



National Seeds Corporation Limited
 (A Government of India Undertaking)
 Regional Office – 17-11, Tukaram Gate
 North Lalaguda, SECUNDERABAD-500017 (TS)
 Telephone No : 040-27731152 /27730635
 Email: rm.secunderabad@indiaseeds.com

E-tenders For Custom processing, packing and storage of JUTE SEED

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: 09.02.2018 UP TO
 2.00 PM. ON NSC e-Portal**

OPENING OF TENDER

: 09.02.2018 AT 2.30 P.M

TECHNICAL BID

COST OF TENDER FORM

**: Rs. 1000/- (Rs. One thousand Only)
 to be paid online only**



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Online e-tenders are invited from the reputed and experienced Custom Processors / Contractors for processing, packing and storage of about **18000 Qtls of Jute seed**. The processing plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on **31st March 2019**.

S No	Crop	Session	Location and Qty (Qtls)
1	JUTE	2017-18	Kurnool – 3600 Nandyal - 7200 Guntur (Ongole) - 3000

NOTICE INVITING E-TENDER

Particulars	Details
Date of issue of NIT	02.02.2018
Tender Document Download Start Date/time	02.02.2018 at 10.00AM
Tender Document Download End Date/time	09.02.2018 at 02.00 PM
Last Date and time for submission of online bid	At 2.00 PM on 09.02.2018
Date and time of opening of Technical Bid in Online mode at NSC, Secunderabad	At 2.30 PM on 09-02-2018
Tender Fee(To be deposited online/offline)	Rs.1000(One Thousand Only)
EMD (To be deposited online/offline(DD))	Rs.25000/-(Twenty Five Thousand Only)
Address for Communication	Regional Manager National Seeds Corporation Ltd, Secunderabad
Contact Person (with Phone No & E-Mail)	M.V. Sudhakar, Regional Manager, Mob No. 9989930872, E Mail – rm.secunderabad@indiaseeds.com

Tender document may be seen on www.indiaseeds.com & <https://indiaseeds.eproc.in>

In case Tender Fee and EMD deposited off line as Demand Draft in favor National Seeds Corporation Limited Payable at Secunderabad DD must be submitted physically . Tender not accompanied with requisite amount of EMD & Tender fee and not submitted as per instructions contained in the tender document are liable for the rejection.

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) to participate in e- tendering of NSC Ltd.

Regional Manager

SECTION - I

INSTRUCTIONS TO TENDERER

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>.

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i) 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) to participate in e- tendering of NSCL.
- ii) 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 of DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- iii) All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- iv) The amendments/ clarifications to the tender, if any, will be posted on the NSCL eTendering Portal (<https://indiaseeds.eproc.in>).
- v) To participate in bidding, bidders have to pay Rs. 1000/- (non-refundable) towards cost of tender Document and EMD (refundable) as per the amount mentioned in the tender document through online/offline in the form of demand draft in favour of National Seeds Corporation Limited or online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- vi) To participate in bidding, bidders have also to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).
- vii) Both ‘EMD’ and ‘Tender Document Cost’ are mentioned in NIT as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are registered with NSIC under single point registration scheme for the quoted stores are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof along with request letter.
- x) For helpdesk please contact E-Tendering Cell and Help Desk Support.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted following the instructions appearing on the screen/NIT.

- ii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) 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.
- (ii) 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.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

4. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through online process.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date. The price bid shall be opened for only technically qualified bidders. The date of opening of price bid will be informed online.

- 5. ADVICE FOR TENDERERS:** The tenderers are advised in their own interest to carefully read the tender document and understand their purport and unless the tender specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender document and submit the tender accordingly.

- 6. SUBMISSION OF OFFER:** - Offer must be submitted on-line. The prescribed tender form

is provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets wherever detailed description is necessary. **Only that party should tender who accepts all the terms and conditions because conditional tender may be treated as void.**

7. FORMAT AND SIGNING OF TENDER: - (a) **Tenderers** are required to submit their e- tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

8. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall attach technical specifications of quoted item, Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of Part ‘B’ of tender document , requisite EMD, profile of the company as per Annexure-B of Section-III Part ‘B’ along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

9. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

10. **DEADLINE FOR SUBMISSION OF TENDERS:** - Tender must be received by the purchaser not later than time and date specified in the invitation for tender .In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

11. **LATE TENDER:** - After deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will not be entertained.

