



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE-LUCKNOW

569/153, Barabirwa, Kanpur Road,

LUCKNOW-226 012

T E N D E R D O C U M E N T

F O R

Job Contract Work on

(Annual Contract Basis) for FY: 2018-2019

at

NSC, Area Office: Bareilly

Price Rs. 590.00

NATIONAL SEEDS CORPORATION LIMITED
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NATIONAL SEEDS CORPORATION LIMITED

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REGIONAL OFFICE-LUCKNOW

569/153, Barabirwa, Kanpur Road, LUCKNOW-226 002

Phone No: 0522-2421832, 2421826, e-mail: nsclko@gmail.com

No: NSC/RO-LKO/HR-Job work/2017-18

Dated: 08.05.2018

TENDER NOTICE

National Seeds Corporation Limited, Regional Office, Lucknow invites e-tender in two bid system from reputed firm for appointment of Job Contract Work like Processing, Packing, Grading, Stacking, loading etc of seeds on annual contract basis for FY 2018-19 for its Area Office located at **Bareilly**.

Tender documents along with terms and conditions can be downloaded from web site www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in. Tender fees is Rs. 590/- including GST (five hundred ninety only) for each unit. The last date of receipt of tenders is **05.06.2018 up to 1.00 P.M.** Tenders will be opened on same day at **3. 00 P.M.** Tenders without tender fees, earnest money will not be entertained. The Corporation reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

(Dr. P.K. Tyagi)

Regional Manager

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDER TAKING)

REGIONAL OFFICE LUCKNOW

TERMS & CONDITIONS

- 1- Tender Document can be downloaded from www.indiaseeds.com, eprocure.gov.in & indiaseeds.eproc.in.
- 2- The quoted rates should be inclusive of all taxes/charges.
- 3- Payment made/credit afforded to the Labour Contractor by NSC from time to time under the contract to be entered in to with the Labour Contractor shall be subject to the deduction of TDS or any other deduction as applicable as per enforced laws & Acts.
- 4- Under any statutory requirement, contractor will be responsible to bear the EPF/ESIC, if any of the labourers provided by him. All the contractors must have independent registration under EPFO/ESIC.
- 5- Participant must check their offer thoroughly before submission of tender & request for change of rates will not be considered in any circumstances after opening of the tenders.
- 6- Participant herein after called 'WORK CONTRACTOR' should quote firm rates/offers made subject to rates, variation are to be passed over.
- 7- **EARNEST MONEY & TENDER FEE:** EMD amount is Rs. **1.00 lacs** (Rupees One Lakh only). Tender fee is **Rs. 590/-** including GST (Rs. Five hundred ninety only). For payment of tender fees & EMD amount please follow instruction of **Section-VII. E-tender website is indiaseeds.eproc.in. MSME, NSIC** firms are exempted for EMD & tender fees, for this proof of registration has to be submitted.
- 8- Participant must be registered under Service Tax Act/GST.
- 9- Participant must have at least 3 years of work experience of the same nature or manpower supply with Government, PSU's, co-operatives, autonomous institutional corporation organisation.
- 10- Self declaration on Rs 100/- stamp paper that participant as Individual/Proprietor/Partner/Director or any person related to participant in any way never been blacklisted from NSCL or any other govt organisation.

- 11- Self declaration that “all the documents submitted by the participant are True & not False”
12. Only those tender shall be accepted strictly who fulfilled the all above terms & conditions. **EMD deposit shall be treated as security deposit at the time of entering into the contract.** NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period provided there are no outstanding dues on any account against the Labour Contractor. In case of unsuccessful tenders EMD will be refunded without any interest.
- 13- The Contractor shall undertake the responsibility for providing adequate labourers and finish the work well in time as desired by the Corporation. The Contractor shall not be eligible for giving sub contract. He will be responsible to make any loss that may be suffered on these accounts by NSC and the same will be recovered/deducted from the bills of labour contractor or from his security deposit. In the event of loss incurred by NSC exceeding the amount of security and the bills which may become payable to the work contractor, the contractor shall be under an obligation to pay that amount on demand within a week’s time.
- 14- NSC does not guarantee the minimum or maximum workload.
- 15- In case of processing, grading, packing and stacking of seeds, NSC shall pay to the labour contractor at the rates approved on finished goods only and not on the unprocessed quantity.
 - (i) In case of indirect packing 50% of payment on the approved rates shall be made after grading and packing of seeds in bulk bags and stacking the same in the processing plant/adjointing seeds stores. Rest 50% payment will be made after final packing.
 - (ii)- In direct packing full payment shall be released.
 - (iii) In case of revalidation work, 100% payment after completion of full revalidation work.
- 16- All the work be attended on ‘To be billed basis’ and the payment will be made by the Regional Office Lucknow after the receipt of bill within a month, All such like bills before submission to the Regional Office are required to get verified from the Area Manager of concerned branch office. Labour contractor is required to submit printed serially machine numbered

