

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office: UAS Campus, Hebbal.
Bangalore-560024.

TENDER NOTICE

Sealed tenders superscribed “ TENDER FOR APPOINTMENT OF WORK CONTRACTORS” for NSC Processing plant at Bellary/ Hassan/Haveri/Hebbal (Bangalore) are invited on the prescribed tender Form from reputed recognized license holder labour contractors registered with Labour Department Karnataka and having minimum 20 labourers and requisite experience with Government Departments /Semi Government departments for attending to the items of work as indicated in enclosed tender form and terms and conditions. The rates should be mentioned in the enclosed proforma letter of Quotation Annexure “C” so as to be received in the office of the National Seeds Corporation Ltd., Bangalore by 25th June 2010 up to 3.00PM and the same will be opened on the same day at 3.30PM . In the presence of the tenderers or their representatives if any.

No. conditional tenders will be accepted. Regional Manager reserve the right to accept or reject the tenders in part or in whole without assigning any reason thereof. Tenders received after prescribed time and date and tenders not accompanied by earnest money deposit of Rs.10,000/- shall not be considered.

Regional Manager.

NAIONAL SEEDS CORORATION LIMITED
REGIONAL OFFICE: BANGALORE-560024

NO.Admn.2(3)/NSC-BNG/2010-11

Date:4th June 2010

To,

M/s. _____

_____.

**Sub: Tender Documents for Job contactor for the period from
July 2010 to June 2011**

Sir,

The following tender documents are enclosed herewith for the appointment of work contractor for one year from July 2010 to June 2011 for NSC Processing plants at Bellary, Hassan, Haveri and Hebbal,(Bangalore).

- | | |
|----------------------------------|--------------|
| 1. Terms and conditions | Annexure - A |
| 2. Agreement | Annexure - B |
| 3. Proforma letter of quotations | Annexure - C |

Yours faithfully,

(N. Prabhakar)
Asst. Manager(Admn).

‘ TERMS AND CONDITIONS ’

1. The tenders must indicate on the scaled envelop containing tender the name of NSC branch office for which tender is being furnished. Specimen of superscription is “TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. PROCESSING PLANT.”
(PLACE TO BE INDICATED)
2. The tenders must till in their 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.
3. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be 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 and the rules made there under.
4. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will in no circumstances be considered after opening of that tenders.
5. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made subject to rates variation are liable to be passed over.
6. EARNEST MONEY:
Tenderers are required to deposit Rs.10,000/- (Rupees five thousand only) as earnest money with the corporation in the following manners.

By means attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Bangalore in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Amount of EMD deposited shall be treated as security at the time of entering in to 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 contractor. In case of unsuccessful tenderers, EMD will be refunded without any interest within the reasonable time.

7. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is 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 be come payable to the contractor the contractor shall be under on obligation to any that amount on demand within a week's time.
8. NSC does not guarantee the minimum or maximum work load.
9. In case of processing, grading, packing and stacking of seeds, 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 and packing of seeds in 80 Kg bags 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.

10. All the work shall be attended on to be billed basis and the payment will be made by the Area Office, of NSC, after the receipt of bill after expiry of the month. All such like bills are required to be get verified from the Area Manager of concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month through. Only one bill after expiry of month is required to be submitted and no part payment during the month shall be allowed.
11. The payment shall be made by crossed A/C payee cheque in favour of contractor on production of bills and certificates as mentioned in the proceeding para and such payment will be made on the basis of work done on the rates approved by the Corporation Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost there of at the prevailing sale rates of the corporation shall be come recoverable from the contractor put of his bills.
12. The contractor shall provide necessary labour immediately on demand given by NSC to the contractor even on the telephone or otherwise. In the event failure of 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 contractor with whom the agreement has been entered. The payment made to NSC and the same will deductible from the bills of the contractor. 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.
13. All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be responsibility of the contractor. In case of failure, the corporation shall make such like obligatory payment being principal employer on behalf of contractor concerned 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.
14. The contractor is required to maintain full requisite records as per by-laws such as attendance and wages disbursement register in receipt of labourers provided by the contractor to NSC and the Area Manager, NSC, Bangalore has reserved the right to call for such like record for inspection by only the nominated officer by the AM 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 it deemed fit by the National Seeds Corporation Ltd.
15. The tenders not confirming the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified dated and time in the presence of such tender 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. Negotiation can also be made with the only lowest rate quoted tenderer, if required, at the time of finalizing the tender.
16. 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 it will serve as merely confirmation of the initial intimation and shall be 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.100/- as

per specimen enclosed. The cost of Non-judicial stamp paper of rs.100/- is required to be borne by the contractor.