12. **OPENING OF TENDER:** - The purchaser/Corporation will open tenders online. The “**Technical & Commercial bids**” shall be **opened on the date of opening tender** and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer’s qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid** will **be informed separately**.

13. **CLARIFICATION OF BIDS:-** To assist in the examination ,evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

23. AWARD CRITERIA: - Purchaser/Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender , provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional office: Secunderabad

Section- II

National Seeds Corporation Limited, Secunderabad is interested to get the processing of Jute seed which are produced in this region on custom basis for a period of one year (from 01.02.2018 to 31.03.2019). The online e- tenders are invited from the reputed and experienced Custom Processors/ Contractors, who have got processing facility such as godown, seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Spiral separator, Seed Treater, Destoner, Elevator, Flight belt Conveyor, Storage Bin, Weigher Bagger, Sealer, Moisture Meter, bag closer, electric supply etc. and trained and professional man-power for operation and management of seed processing plant in both Kharif and Rabi Seasons. The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on 31st March 2018.

(1) Quantum of seeds for processing :

* It is expected that the sizeable quantity of fresh stock may be available in Kharif season. The quantity can vary depending upon the season and vagaries of nature. NSC will first utilize its own capacity then quantity will be spared to Custom Processors, so quantity for processing cannot be assured.

The NSC does not take guarantee to provide the quantum if availability is affected by natural factors/ any other decision of the management.

(II) Custom Processing work has to be got done at the following locations:

- i) Kurnool
- ii) Nandyal
- iii) Guntur
- iv) Ongole

The quantity at each plant will vary from season to season and year to year. The location of the Seed Processing Plant should be around production area convenient for transportation of raw seed to N.S.C seed growers. N S C may allot in case of more quantity and rate difference the quantity at Seed Processing Plant to more than one custom processor in one district/location.

Period of Contract :

This contract will be for a period of one year and if mutually agreed it can be extended for further one year at the same rates and same terms and conditions.

(2) **Eligibility as a Custom Processor/ Contractor :**

- i. The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on 31st March 2018.
- ii. The Custom Processor/ Contractor should be experienced in carrying out custom processing and packing of Jute seeds.
- iii. The Custom Processor/ Contractor should have seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Seed Treater, Spiral separator, Destoner, Elevator, Flight belt Conveyor, Storage Bin, Weigher Bagger, Sealer, Moisture Meter, bag closer etc. in good condition and having capacity Two to four tons per hour so as to complete the processing of above quantum of seed. The make of the machinery must be from the reputed companies.
- iv. The Custom Processor/ Contractor should be able to complete the processing of seeds in both seasons within time limit given as availability of seeds timely for marketing is a crucial parameter for the Custom Processor/ Contractor and NATIONAL SEEDS CORPORATION LTD.

- v. The Custom Processor/ Contractor should have sufficient trained and professional man-power at the plant. The staff has to be available and if required for running the plant in three shifts, additional qualified and experienced staff will have to be engaged by the Custom Processor/ Contractor if there is need to complete the processing and packing.
- vi. The Custom Processor/ Contractor should be able to run the plant by engaging labours/ handling labours and professional staff with the minimum pay and allowance as applicable as per Government rules and regulations and various Acts and provision of Laws. It will be the responsibility of the Custom Processor/ Contractor to produce all the records to the Government authority like Factories Inspector, labours Inspector, Statistical Department, Pollution Control Office, Shops and Establishment Office, Weights and Measures Office etc. There shall be no liability of the Corporation on this account.
- vii. The Custom Processor/ Contractor should have registration with Assistant Commissioner of Labours for engaging labours and handling labours more than 40 numbers and also registration from Shop and Establishment Office.
- viii. The Custom Processor/ Contractor should have CPF registration from Commissioner of CPF Office.
- ix. The Custom Processor / Contractor should have GST Registration, Professional Tax registration and PAN card.
- x. Seed Processing Plant should be approved by the Inspector of Factories and Seed Certification Agency for running the plant. Building, civil structure and electrification should be safe and should have stability certificate and approved from Govt. Electrical Inspector. All civil structures and electrical installations and machinery should be insured against fire, theft and natural calamity.
 - The premises of seed processing plant should have either compound wall or atleast barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant and stock.
- xi. Sufficient availability of water for fire hydrant system and drinking purpose should be available at the plant with either from source of water like well, dam, reservoir, SIDC, Corporation or Nagar Parishad.
- xii. Required number of labours male and female and additional labours should be made available for processing work.
- xiii. The Custom processor/ contractor should run plant in two or three shifts as per the processing load allotted by NATIONAL SEEDS CORPORATION LTD to complete the processing within time limit given by National Seeds Corporation Ltd. In case of load shedding/ continuous power failure the custom processor / contractor should run the plant by using DG set either owned or hired so that processing should be completed within time limit given by NATIONAL SEEDS CORPORATION LTD . National Seeds Corporation Ltd will not provide DG set, diesel, oil etc. neither NATIONAL SEEDS CORPORATION LTD will bear any extra expenditure.
- xviii. Seed certification charges will be paid directly by NATIONAL SEEDS CORPORATION LTD to the Seed Certification Agency. However, shift charges due to low output/shift in the plant charged by SCA will have to be paid by Custom Processors, sitting arrangement having separate office for NATIONAL SEEDS CORPORATION LTD Officers and Seed Certification Agency Officers has to be made by the Custom Processor/ Contractor.
- xix. Sufficient space for sitting and waiting for seed growers and if required for night halt has to be made by the Custom Processor/ Contractor.

