

# **NATIONAL SEEDS CORPORATION LIMITED**

*(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)*

**REGIONAL OFFICE: PUNE**

**(CINNO: U74899DL1963GOI003913)**



## **TENDER FOR WORK CONTRACT FOR PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD & LOCAL TRANSPORTATION (within Office Premises & within municipal area) FOR 2022-23.**

**TENDER SHOULD BE SUBMITTED IN ONLINE / OFFLINE ONLY**

<b>DATE/ TIME OF DOWNLAODING THE TENDER</b>	<b>:10.05.2022 / 11.00 Hrs</b>
<b>DATE / TIME OF CLOSING OF TENDER</b>	<b>:19.05.2022 / 14.00 Hrs.</b>
<b>OPENING OF TENDER (TECHNICAL BID)</b>	<b>:19.05.2022 / 15.00 Hrs.</b>
<b>OPENING OF TENDER (FINANCIAL BID)</b>	<b>: After Evaluation of technical Bid</b>
<b>COST OF TENDER FORM (Non-refundable)</b>	<b>: Rs. 1180/- (inclusive of GST 18%)</b>

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National Seeds Corporation Limited  
(A Government of India Undertaking)  
REGIONAL OFFICE: PUNE

**NOTICE INVITING ONLINE / OFFLINE TENDER**

No. 1(Labour Contr.)/HR/NSC-PUNE/2022-23

Dated: 10.05.2022

The tender is called for TENDER FOR WORK CONTRACT FOR PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD & LOCAL TRANSPORTATION (within Office Premises & within municipal area) for the year 2022-23.

<b>Particulars</b>	<b>Details</b>
Name of the tender	Labour Contract / Local Transportation
Date of issue of NIT	10.05.2022
Tender Document Download Start Date/time from website <a href="http://www.indiaseeds.com">www.indiaseeds.com</a> / <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a>	10.05.2022 (11.00 Hrs.)
Tender Document Download End Date/time	19.05.2022 (Till 14.00 Hrs.)
Date and time of opening of Technical Bid and Price Bid via Online/Offline mode at NSC, RO Pune	19.05.2022 at 15.00 Hrs.
Tender Fee	Rs. 1 1 8 0.00 ( inclusive of GST )
EMD (To be deposited online) @ Rs.60,000/- per Area Office.	Rs. 60,000/- (Rupees Sixty Thousands only) (@ 60000/- Per Area office and EMD will multiply by each unit)
	National Seeds Corporation Limited Regional office - Pune, 681-690, Market Yard, Gultekdi. Pune – 411037
Clarification required if any, the Contact Person is I/C HR/Production during working days in working hours.	I/C HR, Production Email: <a href="mailto:admnnscpune@gmail.com">admnnscpune@gmail.com</a> / <a href="mailto:manager.prodn11@gmail.com">manager.prodn11@gmail.com</a> Name / Mobile number; Shri. Ajay Kumar, I/c – HR, 9561084303, (Asstt. (HR) – 7020231126 Shri. S. K. Tomar, I/c - (Production) 8920543419

1. Tender without EMD and cost of tender will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.
3. Any changes in the tender documents will be informed through corrigendum only in e-procurement portal and our website <https://indiaseeds.eproc.in> or [www.indiaseeds.com](http://www.indiaseeds.com).

Regional Manager

# **PART – A**

**SECTION-I**  
**INSTRUCTIONS TO THE TENDERER / 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>.

1) **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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)

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 Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.

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 Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).

The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37, nsclsupport@c1india.com.**

It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

2) **PREPARATION AND SUBMISSION OF APPLICATION**

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.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card. A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

3) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

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. 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 decrypt 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 its e-bid.

4) 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.

5) DISCLAIMER:

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

**PROCEDURE FOR SEALED TENDER**  
**INSTRUCTIONS TO BIDDER – OFFLINE MODE**

**TWO BID SYSTEMS:**

Two separate sealed envelopes should be prepared as per the details given hereunder;

1. **ENVELOPE NO.1 (SEALED)**

This envelope should be addressed to **Regional Manager, NSC, Pune** marked as “**ENVELOPE NO.1—Technical Bid For “Labour Contract / Local Transportation”** and should contain EMD as per essential conditions clause-1 through RTGS / Demand Draft drawn in favour of ‘**National Seeds Corporation Limited**’ payable at ‘**Pune**’ and Technical bid as per format duly filled in and printed on letter head of tenderer. (Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)

2. **ENVELOPE NO.2 (SEALED)**

This envelope should be addressed to **Regional Manager, NSC, Pune** and marked as “**ENVELOPE NO-2 – “Labour Contract & Local Transportation”** and contain the rates as per Financial Bid duly filled in printed on letter head of tenderer. (Tenderer should invariably mention their Name and complete address etc. on left hand side of envelope for clear identification).