bills indicating full details of work done during the month through the Area Manager of the concerned branch office. Only one bill after expiry of month is required to be submitted and no part payment during the month shall be allowed.

- 17- The payment shall be made through RTGS in favour of the contractor on production of the bills and certificates and such payments will be made on the basis of work done on the rates approved by the corporation. Losses/shortages occurring due to the fault of labour provided by the work contractor the cost, therefore at the prevailing sale rates of the corporation shall become recoverable from the labour contractor out of his bills.
- 18- The Labour Contractor shall provide necessary labours immediately on demand given by NSC to the labour contractor even on the telephone or otherwise. In the event of failure of the contractor to provide desired labourers, it will be open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay excess to such labours, the amount paid shall become recoverable from the contractor with whom the agreement has been entered. The payment made to the labourers engaged by NSC the same bill deduct-able from bills of the labour contractor. Labourers engaged by the corporation shall be conclusive evidence of the amount paid and the labour contractor shall undertake not to dispute the correctness and the same shall be deposited either in cash or through recovery-adjustment from the amount at the credit of labour contractor.
- 19- All the formalities regarding statutory payment and condition if any, on behalf of labours provided by the contractor to NSC shall also be the responsibility of contractor. In case of failure the Corporation shall make such like obligatory payment being principal employer on behalf of contractor and be recoverable from him.
- 20- The regular cleaning of wastages outside of the godown at the dust collector needed.
- 21- The contractor is required to maintain full requisite record as per bye-law such as attendance and wages disbursement register in report of labourers provided by the contractor to NSC and the NSC reserve the right to call for such like record for inspection by any of the nominated officer by the RM and labour contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part for work contractor and

contract can be terminated forthwith besides intimating other legalization as is deemed fit by the National Seeds Corporation Ltd.,

- 22- The tender not confirming the prescribed terms & conditions and or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such participant as may be present. The decision about the acceptance of tenders will be taken on the date of opening of the tenders or as soon as thereafter be possible.
- 23- The successful tenders shall be intimated by the letters or other means of communication and the tenders so informed shall be bound from the time of transmission of the such acceptance. Formal acceptance of the tenders will be forwarded to successful participant in due course but it will serve us merely confirmation of the initial intimation and shall not affect the time from which the offers is/are bound by the contractor(s). **The successful tenders is required to enter into on agreement on non judicial stamp paper of Rs. 100/. Cost of stamp paper is borne by labour contractor .**
- 24- The Corporation shall not be bound to accept the lowest tender if Committee feels that rates comes under tender are not reasonable or feasible , any and or all the tenders may be rejected without assigning any reason whatsoever and Regional Manager. NSC, Lucknow reserves the right to reject any or all to accept any or part of the offer made and further he reserves the right to allot specified jobs to different tenders and split the job without assigning any reasons. The decision of the NSC Lucknow in the matter shall be final and binding in all respects and it will not be challengeable by any of the tender.
- 25- The tenders received from black listed labour contractor by NSC or any other Govt. Department shall not be considered.
- 26- The agreement entered into with the labour contractor shall **be valid upto final packing of Kharif**. In case of failure on the part of Labour Contractor to comply with any of the conditions, the Regional Manager, NSC, Lucknow reserves the right to terminate the contract at any time.
- 27- In the event of any difference or dispute arising out or in connection with agreement entered into the labour contractor shall be referred to the jurisdiction of a sole arbitrator to be nominated by the Chairman/Managing Director of the NSC on application being made to him by either of the parties. There shall be no objection to such person being nominated as an arbitrator being in any manner connected with either NSC or the Govt. of

India or any other Govt. undertaking. The arbitrator so appointed shall have the power to decide and determine its own procedure and shall make an award within such time as may be possible in the circumstances of the case.