- xx. Rest house for SCA staff for night shifts should be provided by custom processor/ contractor.
- xxi. Sufficient drinking water facility, toilet, bathroom etc should be provided by custom processor/ contractor.
- xxii. Office attendant to SCA and National Seeds Corporation Ltd officers should be provided by custom processor/ contractor.
- xxiii. Separate cupboard with lock and key arrangement should be provided for SCA and National Seeds Corporation Ltd to keep record, tags etc during the period of processing by custom processor/ contractor.
- xxiii. All the staff, labours and handling labours have to be engaged by the Custom Processor/ Contractor.
- xxiv. Any injury caused to handling labour, casual labour, National Seeds Corporation Ltd or SSCA staff while working at custom processor/ contractor plant for which compensation is to be paid will be the sole responsibility of the custom processor/contractor for the same.
- xxv. The Custom Processor/ Contractor has to raise the bill monthly and payment will be made by NATIONAL SEEDS CORPORATION LTD at the approved rates within 15 days from the date of receipt of bill to Regional Manager office with clear certificate from the Concerned Area Manager, NATIONAL SEEDS CORPORATION.
- xxvi. The quality of the seed has to be maintained in the storage as well as quality of seeds at the time of processing has to be maintained well as per the directives of NATIONAL SEEDS CORPORATION LTD officers posted at the plant. NATIONAL SEEDS CORPORATION LTD technical staff will direct to operate processing machinery to get quality seed. All the standard procedures of Seed Certification has to be followed while processing.
- xxvii. No excessive shortages should occur in the seed lots of seed growers due to careless handling, leakages and overages, sweeping and cleaning and bad storages and if occurred the Custom Processor/ Contractor will be responsible and amount will be recovered from the Custom Processor/ Contractor for such wastage, excessive shortages in seed stock as well as in processing materials. There should be no shortage in Rabi seeds in processing Rabi season. The increased weight due to moisture should be given to concerned seed growers. In case of theft and fire of seed stock and processing materials or any other material from godown/ premises of Custom Processor/ Contractor, it will be the responsibility of the Custom Processor/ Contractor and cost of such stock/material will be recovered from Custom Processor/ Contractor at selling rates of seed stock and material.
- xxvii. Custom Processor/Contractor will insure the stock and material against fire, theft, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC. In case of any loss to National Seeds Corporation Ltd, SSCA materials and seed stock at custom processor/ contractor premises then the cost of the same will be recovered at selling rate decided by National Seeds Corporation Ltd. .
- xxviii. No security or watch and ward charges will be provided by NATIONAL SEEDS CORPORATION LTD and sufficient Security/ watch and ward has to be provided by the Custom Processor/ Contractor.
- xxix. Custom Processor/ Contractor or his authorized representative should always be present in the plant to attend to the problems of seed growers, labours, handling labours, Seed Certification Agency and NATIONAL SEEDS CORPORATION LTD.