3. Both envelopes should be placed in one big sealed envelope superscribing “**TENDER FOR WORK CONTRACT FOR PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD / LOCAL TRANSPORTATION (within Office Premises & within municipal area) FOR 2022-23”**.due for opening on **19.05.2022**”. The sealed tender document, **sealed with red lac**, should be delivered in the office of the **Regional Manager, National Seeds Corporation Ltd., Gultekdi, Markety Yard, Pune -411 037**. Tenderer must affix seal with **red lac** and write address on each envelope.

# PART –B

**Essential Conditions for Processing, Packing, Shifting & Local Transposition On Annual  
Contract Basis for the year 2022-23**

The National Seeds Corporation Ltd. Pune (hereinafter called the consignor) invites Tender for the work contract for Online and Offline tender for the work contract for Processing, packing and shifting of seeds at Jalagaon, Amravati and Aurangabad & Local transportation (within Office Premises & within municipal area) for the year 2022-23.

Tenders are invited under two bid systems 1) Technical Bid 2) Financial Bid from a reputed and experienced firms or organizations.

1. Tender form can be downloaded from [www.indiaseeds.com](http://www.indiaseeds.com) or can be purchased from Regional Office, NSC, Pune and Area Offices of NSC as mentioned above coming under Regional Office, NSC, Pune by paying **Rs. 1180/- (inclusive of 18% GST)** in favour of **National Seeds Corporation Ltd** payable at **Pune or transfer to NSC SBI Account No. 32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune. In case tender document downloaded from website, the Tender fee must be transferred online and receipt of fee must be enclosed with the tender/or DD of 1180/- must be enclosed with tender.**
2. The terms & conditions of the tender may be seen at Annexure-A.
3. The tenderers are clearly advised to go through the terms & conditions carefully before filling the tenders. National seeds Corporation Ltd, Pune, will not be responsible for any mistakes / error committed by the tenderers in filling of the tenders.
4. The tenderers are required to deposit the fixed amount of EMD Rs. 60,000/- (Rupees Sixty Thousands Only) per unit each through **Demand Draft/RTGS** drawn in favour **National Seeds Corporation Ltd.** Payable at **Pune or transfer to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune.** After payment, the DD/Online deposited receipt must to be enclosed with Technical Bid. The Tenders without EMD will be rejected. (Rs. 60000/- per Area office). If a tenderer is applying for more than one unit the EMD will multiply unit wise i.e. for 2 units Rs. 1,20,000/- and for 3 units Rs. 1,80,000/-
5. No adjustment of EMD from the dues, if any, available with the corporation against the transportation made by the contractor in the past shall be allowed. Tenders with such requests not accompanied by requisite amount of EMD and free from any adjustment shall be summarily rejected.
6. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.
7. EMD of unsuccessful tenders will be refunded within 30 days after finalization the tender.
8. Party has to submit Experience with Govt. Organization/Semi Government/Cooperative agency/ Private Companies (if any).
9. Financial bid will be opened for those parties only who qualify in technical bid.
10. Terms and Conditions should be mandatorily signed by the authorized signatories of the Firm/company or organization and further it will become the part of Agreement.



11. All the required documents must be attached as per the format of technical bid.
12. Financial bid contains only rates in different slabs in Rupees per Qtls.
13. Upon acceptance of the tender by NSCL, The security deposit is to be made as per clause 1 of Terms & Conditions of the tender in annexure-A, within 7 days after issuing of work order. The EMD deposited already will be adjusted against the security deposit.
14. Conditional Tender will not be accepted.

Regional Manager.

**NATIONAL SEEDS CORPORATION LTD.**

*(A Government of India Undertaking)*

REGIONAL OFFICE: PUNE

**Terms & Condition for WORK CONTRACT FOR PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD & LOCAL TRANSPORTATION (within Office Premises & within municipal area) for the year 2022-23.**

**1. EARNEST MONEY & SECURITY DEPOSIT:**

The tenderers are required to deposit the fixed amount of EMD Rs. 60,000/- (Rupees Sixty Thousands Only) per unit wise through **Demand Draft/RTGS** drawn in favour **National Seeds Corporation Ltd.** Payable at **Pune** or transfer to **NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune.** Any tender without EMD will not be accepted. Upon acceptance of the tender by NSC, he shall also remit **Rs. 60,000/- (Rupees Sixty Thousand Only) (for each Area Office)** towards Security Deposit. The EMD will be converted into Security deposit in respect of successful tenderer. Total Security Deposit for each Area Office will be **Rs. 1,00,000/- (Rupees One Lakh Only)** Whenever the Security Deposit falls short of the stipulated amount, the contractor shall make good the deficit, so that the security deposit at any point of time for each sub-unit will remain intact at **Rs. 1,00,000/- (Rupees One Lakh 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. EMD of the unsuccessful bidder will be returned to the respective parties in due course as per his written request.

