

FOOD CORPORATION OF INDIA

CIVIL ENGINEERING DIVISION
REGIONAL OFFICE: HYDERABAD



ISO 9001: 2000 CERTIFIED

TENDER DOCUMENT

TECHNICAL BID

UNDER TWO BID SYSTEM

NAME OF WORK:

Providing CC roads opp G.No.1 at FSD
Kazipet for the year 2009-10

THE FOOD CORPORATION OF INDIA
ENGINEERING DIVISION
HYDERABAD

CHECK LIST

1. The contractor /Firms should sign in the percentage rate tender form i.e. **CE-6D TENDER FORM** with witness and be signed in all pages of the tender document before submitting tenders.
2. The **organization chart, work experience,** and the **format of description of plant and equipment** etc., (available with the contractor/firms) to be duly filled –up and signed while submitting the tenders.
3. The **tender percentage above or below** as well as the tendered amount in figures and words should be **filled up in CE-6D TENDER FORM** without fail by the tenderer.

Contractor

Asst.Genl.Manager(Engg)

**FOOD CORPORATION OF INDIA
ENGINEERING DIVISION
HYDERABAD**

- NAME OF WORK** : **Providing CC roads opp. G.No.1 at FSD Kazipet for the year 2009-10**
- PLACE OF WORK** : **FSD Kazipet**
- ESTIMATED COST PUT TO TENDER** : **Rs. 4,13,465/-**
- EARNEST MONEY DEPOSIT** : **Rs. 8,270/-**
- PERFORMANCE GUARANTEE** : **5% of the tendered and accepted value of work**
- SECURITY DEPOSIT** : **5% of the tendered value of work put to tender without any limit in addition to the performance Guarantee.**
- TIME FOR COMPLETION** : **60(Sixty) Days**
- a) Name of contractor to whom issued :
- b) Date of application for issues of tender by contractor :
- c) Date of receipt of application in Divisional Office :
- d) Date of issue of tender documents :
- e) Date of receipt of tender documents. : **17.2.2010**

Contractor

Asst. General Manager(Engg)

I N D E X

	Page Numbers.
1. Notice Inviting Tenders (CE-5)	- 1 to 6
2. Percentage Rate Tender and contract work(CE-6D)	7 to 8
3. Tender organization charts	9 to 10
4. Delivery of tender	11 to 13
5. Conditions of Contract	to
6. Additional conditions and specifications	14 to 17
7. Blank Agreement form	to
8. Blank Form Indenture for secured Advance	to
9. Drawings	-- Nos
10. Fly. Leaves	-- Nos

This Index documents containing 1(one) to 17(seventee) pages has been issued to

M/s/Shri _____

On Receipt of DDNo. _____ **Dated** _____

For Rs _____

Contractor

Assistant General Manager (Engg)

<u>Details of Earnest Money Deposit</u>
--

**THE FOOD CORPORATION OF INDIA
ENGINEERING DIVISION-II
REGIONAL OFFICE:: HYDERABAD-4**

Lr.No.Engg/ Dn.II/Hyd/ T.N/2009-10

Dated: 3.2.2010

TENDER NOTICE

Sealed "Percentage/item Rate" (Two bid system) tenders are invited on behalf of Food Corporation of India for the following work from the appropriate class of approved building Contractors of CPWD, State P.W.D's, MES, Railways, P&T and Public Sector undertakings of the Central Government and State Government who have satisfactorily completed during the past five years at least 3 works of **Rs.3.00 lakhs** each in any of the organization listed in the NIT for registration for Sl.No. 1,2,4 & 5 Rs.1.00 lakh for Sl.No.3,6&7. The intending tenderers are also required to submit the bank solvency certificate from any Nationalized/Scheduled Bank for monetary limit of Rs.10.00 lakh for Sl.No.1,2,4&5 Rs.3.00 lakhs for Sl.No.3 &7.