- xxx. In case of delay in processing, the penalty @ Rs. 75/- per quintal per day will be charged to the Custom Processor/ Contractor for a period of fifteen days and thereafter seed stock will be moved from the plant and it will be processed either at NATIONAL SEEDS CORPORATION LTD own plant or at other plant and full amount of processing expenditures and transport and handling expenses incurred will be recovered in advance.
- xxxii. For maintaining the seed stock in good condition, the fumigation, spraying and dusting, cleanliness, sweep age will to be carried out by Custom processor. All the material to be processed, will be supplied by NATIONAL SEEDS CORPORATION LTD. NATIONAL SEEDS CORPORATION LTD will seal all the godowns and plant buildings of Custom Processors to ensure safety and security of NATIONAL SEEDS CORPORATION LTD stock and material. In no case Custom Processor will deliver the stock or material to any other party or seed grower on his own. Else it will be the responsibility of custom processor.
- xxxiii. All the records at Seed Processing Plant like raw seed receipt register, Seed Processing, QC control register, Seed certification register, Germination register etc. will be maintained by NATIONAL SEEDS CORPORATION LTD staff and it will be checked and signed by NATIONAL SEEDS CORPORATION LTD officers. All the raw seed receipts and low grade, failed seed gate pass will be issued by NATIONAL SEEDS CORPORATION LTD staff to the seed growers, dealers and NATIONAL SEEDS CORPORATION LTD units. The Custom Processor/ Contractor will have to assist in maintaining records. All records will be in the custody of NATIONAL SEEDS CORPORATION LTD staff.
- xxxiv. Limited staff like Plant / Shift Incharge may be provided by NATIONAL SEEDS CORPORATION LTD for supervising and running the seed processing plant in three shifts. It will be the responsibility of Custom Processor/ Contractor to provide sufficient staff, labours and handling labours to run the plant and to maintain the records and management and operation of plant. The intimation letters to seed growers will be given by NATIONAL SEEDS CORPORATION LTD on NATIONAL SEEDS CORPORATION LTD own expenditure.
- xxxv. The Custom Processor/ Contractor should keep good liaison with seed growers, NATIONAL SEEDS CORPORATION LTD officers and Seed Certification officers and all concerned Government Officers.
- xxxvi. If any dispute arises out of the contract will be settled mutually and Arbitrator will be the Chairman Cum Managing Director, National Seeds Corporation Limited, New Delhi, whose decision will be binding on both the parties i.e. NATIONAL SEEDS CORPORATION LTD and Custom Processor/ Contractor.
- xxxvii. All the payments of processing contract will be released by the concerned Regional Manager's office as under by Demand Draft / Online and Demand Draft commission is to be borne by the Custom Processor/ Contractor.

Payment terms:

The first 75% of the payment will be released for graded quantity on monthly basis. Balance 25% payment will be released after completion of the processing work and handing over the left over quantity of certification and packing material in good condition to concerned Area/Regional Office.

It will be responsibility of custom processor to return all processing materials with its account to NSC and Certification materials to SCA with its accounts. Also all records like Control Register, tagging register, tag account register, Gate pass and Release orders etc. should be handed over to NSC and SCA. Only after obtaining receipt/NOC from Plant Incharge, the above 25% payment will be released. All low grade, empty gunny bags, rejected seed and failed seed should be returned

to the seed growers.

- TDS @2% as applicable of the bill amount will be deducted from each bill.

Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract/tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

- I. All above payments will be on FINAL GOOD SEED BASIS.**
- II. The payment will be released on monthly basis for the activities done in that particular month to the Custom PROCESSOR through RTGS by Regional Office after getting certificate from concerned Area Manager.**

Section- III

General terms and conditions :