2. The Contractor shall undertake the responsibility for providing adequate labours 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 to 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. As and when the labours are required by the concerned Area Manager for running two or more shifts, the Contractor will provide adequate number of labourers timely for completing the processing work timely.
3. In case of a death or misshapen occurs during discharging the duty, the compensation liability will solely rest with the Contractor.
4. NSC shall pay to the contractor at the rates approved on finished goods only and not on the unprocessed quantity. However, Indirect Packing, 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. Balance 50% payment shall however, be released after completing all processes of final packing. For direct packing full payment shall be released.
5. All the work shall be attended on **"To be billed basis"** and the payment will be made by the Regional Office NSC, Pune on receipt of Bill after expiry of the month. Labour contractor is required to submit printed serially numbered original 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.
6. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence

7. 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 GST applicable 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. The Labour Contractor should print the PAN No. & GST Nos. on their Bills. Each time the bills are submitted by the Contractor it has to be accompanied with a certificate (Format at Annexure-B) confirming that bill is being submitted after fulfilling all the statutory compliance as stated in para 08 of the terms & conditions by the contractor.
8. The payment shall be made by RTGS / NEFT 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 labours 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.
9. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to labour engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Maharashtra from time to time; the contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
  - a) The payment of wages Act 1936
  - b) The Employees Provident Fund Act, 1952
  - c) The Factory Act, 1948
  - d) The Contract Labour (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The Payment of Grauity Act, 1972
  - g) The Employees State Insurance Act, 1948
  - h) The Employment of Children Act, 1938
  - i) The Motor Vehicle Act, 1988
  - j) The Minimum Wages Act, 1948
  - k) The Code of Wages, 2019.
10. 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.
11. All the formalities regarding statutory payment 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.
12. GST / Tax (if any) as applicable from time to time, will be born separately by the Contractor to the NSC Ltd.

13. 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 Area Manager / 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.
14. 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. The successful tenderer is also required to deposit the Security Deposit as per **clause No.01 above**.
15. The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NSC.
16. If any of the labour of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring labour in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring labour. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.
17. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
18. 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..
19. The agreement entered into with the Contractor shall be effective from 01.04.2022 and will valid till completion of processing of Rabi 2021-22 and kharif 2022 produce by 31.03.2023 for 2022-23 or till completion of kharif 22 grading packing work 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.
20. Tenderer must not have any relation/co-relation directly or indirectly with the employees of the NSC, its 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.
21. Tenderers should submit original current (**issued after 10.05.2022**) Undertaking on stamp paper of Rs.100/- duly notarized that his/her/their firm has neither been BLACK LISTED by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor/any party dealing with seed business. Any relation in this regard if comes into notice at any point of time will lead to cancellation of tender / termination of the contract immediately. Tenderer/ contractor will not have any right to challenge the same.

Note: The Tenderers those who have already participated in the same tender on dated 29.03.2022 bearing IT No. 5092/ 23978 by giving their original undertaking for BLACK LISTED. They are required to submit a declaration regarding the same on his firm letter head, that they have already submitted their original BLACKLISTED undertaking and verified Xerox is attached with this tender.