17. The corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Regional Manager, NSC, Bangalore 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 RM, NSC, Bangalore in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.
18. The tenders received from contractor black listed by NSC or any other/ Government Department shall not be considered.
19. Original registered labour licence for minimum 20 labours, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.
20. The cost of tender form is Rs.200/- per set (non refundable) and tender form shall be issued on payment of Rs.200/- by cash only. The sale of tender form shall be closed on 24.06.2010 at 5.00 P.M and no tender can be sold after this date. The tender form shall be available for sale at Regional Office, Bangalore or subunit concerned on all working days from 10-00 to 5-00 PM.
21. The agreement entered in to with the contractor shall be valid upto one year i.e. from July-2010 to June-2011 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 the any of the prescribed terms and conditions the Regional Manager, NSC, Bangalore reserves the right to terminate the contract at any time.
22. In the event of any difference or dispute arising out or in connection with agreement entered in to the contractor shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated, so arbitrator being in any manner connected with either NSC or the Government of or any other Government Undertaking. The arbitrator so appointed shall have the powers 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. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
24. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
25. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed Proforma enclosed.
26. The Employees of NSC or members of their family or their relatives 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.

27. Grading/ processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., 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 under DIRECT PACKING cleaning of Plant/ Machinery after completion of every lot/crop/variety.
(All certification & Packing material to be provided by NSC)
28. Grading/ Processing the stock, means Packing and stitching the graded seed after weighment in standard packing as per NSC's instruction in bags (Gunny bags and sutli/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under INDIRECT PACKING.
29. Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
30. Weighing and Packing of under-size seed in Gunny bags and stacking.

AGREEMENT

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

Whereas the NSC had invited tenders on for appointment of Work Contractor and the rates offered by the tenderer have been agreed to by the NSC Limited.

NOW THIS AGREEMENT WITNESSETH

1. That the terms and conditions as incorporated in the tender form and copy of work order dated attached to this agreement shall form part of the agreement and be binding on the parties and their relationship shall be governed by the same.
2. All the payments payable or claimable under this agreement shall be paid and claimed at RO, Bangalore. Neither of the parties shall be entitled to pay/claim the payment of the amount due at any place other than RO, Bangalore, though the same be paid or accepted at any other place with the mutual consent of the parties in each case or payment.
3. Notwithstanding the place where this agreement is to be implemented, it is mutually understood and agreed by and between the parties hereto that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and the courts of law in Delhi alone shall have the jurisdiction to adjudicate thereon.

In witness whereof the parties have set their hands on the date month and year 20_ _.

Signature of
the Contractor

Signature of the authorized signatory/
Regional Manager for and on behalf of
National Seeds Corporation Ltd., Bangalore

WITNESS

1. Signatures
Name
Address

1. Signatures
Name
Address

2. Signatures
Name
Address

2. Signatures
Name
Add

**TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT
NATIONAL SEEDS CORPORATION LIMITED,
PROCESSING PLANTS/BELLARY/HASSAN/HEBBAL & HAVERI**

Place:

Date:

FROM:

To,
Regional Manager,
National Seeds Corporation Ltd.,
U.A.S Campus, Near Railway Gate,
Bellary Road,
Hebbal, Bangalore-560024

Ref: Your Tender Notice published in “The Hindu” dated..... for appointment of Work Contractor for Seed Processing and Packing at NSC Hebbal (Bangalore), Bellary, Hassan, Haveri

Sir,

We have carefully gone through the terms and conditions prescribed for entering into contract as indicated in schedule-II for appointment of work contractor. My/our low cost and firm rates for different items of work relating to your NSC Processing Plant Bellary/Haveri/Hassan/ Hebbal, (Bangalore) are as under:

I Grading of Seeds and bulk packing

Rate in Rs/ Qty per Qtl

Item of Work	Bellary	Hassan	Haveri	Hebbal/ (Bangalore)
Seed Grading bulk packing and stacking which includes Hamali charges*				
<u>II Packing of Seeds</u>				
41 to 80				
31 to 40				
21 to 30				
11 to 20				
6 to 10				
3 to 5				
1 to 2				

* Seed grading bulk packing and stacking work includes getting cleaned/ raw seed from the stack to the processing machinery/packing center after receiving QCL results treating with Chemical, cloth bag stamping/ Labelling filling the cloth bags, standard weighment of Cloth bags stitching sealing filing ink HDPE/ Gunny bags marking on outer bags/ Stitching of outer packing and stacking in processing plant/ adjacent stores, weighing and packing of under size seed in gunny bags and stacking of gunny bags bundling (50 Nos) empty gunny bags.

II Recleaning of Seed

Recleaning of seed lots includes getting stock to the processing machinery opening of gunny bags/ HDPE bags removing Cloth bags from Gunny bags/ HDPE bags opening of cloth bags, loosening the seed and feeding the seeds to machinery for processing. After cleaning/ grading cleaned/ graded seed to be packed at standard weighment and filling in outer packing and stacking.

Packing size	Rate in Rs/Per Qtl	In words	Bellary	Hassan	Haveri	Hebbal / Bangalore
41 to 80						
31 to 40						
21 to 30						
11 to 20						
6 to 10						
3 to 5						
1 to 2						

* Taking stocks from the stack and spreading on the floor for drying. After drying filling in the bags stitching and stacking at appropriate places.

I/We agree with all the terms and conditions as laid down by your corporation and indicated in of tender documents.

- i. Original labour licence No _____ dated _____ issued by _____ department.
- ii. Demand Draft No. _____ dated _____ for Rs. _____ (Rupees _____ only) towards EMD.

Yours faithfully,

Signature

NAME IN BLOCK LETTERS &
COMPLETE POSTAL ADDRESS

TELEPHONE No (if any)
