less 10 % OP 10/110				
4	Add different cost of materials				
i)	Bricks-8919	8919 nos.	1000 nos.		
ii)	Add cost of sign board & colour photo of the work.	one job			
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Name of work:- Earth filling and bricks solling work from house of Suresh Manjhi to Sh. Prabhu Prasad. 240 feet road at Kherimall village

Total estimated cost Rs. 1,71,200.00

Item no.	Description	Qty.	Unit	Rate	Amount
1	Earth work filling in road embankment earth carriage by mechanical means due to village portion including consolidation with road roller 8-10 tonnes.	333.05	cum		
2	Providing designation 100-A one brick on edge solling jointed fitted with local sand.	223.04	sqm		
3	Carriage cost of materials 1. Bricks-8919 nos.	12591	per thousand nos.		
	Local sand	6.79	cum		
4	Add different cost of materials				
i)	Bricks-12591	12591	per thousand nos.		
ii)	Add cost of sign board & colour photograph of the work.	one job			

3	Name of work:- Earth filling and bricks solling work up to house of Manjhi 270 feet road work .				
	Total estimated cost Rs. 1,78,500.00				
Item no.	Description	Qty.	Unit	Rate	Amount
1	Earth work filling in road embankment earth carriage by mechanical means due to village portion including consolidation with road roller 8-10 tonnes.	389.97	cum		
2	Providing designation 100-A one brick on edge solling jointed fitted with local sand.	251	sqm		
3	Carriage cost of materials 1. Bricks-8919 nos.	14165	per thousand nos.		
	Local sand	7.63	cum		
4	Add different cost of materials				
i)	Bricks-12591	14165	per thousand nos.		
ii)	Add cost of sign board & colour photograph of the work.	one job			

4	Name of work:- Earth filling and bricks solling work from Primary School to Rajesh Manjhi house at Khairmal village 1080 feet road work .				
	Total estimated cost Rs. 7,29,317.35				
Item no.	Description	Qty.	Unit	Rate	Amount
1	Earth work filling in road embankment earth carriage by mechanical means due to village portion including consolidation with road roller 8-10 tonnes.	1682	cum		
2	Providing designation 100-A one brick on edge solling jointed fitted with local sand.	1003.72	sqm		
3	Carriage cost of materials				
	1. Bricks-8919 nos.	56661	per thousand nos.		
	Local sand	30.54	cum		
4	Add different cost of materials				
i)	Bricks-12591	56661	per thousand nos.		
ii)	Add cost of sign board & colour photograph of the work.	one job			

5	Name of work:- .Earth filling and bricks solling work 1360 feet road work .				
	Total estimated cost Rs. 7,29,317.35				
Item no.	Description	Qty.	Unit	Rate	Amount
1	Earth work filling in road embankment earth carriage by mechanical means due to village portion including consolidation with road roller 8-10 tonnes.	1848.77	cum		
2	Providing designation 100-A one brick on edge solling jointed fitted with local sand.	1263.94	sqm		
3	Carriage cost of materials				
	1. Bricks-8919 nos.	71351	per thousand nos.		
	Local sand	38.46	cum		
4	Add different cost of materials				
i)	Bricks-12591	71351	per thousand nos.		
ii)	Add cost of sign board & colour photograph of the work.	one job			
				1	

Check list for technical evaluation of Tender

1. Certificate of registration of the firm in appropriate class
2. Authorization for signing if it is limited company or partnership firm
3. An affidavit of ownership if proprietary firm/sole trader
4. Income tax return for current and previous two years with PAN
5. Name addresses of the bank
6. Account No.
7. IFC Code
8. Copy of registration applicable for
 - i. SST/CST/VAT TIN
 - ii. EPF
 - iii. ESI
 - iv. Labour License
 - v. Service Tax
9. Performance work done certificate of department regarding quality and timely completion.
10. Work done certificate for the last two years Rs. In lakhs
11. If representative participating, letter of authorization to participate in tender
12. Affidavit certificate that not black listed and no arbitration case pending in this office
13. NSIC certificate with proper validity of time and item
14. Other documents if any in support of tender
15. Each and every pages of tender document should be signed with stamp
16. Address
 - Contact No.
 - E mail ID

