



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office: Bangalore – 560 024

(CIN NO: U 74899 DL 1963 PLC 003913)

Tender for Labour contract for Processing & Packing for the year 2015-16

Sealed tender are invited for providing the labourers and executing the processing & packing of different kind of seeds on different operation wise at different Area Offices at Karnataka, as mentioned in Annexure A.

ELIGIBILITY CRITERIA

The Labour Contractors, Registered with Labour Department of appropriate Government and having Minimum 20 Labourers under their control and having requisite experience in executing works with Govt. Department. / Semi Government organizations are only eligible.

EARNEST MONEY:

The offer should essentially be accompanied by Earnest Money of **Rs. 25,000/- (Rs. Twenty Five Thousand Only) for one Area Office**, by way of Demand Draft in favour of **"NATIONAL SEEDS CORPORATION LIMITED" payable at Bangalore**. If the tenderer is wishing to quote more than one Area Office, Rs.25000/- for each Area Office is required to be deposited and is refundable / adjustable after the finalization of contract. Demand draft for EMD shall be placed in the envelop super scribed as Technical Bid.

Amount deposited as EMD shall be treated as security 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 once the tender is finalised, without any interest.

SUBMISSION & QUOTATION OF PRICES:

The Tenderers are requested to quote the rates for different work as indicated in Annexure "A" of tender form. The tenderer can quote the rate for one Area Office or more. However the tenderer should quote for all works indicated in the Annexure 'A'. Quoting the rates for part of the work or selected item of work will not be accepted. The sealed tender dully super scribed on the envelope as **'TENDER FOR Labour contract for Processing & Packing for the year 2015-16'** to be received at the office of the Regional Office, National Seeds Corporation Ltd., Bangalore – 24 **up to 3.00PM ON 28.10.2015** and will be opened on same day **at 3.30 PM** in the presence of the tenderers or their authorized representatives. Tenders received after prescribed time and tenders not accompanied by earnest money deposit shall not be considered. The contract will be for a period of one year from the date of commencement of the contract

PROCEDURE FOR SUBMISSION OF TENDER: - The tenderer shall seal the tender in separate inner envelopes, duly super scribing the envelopes as **ENVELOPE NO.1 – TENDER FOR Labour contract for processing &Packing for the year 2015-16–**

Technical Bid envelope shall be in the format as in Annexure B of tender document, EMD along with other documents as detailed below and other document if any in support of offer. All papers should be signed with stamp by the person or persons signing the bid.

- 1) EMD worth Rs. 25,000/- as Demand Draft
- 2) Copy of PAN Card
- 3) Registration of the Firm
- 4) ESI Registration
- 5) PF Registration
- 6) Labour License
- 7) Singed copy of the Terms & Condition of the tender document

Financial Bid envelope shall be enclosed with prices quoted for Area Office wise for different works as per Annexure A of the tender document.

Both the envelopes Technical Bid and Financial Bid together shall be placed in separate sealed envelope addressed to **Regional Manager, National Seeds Corporation Ltd., Bangalore** and super scribing thereon **“TENDER FOR Labour contract for processing & Packing for the year 2015-16”**

TERMS & CONDITIONS

1. 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 or 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 time.
2. The Labour Contractor shall provide necessary labours immediately on demand given by Concerned Area manager 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 deductable 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.
3. NSC does not guarantee the minimum or maximum workload.
4. The rate quoted for different works are for the as per operations as per Annexure 1 only. No alteration of operation mentioned in the Annexure is accepted.

5. Tenderers must check his offer thoroughly before submission & request for change of rates will in no circumstances be considered after opening of the tenders.
6. The bills are to be submitted to the concerned Area Manager for verification. The Labour contractor is required to submit the bills indicating full details of work done during the month through the Area Manager of the concerned Area office.
7. Under any requirement, contractor will be responsible to bear the EPF, ESI etc. if any of the labourers provided by him.
8. Labour contractor must furnish all the ESI and PF related challans & other statutory documents, if any, at the time of submission of the bill.
9. The payment will be made by the Regional Office of NSC, Bangalore after the receipt of bills, Payment will be released on monthly basis for the bills received latest by 10th of following months.
10. The payment shall be made only through NEFT/RTGS to the bank account of the contractor.
11. The 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 Income Tax at source according to the provision of section 194-C of Income Tax and the rules made there under.
12. All the formalities regarding statutory payment and condition if any, on behalf of labours provided by the contractor to NSC shall 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.
13. The regular cleaning of wastages outside of the godown at the dust collector shall be the responsibility of the contractor.
14. 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 be come recoverable from the labour contractor out of his bills.
15. 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 Limited.

16. The tenders 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 tenderers 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.
17. 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 such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderers in due course but it will serve as merely confirmation of the initial intimation and shall not effect the time from which the offers is/are bound by the contractor(s). The successful tenders is required to enter into an agreement on non-judicial stamp paper of Rs. 100/-. Cost of stamp paper is borne by labour contractor.
18. The Regional Manager, NSC, Bangalore, 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 Bangalore in the matter shall be final and binding in all respects and it will not be challengeable by any of the tender.
19. The tenders received from black listed labour contractor by NSC or any other Govt. Department shall not be considered.
20. The agreement entered into with the labour contractor shall be valid for the year 2015-16 and the same can be renewed with the mutual written consent of the parties if need so for another one year only. However, in case of failure on the part of Labour Contractor to comply with any of the conditions, the Regional Manager, NSC, Bangalore reserves the right to terminate the contract at any time.
21. The contract may be discontinued at any time at the discretion of Regional Manager and without assigning any reason.
22. **Arbitration:** 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.
23. 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.

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE: BANGALORE

ANNEXURE-B

TECHNICAL BID

1. Name & Address of the tenderer _____
2. Name of the proprietor/partner _____
3. Registration No of tenderer _____ alongwith copy of registration
4. Income Tax Pan No. - _____
5. ESI Certificate: Yes/No
6. PF Certificate: Yes/No
7. Labour registration Certificate: Yes/No
8. Experience Certificate _____
9. Number, date and amount of Demand Drafts _____ enclosed as EMD

Signature of the tenderer

Date:

Name:

Address & Phone No.

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To
Regional Manager
National Seeds Corporation Ltd
Bangalore