- 28- NSC also reserves the right to terminate the contract and forfeit the security of the contractor if the performance of the contractor is not found satisfactory.
- 29- The Employee of NSC or members of their family or their relations are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules is liable to be taken.
- 30- Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the NSC 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 tenderer will also take his tender liable for rejection.
- 31- Contract may be renewed for next year on the basis of mutual consent.
32. Negotiation will be done with L1 firm who quoted L1 rates for maximum items.

ITEMS OF WORK REQUIRED TO BE UNDERTAKEN**BY THE LABOUR CONTRACTOR**

1. Loading/Unloading of trucks and trolleys and stacking at the Processing plant/adjoining stores as per instruction from this corporation: NSC seed producers and growers seed. In case of growers raw seeds payment will be at growers cost at NSC approved rates.
 - A) Loading/Unloading with weighment. Weighment sheet must be attached with the bills for passing the bills at Regional Office, Lucknow.
2. **Direct Packing:**
 - i) Lifting of Raw Seed from the Stores situated within the processing plant and adjoining stores to the processing plant machines, grading the stock , treatment of seed as per NSC norms. Writing of Lot Number etc. on packing material and also on tags, labels & stacking of seed in different sizes of bagged after proper weightment of seed bags after putting leaflets, chemical packets wherever necessary and inserting lead seals on each seed bags , stitching of seed bags, stacking lot wise at adjoining stores (Material to be provided by NSC)
 - ii) Weighing and stacking of undersized seed in Gunny bags and stacking thereof.
3. **Indirect Packing:**
 - i) Lifting of raw seed from the stores situated within the processing plant and adjoining stores to the processing plant machines grading the stock, packing and stitching the graded seed after weighment in standard packing as per instructions in Gunny Bags and stacking at the desired place in the processing plant or adjoining stores (Gunny Bags and Sutli to be provided by NSC).
 - ii) Weighing and stacking of undersized seed in Gunny bags and stacking thereof..
4. Segregation of Gunny bags & to make bundles of 50 Nos. separately for serviceable & unserviceable and stacking of these bags / bundles in countable position in the processing plant or adjoining stores. (Sutli to be provided by NSC).

5. Shifting of seed from one godown to another (adjoining), or within godown if required. Full particulars and reasons for shifting may be given. No shifting payable for grading or packing of seeds.
6. Hand picking of seeds: In some of the cases the hand packing being organized by the NSC specially in case of peas, Gram and soyabean etc., rates per qtls is also required to be quoted.
7. Revalidation work: The carry over stock are required to be revalidation by the certification agency. This work includes lot wise sorting of seeds, sampling, stamping, packing and complete revalidation and then its stacking at the desired place as per the instructions of NSC officials.
8. Re-grading packing of carryover stocks: Segregation of lot wise of carryover stocks from stocks. Opening of the seed bags, its grading and treatment of seed if required and packing of seed bags as per NSC norms and stacking of seed bags lot wise at store or plant duly completed in the all respects.

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Technical Bid

1	Tender for Area Office	
2	Name of the Participant	
3	Address	
4	Name of the Proprietor/Partner/Director	
5	Labour license No. of the participant/organization (enclose copy)	
6	EPF & ESIC Registration No. (Copy of registration):	
7	GST/Service Tax Reg. No. (enclose copy)	
8	Income Tax PAN No. (enclose copy)	
9	Bank Details A. Name of Banker & Address B. Account No. C. IFSC CODE	
10	Reference of job work undertaken from (experience Certificate) (a) NSC b) Work experience certificate from the Govt. organization/Semi Government/PSU of similar work (enclose copy)	
11	Self declaration on Rs.100/- stamp paper regarding non blacklisting from NSC or any other govt organization	
12	Self declaration that " all the documents submitted by bidder are True & not false"	