Sl. No.	Name of work	Estimated cost put to tender	Earnest Money	Time of completion	Cost of tender document
1	Special Repairs to internal roads at BSG Jammikunta for the year 2009-10	12,89,318	25,790	60 days	575
2.	Urgent repairs to internal roads at FSD Dichpally for the year 2009-10	6,73,450	13,470	-do-	575
3.	Providing CC roads opp G.No.1 at FSD Kazipet for the year 209-10	4,13,465	8,270	-do-	575
4.	ARMO works at BSG Nalgonda for the year 2009-10 S.H:- Repairs to internal roads between Main gate and 1&6 west gable	5,28,253	10,570	-do-	575
5.	ARMO works at BSG Cherlapally for the year 2009-10 S.H:- Urgent repairs to roads	5,65,998	11,300	-do-	575
6.	ARMO works at FSD Sanathnagar for the year 2009-10 S.H:- Post-Monsoon repairs	2,74,924	5,500	-do-	575
7.	ARMO works at BSG Cherlapally for the year 2009-10 S.H:- Supply of PSC sleepers	--	9,840	-do-	575

The tender schedule can be downloaded from the website and tenderer has to submit the copies of the documents such as registration certificate, work experience certificate, solvency certificates, Vat registration certificate, IT pan No. etc., and duly filled the Organization chart and plants and equipments (copy of ownership may be enclosed). Along with the Technical bid. The tenderers also shall submit DD in favour of FCI towards the cost of tender schedule besides the EMD in separate DDs along with the technical bid

Tenderer shall submit the duly filled tenders in sealed cover super scribing the name of work containing in separate sealed covers for price bid and technical bid.

The tender documents can be seen/ downloaded from website <http://tenders.gov.in> and <http://www.fcisz.tn.nic.in> from 6.2.2010 to upto 4.00P.M on 15.2.2010. Tenderers may also get tender documents issued on production of cost of tender in the form of DD, from the office of AGM(CE), Food Corporation of India, Regional Office, HACA Bhavan, Public Garden Road, Hyderabad- 500 004

Completed tenders will be received by the Asst.Genl.Manager (CE), FCI, Regional Office, Hyderabad- 4 upto 2.30 P.M on **17.2.2010** and Technical bid only will be opened on the same day at 3.00 p.m. in the presence of tenderers or their authorized representatives.

**ASST.GENL.MANAGER (CE)
FOR & ON BEHALF OF FOOD CORPORATION OF INDIA**

FOOD CORPORATION OF INDIA
NOTICE INVITING TENDERS

1. Sealed Percentage rate tenders are invited on behalf of the Food Corporation of India for **Providing CC roads opp. G.No.1 at FSD Kazipet for the year 2009-10**

Estimated Cost of Rs:- **4,13,465/-**

2. Contract documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work to be done and set of conditions of contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be purchased at the Office of the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad between the hours 11 A.M. and 4 P.M. every day except on Sunday and Public Holidays up to **15.2.2010**

2A. The site for the work is available.

3. Tenders, which should always be placed in sealed covers, with the name of the work written on the envelopes will be received by the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad up to 2.30 P.M. on **17.2.2010** and will be opened in his office on the same day at 3.00 P.M.

4. Tenders are to be on the prescribed form, which can be obtained from the Office of the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad on payment of a sum of **Rs.575/-** in the form of Demand Draft of a Scheduled Bank issued in favor of Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad. The time allowed for carrying out the work will be **60(Sixty) days** from the fourteenth day after the date of written orders to commence work.

Contractor

1

Asst. General Manager(Engg)

5. The contractors should quote in figures as well as in words the rates and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

6. When a contractor signs a tender in an Indian Language, the Percentage above or below and the tendered amount and / or the total amount tendered should also be written in the same language. In the case of illiterate contractors, a witness should attest the rate or the amount tendered.

