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NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, MARKET YARD, GULTEKADI,
PUNE – 411037

Issuing Office:

From,

M/s. _____

To,

Regional Manager
National Seeds Corporation Limited
681-690, Market Yard, Gultekdi
Pune – 411037

Sir,

With reference to your tender/advertisement -----
dated-----, we hereby agreed with the attached terms and conditions of the
tender. Necessary documents are attached as mentioned in the Technical Bid and our
quoted rates for providing labour for Processing and packing work of seed at the **Seed
Processing Plant (Both Old and New)** of **NSC Ltd. Jalgaon** are mentioned in the
attached format of the Financial Bid.

Yours faithfully,

Date:
Place:

Signature
Name
Complete Address
Phone No.
Fax No.
E-mail
Seal

NATIONAL SEEDS CORPORATION LTD
(A Govt of India Undertaking-Miniratna Company)
Beej Bhavan, Market Yard, Gultekdi
Pune – 411037

TENDER FOR WORK CONTRACT AT NSC JALGAON
(BOTH OLD AND NEW PROCESSING PLANT)

TERMS AND CONDITIONS.

1. The tenderers should thoroughly go through the terms & conditions before submitting their tender.
2. Sealed tender to be submitted in the prescribed format, separately for technical & commercial bid with envelopes super scribed as “**Technical bid**” and “**Commercial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “**Work Contract Tender for NSC JALGAON (BOTH NEW AND OLD PLANT)**”.
3. Tender Form can be purchased from NSC Jalgaon or on the above mentioned address by paying **Rs. 315/- (inclusive of 5%VAT)** in the form of DD drawn in favour of NSC Ltd payable at **Pune/cash** (deposited in **NSC account**) on all working day **from 07.04.2014 to 15.05.2014** upto **1300 hrs.** Tenderer should attach the receipt for purchase of Tender Form along with the Technical Bid. Any Tender Form downloaded from NSC website www.indiaseeds.com should be attached with **DD of Rs. 315/- (Non-refundable)** against cost of Tender Form drawn in favour of **National Seeds Corporation Ltd** payable at **Pune**.
4. Filled Tenders in the sealed envelope will be received at National seeds Corporation Ltd, Plot No 681-690, Beej Bhavan, Market Yard, Gultekdi, Pune – 411037 on **15.05.2013** upto **1330hrs.** **Technical bid** will be opened on the same day at **1430 hrs** and **Financial bid** of only technically qualified tenderers will be opened thereafter.
5. Tenderer should check the documents attached with the tender form as per the attached checklist.
6. Tender received after prescribed time and date shall not be accepted.
7. Tender downloaded from NSC website www.indiaseeds.com should be accompanied with the undertaking given by the tenderer that he/she/they or his/her/their firm has not made any alteration/change in the downloaded term & condition of the tender. If any alteration is found in the term & condition during the process of Tender/during the currency of Contract (if awarded any) will be out rightly cancelled without giving any notice.
8. For confirmation of acceptance of the tender terms and condition, the tenderer is required to sign on all the pages of the tender document and submit the same with the **Technical Bid**.
9. Conditional and incomplete tender may be rejected at the discretion of NSC.