NATIONAL SEEDS CORPORATION LIMITED

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REGIONAL OFFICE LUCKNOW**Financial Bid**

S. No.	Items of work	Rates quoted (Per Quintal) in Rs.
1	Unloading of truck and trolleys & stacking/Loading of Truck/Trolleys. (Item No. 1 of (Section-III))	
2	All Item of work of indicated against item No.2 of Section-III i.e. <u>DIRECT PACKING</u>	
	i For packing sizes up to 2 kg.	
	ii For packing sizes above 2 kg. and up to 5 kg.	
	iii For packing sizes above 5 kg. and up to 10 kg.	
	iv For packing sizes above 10 kg. and up to 20 kg.	
	v For packing sizes above 20 kg. and up to 30 kg	
	vi For packing sizes above 30 kg. and up to 40 kg.	
3	All Item of work of indicated against item No. 3 of Section-III i.e. <u>INDIRECT PACKING</u>	
	i For packing sizes up to 2 kg.	
	ii For packing sizes above 2 kg. and up to 5 kg.	
	iii For packing sizes above 5 kg. and up to 10 kg.	
	iv For packing sizes above 10 kg. and up to 20 kg.	
	v For packing sizes above 20 kg. and up to 30 kg.	
	vi For packing sizes above 30 kg. and up to 40 kg.	
4.	Segregation of seed lots due to rejection, stacking, restacking and revalidation.	

5.	Segregation of gunny bags and making bundles of 50 Gunny bags each for serviceable and unserviceable (Separately in countable position and stacking thereof Item No. 4 of Section-III)	
6.	Weighing and packing of undersize seed in Gunny bags and stacking thereof. (Item No. 2(b) of Section-III)	
7.	Fumigation and spraying of seeds	
8.	Hand Picking (Peas & Other Crops)	
9.	Revalidation of seeds as per items No.9 Section-III	
10.	Re-grading and packing of carryover stocks (Item No.8 Section-III)	
	a)For packing upto 10 Kgs	
	b)For packing above 10 Kgs to 40 Kgs	
	c) For packing above 40 Kgs	
11.	Loading and unloading charges certification and packing material:	
	a) Cloth/HDPE Bag/Chemical Drum/bag /Bundles/bales : 20 Kgs to 50 Kgs b) Cloth/HDPE Bag/Chemical Drum/bag /Bundles/bales : 51 Kgs to 100 Kgs	
12.	Shifting of seed/material	
13.	Domestic transportation within premises (If distance is more than 100 mts), by hand kart.	

AGREEMENT

This agreement is executed at between National Seeds Corporation Ltd. (A Government of India Undertaking), a Company incorporated under the Companies Act – 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi – 110012 (Here in after called NSC which expression shall unless excluded by a repugnant to the context be deemed to include it's successor and assign (s) of the one Part and M/s (herein after called contractor which expression shall unless exclude by or repugnant to the context be deemed to include it's successor and assigns) of the other part.

Where as the NSC had invited Tender on For appointment of Job Contractor and the rates offered by the Tenderer have been agreed to by the NSC Ltd. for the year 2018-19.

NOW THIS AGREEMENT WITNESSED

1. That the terms & conditions spelt out in the tender form as incorporated in Schedule-I attached to this agreement shall form part of the agreement & binding on the parties & their relationship shall be governed the same.
2. All payments payable or claimable under the agreement shall be paid & claimed at Regional Office 569/153 Barigawan, Kanpur Road, Near Hotel Picadilly Lucknow.

IN WITNESS WHEREAS the parties have set their hands on the day month & year mentioned below.

(Signature of the Job Contracter)

Full Address & Contact No.

(Signature of the Regional Manager)

For & behalf of

National Seeds Corporation Ltd.

1. WITNESS :

Area Manager

Signature, Name & Address

2. WITNESS :

Signature, name & address

SECTION -VII

NATIONAL SEEDS CORPORATION LTD. INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request may be sent to kartik.sehgal@c1india.com for more details during NSCL working days, contact no. 07291981137 / 07291981138
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of ₹ 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail (nsclsupport@c1india.com) intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of ₹. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support PH: **0124-4302033/36/37, nsclsupport@c1india.com** .

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

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

V. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.