6a. In case of percentage rate tender, the contractor(s) are required to quote their rates both in amount as well as percentage below/above the rates entered in the schedule, in such cases in the event of arithmetical error committed in the working out of the amount by the contractor, the tender percentage and not the amount should be taken into account.

7. Receipt of application will be stopped two days before the date fixed for opening of the tenders. Issue of tender form will be stopped three days before the date fixed for the opening of tenders.

8. Earnest money amounting to **Rs. 8,270/-** by Demand Draft of a Scheduled Bank guaranteed by the Reserve Bank of India except United Industrial Bank Limited and Bhawanipur branch of Dena Bank, Kolkata in favour of Food Corporation of India must accompany each tender is to be in a sealed cover superscribed tender for **Providing CC roads opp G.No.1 at FSD Kazipet for the year 2009-10** and addressed to the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad.

9.(a) The successful tenderer has to deposit an amount equal to @ 5% of the tendered and accepted value of the work (without any limit) as performance guarantee in the form of:-

i) Demand draft /Bankers check in case of guarantee amount is less than Rs.10,000/- (Rupees Ten thousand only).

Contractor

2

Asst. General Manager(Engg)

ii) Deposit of Call Receipt / Banker's Cheque / Demand draft / Pay Order of Scheduled Bank in case the guarantee amount is above Rs.10,000/- (Rupees Ten thousand only) and upto Rs.1 lac (Rupees One lakh).

iii) Fixed Deposit receipt in the name of Food Corporation of India, Hyderabad

If the guarantee amount is more than Rs. 1 lac (Rupees One lakh).

The time allowed for submission of the performance guarantee by the contractor shall be decided by the NIT approving authority for a period ranging from 4 to 15 days of issue of the letter of acceptance, depending upon the magnitude and / or urgency of the work. This period can be further extended, if required, by the Engineer-in-charge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 to 22 days from the date of issue of letter of acceptance.

Performance guarantee amount shall be deposited before issue of formal work order for commencement of the work.

“ If the tenderer whose tender considered for acceptance fails to furnish the prescribed Performance Guarantee within prescribed period, the EMD will be absolutely forfeited by the Food Corporation of India”

9 (b) The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as under:

@ 5% of the tendered, value of contract put to tender without limit. The security deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited at the time of tender will be treated as part of Security Deposit. The Security Deposit will be in addition to the performance Guarantee.

10. The acceptance of a tender, will rest with the competent authority who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject entire or any part of the tender received, without assigning any reasons. All tenders in which any of the prescribed conditions not fulfilled, or are incomplete in any respect are liable to be rejected.

10(a) Tenders containing any condition leading to unknown / indefinite liabilities are liable to be summarily rejected.

If at all any rebate(s) is/are to be offered the tenderer shall first quote his rate strictly on the terms and conditions stipulated in the tender document and then show separately then rebate(s) offered specifying the conditions for such rebate(s). Failure to follow this procedure will render the tender liable to summarily rejection.

10(b) The Corporation is at its liberty to reject summarily any such tender submitted by the tenderer who has been black listed / whose contract has been prematurely terminated / rescinded / EMD / SD has been forfeited etc.

11. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

12. All rates shall be quoted only on the proper form of the tender.

13. Item rate Tender containing percentage below/above will be summarily rejected.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-Charge.

15. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the work 'Rs' should be written before the figures of rupees and word 'P' after decimal figures e.g. 'Rs.2.15P', and in case of words; the word 'Rupees' should precede and word 'Paise' should be written at the end. Unless the rate is whole rupees and followed by the word 'only' it should invariably be up to two decimal places.

16. The Food Corporation of India does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender and the tenderer shall be bound to perform the same at the rates quoted.

17. Sales Tax or any other tax on material in respect of this contract shall be payable by the contractor and the Corporation will not entertain any claim whatsoever in this respect.

18. **Clause deleted.**

19. No. Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as afore-said, before submission of the tender or engagement in the contractor's service.