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10. NSC does not guarantee the minimum or maximum work.
11. Tenderers should submit Undertaking duly notarized that he/she/they or his/her/their firm has neither been **BLACK LISTED** by any Government/other agency nor having any relation/co-relation directly or indirectly with the employees of the NSC, its main growers/growers/dealers/distributors/custom processor/any party dealing with seed business.
12. The tenderer must fill in his/her rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges except Service Tax/VAT (if any).
13. Payment made/credit afforded to the work contractor by NSC from time to time under the contract entered into with the contractor, would be subject to the deduction of Income Tax at source according to the provisions of Section 194-c of Income Tax Act and the rules made there under.
14. Tenderer must check his/her offer thoroughly before submission. Requests for enhancement of rates will not be considered after opening of the tenders and the same will be in force throughout the contract period.
15. The tender will be opened on the specified date and time in the presence of such tenderer/their representative as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible.
16. **EARNEST MONEY:**
Tenderers are required to submit **Rs.20,000 (Rupees Twenty thousand only)** as **Earnest Money Deposit** in the form of **DD** drawn in favour of **National Seeds Corporation Ltd** payable at **Pune**. Any tender **without EMD will not be accepted. Upon acceptance of the tender by NSC**, he shall also remit **Rs. 30000/-(Rs. Thirty Thousand Only)** towards **Security Deposit**. The EMD will be converted into Security deposit in respect of successful tenderer. Whenever the Security Deposit falls short of the stipulated amount, the contractor shall make well the deficit, so that the deposit at any point of time remains intact at **Rs. 50000/ (Rs. Fifty Thousand Only)**. NSC reserves the right to forfeit the security deposit (in part or full) in the event of failure of the contractor to comply with the terms of contract. The Security Deposit or such part thereof as has not been forfeited or adjusted will be refunded to the contractor only on expiry of the contract and on satisfactory completion of the work under the agreement and on production of no due certificate issued by the in-charge of the Sub-Unit. NSC shall not be liable to pay any interest on the security amount and the same will be refunded to the contractor only after expiry of the contract period, provided there are no outstanding dues on any account against the contractor. Failure to enter into agreement may lead to forfeiture of the EMD deposited with the tender.

EMD of the unsuccessful bidder will be returned to the respective parties in due course.

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17. The Contractor shall undertake the responsibility for providing adequate labourers and finishing 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 good any loss that may be suffered from accounts/contract or from his security deposit. In the event of loss incurred by NSC exceeding the amount of security and the bills which may be payable or may become payable to the contractor. The contractor shall be under an obligation to pay that amount on demand within a week's time.
18. NSC shall pay to the contractor at the rates approved on finished goods only and not on the unprocessed quantity. However, 50% of payment on the approved rates shall be made after grading, packing of seeds in required size of packing and stacking the same in the processing plant, adjoining seed stores in case indirect packing. Balance 50% payment shall however, be released after completing all processes of final packing. For direct packing full payment shall be released.
19. All the work shall be attended on "To be billed basis" and the payment will be made by the Regional Office of NSC, Pune on receipt of Bill after expiry of the month. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month through the Area Manager of the concerned Sub-unit. Only one bill after expiry of month is required to be submitted and no part payment during the month shall be allowed.
20. Labour Contractor must submit the bill along with the duly self-attested photocopy of EPF & ESI challan for the labour engaged by him for the said work and Service Tax payment deposited with the concerned department for the previous month. On receipt of the bill from the Labour Contractor Area Manager of the concerned sub-unit will verify the bill for the quantum of seed processed during the month and forward the same to Regional Office for payment along with the photocopy of the processing register (duly attested). In the absence of same bill will not be processed.
21. The payment shall be made by crossed A/c payee cheque/transfer/RTGS in favour of Contractor as per procedure for the submitted bills & certificates as mentioned in the preceding Para, as per the rates approved by the Corporation. Excess/shortages occurring due to the fault of labourers provided by the Contractor, the cost thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills.
22. The contractor shall provide necessary labour immediately on demand given by NSC to the contractor even on telephone or otherwise. In the event of failure (the contractor) to provide desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount paid shall become recoverable from the bills/Security Deposit of the Contractor with whom the agreement has been entered. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery/adjustment from the amount at the credit of the contractor.