1. It is the responsibility of the Custom Processor/ Contractor to arrange Generator Set in case electric power supply is off , delay in processing on account of power off will not be accepted. Therefore, Custom Processor/ Contractor has to arrange Generator Set either on rent or his own for running the plant.
2. The Custom Processor/ Contractor will seal all the doors and shutters of the plant in presence of NATIONAL SEEDS CORPORATION LTD officers and whenever NATIONAL SEEDS CORPORATION LTD officers are not present or the plant is required to operate except where the NATIONAL SEEDS CORPORATION LTD stock is not stored that can be opened by the Custom Processor/ Contractor. In case of theft of NATIONAL SEEDS CORPORATION LTD stock or delivering seed or any material without knowledge or written order to any other party, entire responsibility will be of custom processor and losses will be fully recoverable from custom processor.
3. The Custom Processor/ Contractor shall not accept as well as deliver/ dispatch any seed stock from other private or public and Government Seed Company unless permitted in writing after completion of entire processing of NATIONAL SEEDS CORPORATION LTD seed. The Custom Processor/ Contractor has to give first preference of processing of NATIONAL SEEDS CORPORATION LTD seed stock. In case, it is found that the Custom Processor/ Contractor is processing other Company seeds, then suitable penalty will be charged and contract may be terminated.
4. The successful Custom Processor/ Contractor has to deposit **Rs. 50,000/-** (Rupees fifty thousand only) as a Security Deposit with NATIONAL SEEDS CORPORATION LTD on awarding the contract. Earnest Money Deposit **Rs. 25,000/-** (Rupees Twenty five thousand only) is to be paid through **online mode/offline** , in favor of National Seeds Corporation Limited Payble at Secunderabad. else tender will be rejected.
5. All the Court matter will be dealt with New Delhi Court irrespective of location of Seed Processing Plant and irrespective of the dispute arising at location.
6. If it is observed that there is a admixture of good seed, failed seed and low grade or varietal admixture in the good seed intentionally done by the Custom Processor/ Contractor, then the compensation has to be paid by the Custom Processor/ Contractor as all the stock is stored and processed in the Custom Processor/ Contractor's plant.
7. NATIONAL SEEDS CORPORATION LTD reserves the right to terminate the contract of processing at any time with one month's notice to the Custom Processor/ Contractor.

3) Custom Processing Charges :

The Custom Processor/ Contractor has to quote the processing rates on per quintal basis.**The processing charges are to be quoted on good seed basis for complete processing.**

Important

* The TDS will be deducted from each bill @ 2 % of billed amount.

Instructions for custom processor:

Custom processor should have his own registered processing plant, processing facilities, godown facilities and technical manpower. Complete details of processing plant, processing facilities, godown facilities and technical manpower should be provided by custom processor. NATIONAL SEEDS CORPORATION LTD will depute only one representative to look after quality of seed.

Processing rates:

The processing rates will include the following activities;

1. Unloading of raw seed/carry over seed.:-
 - a) Writing grower's name, receipt number, lot number etc on each and every gunny bags. Required ink, color will have to be provided by Custom processor/ Contractor.
 - b) Drawing sample from each and every bag while unloading. Custom processor/ Contractor will have to use his own sampler.
 - c) Checking moisture content of lot. Custom processor/ Contractor will have to use his own moisture meter.
 - d) Bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor.
 - e) Stitching of torn gunny bag . Only Jute twine will be provided by National Seeds Corporation Ltd. If National Seeds Corporation Ltd representative desires to change the more torn gunny bag the same have to be changed by new gunny bag provided by National Seeds Corporation Ltd.
 - f) Custom processor/ Contractor will have to unload raw seed / carry over seed at any godown at which raw seed/ carry over seed is to be stored for processing on particular plant.
 - g) Writing and maintenance of all records as per directives of National Seeds Corporation Ltd representative.
2. Sorting of passed and failed lots in QCL test.
3. Processing of raw seed i.e. lot wise grading of raw seed on air screen seed cleaner, gravity separator, spiral separator seed treatment (slurry or dry). If National Seeds Corporation Ltd desires to put treatment materials like thirum inside the good seed bags then the packets of the same will have to be prepared by Custom processor/ Contractor. No separate charge will be given for the same. Empty packets will be provided by National Seeds Corporation Ltd for packing, Weighing of good seed and low grade, Stitching of good seed bags either with tags and labels or without tags and labels. Stitching of lowgrade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bag, Bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to STL/QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor. Writing and maintenance of all records i.e. control register, grading/shift register, tagging register, history register, and any record as per directives of National Seeds Corporation Ltd representative and SCA.
4. Sorting of passed, failed and result awaited lots.
5. Bagging and Tagging of passed lots.