20. Tenders for works shall remain open for acceptance for a period of forty five (45) days from the date of opening of tenders. The Corporation shall have the option to extend the validity of the tender for a further period of 45 (forty five) days. Should the tenderer fail to keep the tender open for acceptance as stated above, or if the tenderer withdraws his tender before the expiry of said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation without prejudice to any other right or remedy, be at liberty to forfeit the earnest money.

21. The tender for the work shall not be witnessed by a contractor or contractor(s) who himself / themselves has / have tendered or who may and has/have for the same work. Failure to observe this condition will render tenders of the contractors tendering, as well witnessing the tender, liable to summary rejection.

22. While quoting the rates in the schedule of quantities the word 'only' should be written closely following the amount and it should not be written in the next line.

23. The contractor shall submit list of works with value which were executed by him so far and which are in hand at present.

Contractor

5

Asst. General Manager(Engg)

24. The Contractor should give full and correct address along with the tender, further if there is any change of address during currency of the contract, the same should be intimated to the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad immediately, otherwise Food Corporation of India is not responsible for wrong delivery or delay of the notice etc., served with regard to the above work.

Contractor

6

Signature of Assistant General Manager (Engg)
For and on behalf of the Food Corporation of India.

FOOD CORPORATION OF INDIA

STATE: Andhra Pradesh
ZONE: South

A.P. Region
Works Division

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

General Rules & Direction for the Guidance of Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public place signed by the Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tender and the percentage at which the security deposit shall be deducted from the bills of the successful tender. Copies of the specifications, designs and drawings and schedule of quantities and of rates of the various description of works and any other documents required in connection with the work signed for the purpose of identification by the **Assistant General Manager (Engg), Food Corporation of India** shall also be open for Inspection by the contractor at the office of the **Assistant General Manager (Engg), Food Corporation of India, Regional Office, Hyderabad**, during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each other partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney to be produced with the tender, and it must disclose, that the firm is duly registered under the India Partnership Act.
3. Receipts for payments made on account of a work, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of firm by one of the partners, or by some other person having authorizations to give actual receipts for the firm.

Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the estimated rates specified in Rule, I he is willing to undertake the work. Only one rate of percentage more or less over the estimated rates / schedule rates shall be named. Tenders which propose any alteration in the work, specified in the said form of initiation to tender, or in the time allowed carrying out the work or which any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender of each. Tenders shall have the name and number of the work to which they, refer, written outside the envelopes.

4A. the rate(s) and / or amount(s) must be quoted in decimal coinage.

5. The Assistant General Manager (Engg), Food Corporation of India or his duly authorized assistant will open tender in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall be given to the contractor who shall there up to, for the purpose of identifications, sign copies of the specifications and the other document mentioned in Rule, 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Food Corporation of India shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Food Corporation of India Regional Office, Hyderabad and the contractor shall be responsible for seeing that he procures a receipt signed by the **Assistant General Manager (Engg), Food Corporation of India**, Regional Office, Hyderabad or a duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled in and completed in the office of **Assistant General Manager (Engg), Food Corporation of India**, before the tender form is issued. If a form issued to an intending tender without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

Contractor

8

Asst. General Manager(Engg)

The tenderers shall furnish below complete details of major building construction work executed by him during the last 5(five) years. Xerox copies of documents to be enclosed.

Sl. No.	Description of work	Name of Client	Year of work	Value of work	Period of Completion.

THE FOOD CORPORATION OF INDIA

The tenderer shall list below key men giving short resume of their experience together with estimated peak and average labour force that he proposes to employ on this contract.

Designation of key personnel	Name and short resume of experience.

LABOUR FORCE:

Estimated peak Force :

Estimated Average Force :

THE FOOD CORPORATION OF INDIA

The tenderer shall furnish below complete description of all the plant and equipment he proposes to use for execution of this contract.

Sl.No.	Description of Plant and Equipment	No.