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23. All the formalities regarding statutory payment (as application) and contribution on account of EPF/ESI (on behalf of the labourers and by the NSC to the labourers) shall also be the sole responsibility of the contractor. In the case of failure, the Corporation shall make such like obligatory payment being principal employer on behalf of Contractor to the authorized concerned and all such like payment are required to be borne/reimbursed by the Contractor without any dispute or deducted from the bills submitted by Contractors from time to time or from the Security Deposit of the Contractor held with the corporation.
24. Service Tax (if any) as applicable from time to time, will be born separately by the Contractor and the NSC Ltd. NSC will not pay the Service Tax liable to be paid by the contractor.
25. The Contractor will comply with the provisions of the labour laws/Acts or any other laws in force in Maharashtra and He will be solely responsible for the commission/omission of the same.
26. The Contractor is required to maintain full requisite records as per by-laws such as attendance and wages disbursement register in respect of labourers provided by the Contractor to NSC. NSC reserves the right to call for such like record for inspection by the nominated officer and 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 of Contractor), the Contract can be terminated forthwith besides initiating other legal actions as deemed fit by the Corporation.
27. The successful tenderers shall be intimated by the letter 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 tenderer in due course, but will serve as merely confirmation of the initial intimation and shall not affect the time from which the offer(s) is/are bound by the contract(s). The successful tenderer is required to enter into an agreement on Non-judicial stamp paper of Rs.500/- as per NIT term & condition. The cost of non-judicial stamp paper of Rs.500/- is required to be borne by the Contractor.
28. The Corporation shall not be bound to accept the lowest tender. Regional Manager, NSC, Pune reserves the right to reject any or all or accept any or part of the offer made and further reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the Regional Manager, NSC, Pune in the matter shall be final and binding in all respects and it cannot be challenged by any tenderers..
29. The agreement entered into with the Contractor shall be **valid up to 31.05.2015** and the same can be renewed with the mutual written consent of the parties. However, in case, if failure on the part of contractor to comply with any of the prescribed terms and conditions, the Regional Manager, NSC, Pune reserves the right to terminate the contract at any time & Security Deposit of the contractor is liable to be forfeited.

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30. In the event any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the chairman of NSC or by any other officer who at the relevant time is occupying the highest office in NSC. It shall be competent for the chairman or such other officer of NSC as aforesaid to act as the sole Arbitrator himself. The Contractor shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course his duties has expressed views on all or any of the matter of dispute or difference. It is agreed between the parties that in the event of the Chairman or the Arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an Arbitrator it shall be lawful for the Chairman NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the Arbitrator and he shall continue the proceeding from the stage at which the same have been left by his predecessor. The venue and the cost of Arbitration shall be at the discretion of the Arbitrator, it is agreed by the parties that the Arbitrator may on the request of the parties and in the interest of justice and proper determination of the dispute extend the time for making award by an order in writing conveyed to the parties. In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered at New Delhi irrespective of the place of performance of the agreement.
31. Tenderer must not have any relation/co-relation directly or indirectly with the employees of the NSC, its main growers/ growers/ dealer/ distributor/custom processor/any party dealing with seed business. Any relation in this regard will lead to cancellation of tender/termination of the contract during the period of contract and Tenderer/Contractor will not have any right to challenge the same.
32. The tenders received from Contractor blacklisted by NSC or any other/ Government Department shall not be considered.
33. The rates will be valid during the entire period of contract. Contract period can be extended for short period depending upon the requirement of work and on mutual consent between both the parties.
34. Failure to provide Labour License within the stipulated period as per the undertaking may lead to stoppage of payment and subsequently may lead to cancellation of tender.
35. Regional Manager reserves the right to accept or reject any/all the tender without assigning any reason.
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TECHNICAL BID

TENDER FORM FOR WORK CONTACT (PROCESSING AND PACKING OF SEEDS) AT NSC JALGAON PROCESSING PLANT

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____
3. Registration No.of firm (under Maharashtra
shops and Establishment Act) _____
4. Service Tax Reg. No.
(Enclose Copy) _____
5. Income Tax, PAN No
(Enclose copy) _____
5. EPF Registration
(Enclose copy) _____
6. ESI Registration
(Enclose copy) _____
7. Affidavit for not being blacklisted/
By any private/govt. organization/relation
Co-relation with NSC employees & other _____
8. Undertaking regarding deposition of Labour
license issued by Labour commissioner office _____
(within two months)
9. Previous experience (if any)
(a) NSC
(b) Govt. experience certificate/
from having Reputed Private firms
9. Number, date and amount of Demand Draft
Enclosed as EMD _____
10. Authorization letter of competent authority to
Sign this Tender document (with valid ID) _____

Date:

Place:

Name & Signature of the tenderer with official stamp

FINANCIAL BID

ADDITIONAL TERMS & CONDITIONS FOR THE JOB CONTRACT TO BE UNDERTAKEN BY THE CONTRACTOR

1. Lifting of raw seed from the stores/plant situated within the premises to the Plant Machine and packed seed from Plant Machine to Stores/Plant store within the premises and stacking thereof;
2. **DIRECT PACKING:** Direct packing include grading/re-grading of stock, treatment of seed as per NSC norms, writing/printing as per MSSCA requirement, on packing material and also on tag/labels, packing of seed in different sizes of bags after proper weighment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead seal, sealing of seed bags cleaning of Plant/Machinery after completing of every lot/crop/variety.
3. **INDIRECT PACKING:** Indirect packing include grading/re-grading of stock, packing and stitching the graded seed after weighment in bulk packing and thereafter re-packing the graded seeds in the small packing after proper weighment, stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead seal, sealing of seed bags and then packing the re-packed small seed bags in the Standard bags as per NSC's instruction, writing/printing on packing materials as per MSSCA requirement and cleaning of Plant & Machinery after completing of grading/packing of every lot/crop/variety.
4. Printing Materials & screen will be provided by the NSC.
5. All certification, packing, printing/writing material to be provided by NSC.
6. Segregation of gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the premises.
7. Weighing & packing of under size seed in gunny bags and stacking thereof in the stores within the premises.
8. Rate quoted should be on graded seed basis as the payment will be made on graded seed basis only.

Sl. No.	Size of packing	Direct Packing	Indirect packing
		Rate to be quoted in rupees per qtl exclusive of Service Tax (as applicable)	
01	Up to 2 kgs		
02	above 2 kg to 5 kgs		
03	above 5 kgs to 10 kgs		
04	above 10 kgs to 20 kgs		
05	above 20 kgs to 30 kgs		
06	above 30 kgs to 40 kgs		
07	above 40 kgs to 80 kgs		
08	Shifting charges on per Quintle basis for raw/graded seed from Godown No. 1 & 2 to the processing plant and vice-versa (one way rate for New Plant Only)		
09	Rate of segregation of seed lots on per quintle basis (in rupees) due to rejection, re-stacking etc.		
10	Rate for providing labour on demand		
11	Rate for putting revalidation stamp on the processed seed bags		
Note: Item no. 1 to 4 also includes the filling work of packed cloth/jute/HDPC bags (filled with seeds) into gunny bag, its stitching and stacking thereof, whenever necessary.			

Place:

Date:

Signature with Seal of Labour Contractor

CHECKLIST FOR THE TENDERER

1. Check that the tender is submitted in two bid system. Separately for Technical and Financial Bid. Both Technical Bid and Financial Bid are then put in one envelop super scribed as **“Work Contract for processing and Packing work at NSC Ltd Jalgaon (both Old and New Plant)”**.
2. Receipt for tender form purchased/DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs. 315/- is attached.
3. Receipt for EMD deposited / DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.20,000/- is attached.
4. Undertaking that his/her firm is neither Blacklisted nor having any relationship as per the clause – 11 of the Term and Condition of NIT.
5. In case Tender Form downloaded from NSC website www.indiaseeds.com , an undertaking regarding non-alteration in the NIT terms and condition to be attached as per clause no. – 7 of NIT term & condition.
6. Tender form is completely filled and not conditional.
7. Ensure that EMD money & documents are attached with Technical Bid only.
8. Service Tax No. (copy attached)
9. Income Tax Return (Form – 16)/ PAN No. (copy attached)
10. Registration of the firm under Shops and Establishment Act (copy attached).
11. Registration No. under EPF (copy attached)
12. Registration No. under ESI (copy attached)
13. Experience if any (copy attached)
14. Tenderer to give undertaking regarding deposition of the Labour license issued by Labour Commissioner office for the said work with in a period of two month on award of the contract.
15. Authority letter (if any) must be signed by the proprietor with the official stamp with verified Photo ID and three specimen signature of the staff so authorized to take part in the tender opening process & so on.