6. MRP and other matter printing on good seed bags as desired by National Seeds Corpn Ltd
7. Dispatches of released seed lots for marketing.
8. Returning of failed lots and low grade, empty gunny bags to seed growers
9. Delivery of failed seed / low grade to successful tenderer called by National Seeds Corporation Ltd.
10. It will be a responsibility of custom processor to process seed to achieve maximum quality with optimum recovery %.
11. There should not be excess/shortage while processing as well as while storage. If shortages is excessive or intentional then the same will be recovered from custom processor.
12. It will be a responsibility of custom processor to satisfy seed growers by intimating them about processing, by giving proper attention to them. Behavior with NATIONAL SEEDS CORPORATION LTD seed grower should be courteous and polite.
13. If SSCA or National Seeds Corporation Ltd representative find that grading is not done satisfactory then such quantity is to be again graded and no additional charge will be given to custom processor.
14. Entire electrical bills will be paid by custom processor.
15. In case of delay in processing penalty @ Rs 75/- per Qtl per day will be charged to the custom processor for a period of 15 days and there after seed stocks will be moved from the plant and will be processed either at NSC own plant or at other plant and full amount of processing expenditure, transportation, handling etc will be recovered from the defaulter.
16. **Default & Risk Clause:**
 - (a) Should the Custom processor in any manner or other-wise fail to perform the job order or should it fail to complete the order in time according to the specifications or should it have winding up the order made against it or make or enter in to any arrangements or composition with its creditor or suspend payments (or being a company should enter in to liquidation either compulsory or voluntary) the Corporation shall have power under the hand of Regional Manager to declare the contract at the end at the risk and cost of the custom processor in every way. In such case custom processor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation may be put incur or sustain by reason of, or in connection with custom processor default.
 - (b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, it may take up the work in such a manner as it deems appropriate custom processing similar to these so terminated and the custom processor shall be liable to the Corporation for any excess cost for such similar works provided that the custom processor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
17. **Force majeure:-**
 - 17.1 Notwithstanding the provisions of Clause 15 & 16, the custom processor shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.
 - 17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the custom processor and not involving the custom processor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 17.3 If a Force Majeure situation arises, the custom processor shall promptly notify the Corporation in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the corporation in writing, the custom processor shall

- continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. All expenditure required for office and tea to AO etc will have to be borne by Custom processor.
 19. All taxes, levies etc are to be borne by custom processor.
 20. Entire certification charges will be paid by NATIONAL SEEDS CORPORATION LTD
 21. Responsibility of National Seeds Corporation Ltd is to provide all processing materials required for packing of good seed. All other miscellaneous processing materials like ink, colour, printing facilities, rubber stamps, stencils etc will have to be provided by custom processor.
 22. Accounts of all seed, processing materials and seed certification materials will have to be kept by custom processor. Any loss to the same will be recovered from custom processor.

The rate of **fresh processing** will be for one time activity. The rate of **Revalidation work** should also be quoted for one time activity. If National Seeds Corporation Ltd desires for regrading of fresh as well as revalidated stock then the custom processor will have to do the same. The rate and conditions for the regrading will remain same.

Storage of seed

1. It will be a responsibility of custom processor to store raw seed, good seed, marketable seed as well as low grade and empty gunny bags of seed grower in proper and good condition.
2. It will be the responsibility of custom processor to keep seed without infestation. The chemicals, equipments and covers etc required to keep seed free from infestation will have to be available with custom processor.
3. Any loss to seed in storage or in transit after receipt i.e. due to infestation, rodents, theft, fire, rains, hail storm, strikes, accidents or by any reason will have to be borne by Custom processor.
4. The raw seed will be stored in NSC or NSC hired godown. If it is to be stored in Custom processor / Contract godown it will be in the custody of NSC representative.
5. Custom Processor/ Contractor cannot be Custom Producer of NSC.

The tenderers are requested to submit the tender only by online mode on NSC e-procurement website <http://indiaseeds.eproc.in> contain details mentioned in Section-IV and should not contain rate schedule for custom processing.

Financial bid should contain rates schedule filled with the rates in Words and Figures as mentioned in Section V. The rates for all the operations as mentioned in Section- V must be quoted.

Section- IV**1. The Custom Processor/ Contractor has to provide the following documents in**

Name of the Seed Processing Plant with complete address, contact no. & E-mail address	Registration No: of plant with State Seeds Certification Agency of the state.	Factory license No: (from Deputy Director, Health and Safety as a Seed Processing Plant.)	Area of godowns (In Sq Feet)with plan and elevation (Drawing certified by professional Engineer/ Architect)

(A copy has to be attached)**2. . Assistant Commissioner of Labour and relevant Board**

License No (Assistant Commissioner)	CPF Registration No. (From CPF Commissioner of the State)

(Copy Attached)

3. Seed Processing Work Experience:

Year	Crop	Processed Qty (In Qtls.)	Seed Processed for the company

4. Registration :

GST No.	Professional Tax Registration No.