DELIVERY OF TENDER

- 1) The TECHNICAL BID and PRICE BID shall be submitted in separate sealed envelopes being clearly superscribed as TECHNICAL BID and PRICE BID. Both these envelope containing the Technical bid and price bid will finally be put in double sealed envelopes, the inner envelope being superscribed as Tender No. _____ date _____ for the work mentioned above.
- 2) The tenderer shall submit the tender in two separate sealed covers duly complete in all respects viz. one for technical bid and other for price bid (duly superscribed) and putting both the bids in one double sealed cover for the said covers.
- 3) Both the technical and price bid shall be submitted simultaneously, as stated above.
- 4) The name of work and words TECHNICAL BID only and PRICE BID ONLY as the case may be clearly written on top of respective (cover) envelope.
- 5) Technical bid shall be accompanied by earnest money of Rs. _____ (Rupees _____ only) by demand draft or pay order of any Scheduled Bank in favour of Food Corporation of India, Hyderabad and separate DD for Rs. _____ towards cost of tender schedule o tender documents are down loaded from web site.
- 6) All credentials, documents and copies of certificate/information called for would be submitted as per tender paper with the Technical Bid.
- 7) The technical bid only shall be opened first, on the due date and time specified in the presence of the tenderer or their authorized representative who will remain present. The price bid of only those tenderer shall be opened whose technical bid are found to be acceptable. The time and date of opening of price bid shall be fixed and intimated to them.
- 8) Scrutiny of the technical bid shall be done by Asst.General Manager(Engg) concerned, in consultation with Departmental Committee. Necessary clarification required by the Corporation shall be furnished by the tenderer within the time given by the Corporation for the same.
- 9) No additions or alterations are allowed after the submission of technical bid/ price bid and if attend by the tenderer his E.M.D will be forfeited.

10) **OPENING OF TENDERS:**

The tenders will be opened in the office of the Asst. General Manager(Engg) Food Corporation of India, Regional Office, HACA Bhavan, Hyderabad- 500 004, at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an 'Authorized' representative at the time of opening of tenders.

11) **CORRUPT PRACTICES:**

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any Officer or servant of the Corporation shall (in addition to any criminal liability which the tenderer may incur) debar his tender, from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to be rejected.

12) **INTERVIEWS AND ACCEPTANCE OF TENDER:**

The tenderers should be prepared to proceed to Hyderabad at their own expenses and without any obligations, if called upon to do so, for interview with the Asst. General Manager(Engg), for an on behalf of the Food Corporation of India. FCI reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be advised of the acceptance of his tender by a "Letter/Telegram or formal Acceptance Tender" where the acceptance is communicated by telegram, the formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the telegram must be acted upon immediately.

13) The parties reselling before validity period shall be blacklisted and in case of parties not submitting the documents for verification, the Earnest Money shall also be forfeited besides blacklisting them.

14) a) Contractor shall at the time of submission of tender declare whether they are Sole Proprietary concern or registered partnership firm or private limited company or a public limited company incorporated in India or a Hindu undivided firm. The composition of the partnership, names of Directors of Companies and name of the Karta of Hindu undivided family shall also be indicated. The Contractors shall also nominate a person in whose hands the active management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of Attorney from the contractors in respect of the contract and whose acts shall be binding on the contractors.

b) The Contractors shall not, during the currency of the contract, make without the prior approval of the Corporation any change in the constitution of the firm. The Contractors shall notify to the Corporation the death/resignation of any of their partner/Directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contractor.

Appendix `A`

**THE FOOD CORPORATION OF INDIA
ENGINEERING DIVISION
REGIONAL OFFICE:: HYDERABAD -4**

Drawing, specifications for works, General rules Directions for Guidance of Contractors, conditions of contract, safety code. Contractors labour regulations and additional conditions and specifications, organization chart, Blank Agreement form, Blank Indenture for secured advance could be seen in the office of the **Asst.General Manager(Engg), Food Corporation of India, Regional Office, Hyderabad- 500 004** during working hours.