5.Income tax Details::

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

6. Name of the seed processing plant machinery available and installed.

S.N.	Name of Machine	Make and Model	Capacity Mt/hour	No.of machines	Remark
1.	Air Screen Seed Cleaner				
2.	Sp.Gravity Separator				
3.	Flight belt conveyer				
4	V.B.Elevator				
5	Spiral Separator				
6	Seed T reater				
7	Destoner				
8	Moisture Meter				
9	bag closer				
10	Weigher Bagger				
11	Storage Bin				
12	Weighing balances 300 kg. capacity.				

Note : For any machine available other than above machines may be written in above format.

7.List of professional man-power available with the Custom Processor/ Contractor to carry out the processing at plant with photo identity.

S.N.	Name of Employee	Qualification	Experience

I have read all the terms and conditions mentioned in this tender document and I have also experience of running Seed Processing Plant and understood the processing operations to be carried out at my plants.

* NATIONAL SEEDS CORPORATION LTD technical representative will visit the plant of Custom Processor before opening Price Bid. Hence, information must be factual.

Signature of Processor

Name of Processor (s)

Seal of Processor

Address & Mobile No :

Date

Section- V

Rate schedule for processing operations**Envelope- B : Processing rates at custom processing plants:***** Fresh Grading rates (first grading rate)**

This includes all operations like lifting of stock from the stacks in the godown and weighing the stock, and conveying raw seed to the seed processing machinery and stacking the raw seed lotwise, opening the bags and feeding to elevator and conveyor, weighing of good seed and low grade, failed seed, sampling, bagging, advance tagging, MRP stamping, filling the bags in gunny bags, conveying the bags in the godown and its stacking etc. complete.

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Revalidation: (First grading Rates) :

Destacking lotwise, sorting lotwise, taking out small bags from gunny bags, writing tag Number of Seed Certification Agency, stacking bags, verification of lots and tags in presence of AO SCA and NATIONAL SEEDS CORPORATION LTD's Officers, opening of small bags and bulking, filling gunny bags, stitching gunny bags, carrying filled gunny bags to the seed processing machinery for operation, weighing

of good seed, low grade, sampling, records writing, advance tagging, bulking and refilling of gunny bags with seeds.

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Regrading rates:(of fresh as well as revalidated stock)

This includes all operations like Destacking of gunny bags, carrying to working place, Lotwise sorting, opening of small bags and bulking, filling bags, stitching gunny bags, carrying bags to the seed processing machinery and stacking lotwise, opening bags for feeding to the elevator and conveyor, weighing of good seed and low grade, failed seed, sampling, bagging, advance tagging, MRP stamping, filling bags in gunny bags, carrying gunny bags and its stacking etc. complete

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Table-1

Packing Size 1 Kg to 2 kg	Rates offered per quintal (Rs./qtl.)
	Good Seed Basis
Fresh Grading Seed – 1 Kg	
Fresh Grading Seed – 2 Kg	
Fresh Grading Seed – 3 Kg	

Section- VII**The Custom Processor/ Contractor has to maintain the following records as per the contract Rules and Regulations Act :**

- 1) Register of persons employed form No.IX.
- 2) Employment Card In form no. X be issued to each worker on 1st day of employment.
- 3) Wages cum Muster Roll in form XIV.
- 4) Deduction register in form No. XIV and XVIII
- 5) Over time register in form No. XIX.
- 6) The labour Welfare fund deductions in the month June & Dec.
- 7) Every Custom Processor/ Contractor should issue slips to the workers at least a day prior to the disbursement in form No. XV .
- 8) Signature of thumb impression of every worker on the register of wages cum muster roll be obtained and entries there should be authenticated by the initials of the Custom Processor/ Contractor or his representatives. The authorized representative of the principal employer shall affix his initials against each entries in the following forms :-

“ Certified that the amount shown in column No. has been paid to the workman concerned in my presence”.
- 9) Register of fines information No. XVII.
- 10) Service Certificate be issued to the worker whose service have been terminated in form XI.
- 11) Custom Processor/ Contractor should sent half yearly returns in form No. XX in duplicate to the licensing officer before 31st Jan and 31st July of every year.
- 12) Every Custom Processor/ Contractor should display in abstract of the Act and rule in English and Hindi in such a form as approved by the commissioner of Labour.
- 13) Service Tax payment Register.

All these formalities must be fulfilled by the Custom Processor/ Contractor before raising monthly payment to Regional Manager's Office.