Contractor

Asst. General Manager(Engg)

12. (ii). If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

13. (iii). If the altered, additional or substituted work include any work for which no rate is specified in the contract for the work, or cannot be derived from similar class of work in the contract, then such work shall be carried out at the rates entered in CPWD Delhi schedule of rate **DSR 2007** for civil works minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

Contractor

14

Asst. General Manager(Engg)

Schedule showing approximate materials to be supplied by the Food Corporation of India under Clause 10 of the conditions of contract for work contracted to be executed and the rates at which they are to be charged for.

Particulars	Approximate Quantity	Rates at which the material will be charged to the contractor	Place of Delivery

NOTE: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

Sign.of Contractor

15

**Signature of the Assistant General Manager (Engg)
For and on behalf of the Food Corporation of India**

**THE FOOD CORPORATION OF INDIA
PROFORMA FOR AGREEMENT FORM**

THIS AGREEMENT made this _____ day of _____
Two thousand _____ between the Food Corporation of India, established under the Food Corporation Act, 1964 having its Head Office at No. 16-20 Barakhamba Lane, New Delhi - 110 001, and its Regional Office at HACA Bhavan, III Floor, Public Garden Road, Hyderabad-500 004 (which expression shall mean and include its successor or successors in office and assigns) acting through the Assistant General Manager (Engg), Food Corporation of India, Regional Office, HACA Bhavan, Hyderabad – 500 004 hereinafter called "The Corporation" "on the one part M/s and Shri.....hereinafter called the "Contractor" (which expression shall mean and include their heirs executors and administrators and assigns) of the other part.

WHEREAS the Corporation being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, Drawings and other documents consisting of the "Tender and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this context contract and are included in the terms "CONTRACT" wherever herein used.

AND WHEREAS The Corporation accepted to the tender ofContractor..... for the provision and the execution of the said work at the rates stated in the Schedule of quantities work (hereinafter called the "Schedule of rates ") upon the terms and subject to the condition of contract.

NOW THIS " AGREEMENT WITNESSETH & IT IS HEREBY agreed and declared as follows:

1. In consideration of the payments to be made to the Contractor for the works to be executed by him, the Contractor does hereby convenient with and Corporation that the contractor shall and will dully provide, execute, and complete the said work on or before the dates mentioned in the conditions attached to the tender documents and shall maintain the same at his own cost for a period of six months thereafter, perform all other acts and things in the contract mentioned or described or which are to be implied there form or any be reasonably necessary, for the completion at the said works and in the manner and subject to the terms and conditions or stipulation mentioned to the contract.
2. In consideration of the due provision, execution and completion of the said works the Corporation does hereby, agree with the contractor that the Corporation will pay to the contractor the respective amount for the work actually done by him at the "Schedule of Rates " as contained in the appended schedule and such other sums as may become payable the contractor under the provisions of the Contract, such payments to be made at such time and in such manner as provided for in this agreement.
3. The contractor has furnished a sum of Rs..... as Earnest Money and agrees that the balance Security Deposit amounting to Rs.....shall be recovered from the bills payable to the contractor from time to time the whole of the Security Deposit of Rs..... stipulated in the memorandum of the. Tender and clause of the Conditions of the Contract is recovered."

Contractor

16

Asst.General Manager(Engg)

4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Corporation the sum 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 towards loss, damage to the Corporation's equipment materials plant and machinery, liquidated damages, if any, as set forth in the said conditions of contract such payments to be made at such time and in such manner as is provided in the contract.

In WITNESS THEREOF, the parties have executed these presents in duplicate the date and the year first above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

AT

IN THE PRESENCE OF

CONTRACTOR

WITNESS 1

2

SIGNED AND DELIVERED FOR AND ON BEHALF
OF THE FOOD CORPORATION OF INDIA

ASST GENL MANAGER (ENGG)

IN THE PRESENCE OF

WITNESS 1

2

Contractor

Asst. Genl. Manager(Engg)

BLANK