22. Financial bid should contain only the offered rate in the provided format and all other details/documents should only be mentioned / attached with technical bid.
23. GST applicable as per GST Rule.
24. 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
25. Regional Manager reserves the right to accept or reject any/all the tender without assigning any reason.
26. The cleaning, oiling and grissing of the plant is the responsibility of the Labour contractor during running plant as per direction of Area Manager /Plant In-charge time to time.
27. The contractor cannot stop the work in case of any circumstance until or unless competent authority gives the direction to do so.
28. In case the grading work is not found satisfactory by Inspecting Officer, then contractor has to undertake regrading of seed quantity upto the satisfaction and no extra payment will be paid to contractor for such work.
29. It is mandatory for all the tenderers to quote their rate of all the slabs. The committee may negotiate with maximum no. of L1 party to work on the L1 rate of other party in other slabs.
30. Period of contract: The period of contract will be for one year i.e 01.04.2022 to 31.03.2023 further extendable to one year from the date of award of the contract. However, the Corporation may terminate the contract earlier than one year without any notice, if in the opinion of the company, the performance of the contract is not satisfactory or the contractor promises / offered bribe/ commission/ gift or any advantage through himself or his partner to the employees/ officers of the Corporation or failed to comply with the terms & conditions.
31. Payment & Income Tax
  - a) The corporation will not make any advance payment towards bills.
  - b) NSC will not make any separate payment on account of insurance if arranged by the Contractor.
  - c) NSC reserves the right to deduct the TDS as per the Income Tax Act 1961, from the bill amount which is due to the contractor according to the provisions of sec. 194C of the said act and rules framed there under as in force.
32. Indemnity: Without prejudice to any other provisions in these conditions, the contractor shall be bound to keep the company (NSCL) or any representative or employee of the company (NSCL) fully indemnified against any action, claim, or proceedings under the provisions of any rules, regulations, bye laws, notifications, direction or orders having the force of law for anything done or omitted to be done by the contractor in contravention of such provisions etc., for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of the company, as the case may be, is adjudged to be liable to any penalties or to pay any compensation, such liability of the contractor and if, the company (NSCL) will deduct all amounts arising out of such liabilities from the security deposit of the contractor or from any other amount due and payable by the company (NSCL) to the contractor under this contract or any other contract and without prejudice to any other legal remedy available to the company (NSCL).
33. ARBITRATION:

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provisions, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties

shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to Court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The Court of Delhi shall have the jurisdiction

- 34. The contract may be discontinued at any time at the desecration of Regional Manager and without assigning any reason. 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.
- 35. The parties hereby agree that in the event of any dispute, no cause of action shall arise in their favour to approach any court unless they have resorted to an exhausted the remedy of arbitration as envisaged above.
- 36. The Security deposit will be discharged by the corporation and returned to the contractor the date of completion of the contract. They have no claim in respect of the contract or relating thereto or arising there from against NSC.

**Note: These terms and conditions are part and parcel of the Contract/Agreement which will be executed with successful tenderer and any non-compliance of these terms and conditions shall be deemed as breach of the Contract/Agreement.**

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**Certificate**

It is certified that during the month of ..... , we have engaged..... Nos. of Labourers at ..... For the processing & packing work at plant and all the statutory payments regarding contribution on account of EPF / ESI etc. towards labourers engaged by me during the previous month have been paid / fulfilled by me. In case any dispute in this regard is arises, in future, resulting amount can be deducted / recovered from my bill or Security deposit available with you.

Seal & signature of the contractor

Area Manager

**NATIONAL SEEDS CORPORATION LIMITED**  
**REGIONAL OFFICE: PUNE**  
**TECHNICAL BID**

**Details should be filled up in and Attach the entire necessary valid documents in support of claim**

1. Name of the company with complete address,  
Contact No. & Email address \_\_\_\_\_  
\_\_\_\_\_
2. Type of Firm .i.e. Proprietorship/Partnership/  
Pvt. Ltd. /Public limited Company. \_\_\_\_\_
3. Name and Contact nos. of  
Proprietor's/Partners/ Directors etc. \_\_\_\_\_
4. Details of number of vehicle with valid registration nos.  
(Enclose list along with copy of Registration) \_\_\_\_\_
5. Registration No. (Under Maharashtra  
Shops & Establishment Act) \_\_\_\_\_
6. Details of the Past Experience with Period, Quantity &  
Amount (Govt. Organization/ Semi govt.  
/Co. agency /Private/ Reputed companies) \_\_\_\_\_
7. GSTIN Number. (Enclose Copy) \_\_\_\_\_
8. PAN No. (Enclose Copy) \_\_\_\_\_
9. ITR for FY 2018-19, 2019-20 & 2020-21. \_\_\_\_\_
10. Solvency certificate in favour of National Seeds  
Corporation for 5.00 Lacks. (Enclose Copy) \_\_\_\_\_
11. Bank Account Details \_\_\_\_\_
12. Authorization of competent authority of the Firm/Company  
or Organization to sign this Tender document and participant  
in the tender in case of representative (Enclose copy) \_\_\_\_\_
13. A self-Declaration Certificate on the Rs.100/- stamp  
paper that tenderer is not blacklisted in any office  
of the NSCL or any other Government  
Organization. \_\_\_\_\_
14. Licence of registration for labours contract / transportation work \_\_\_\_\_
15. Capacity to place vehicle to lift the stock per day  
(specify Quantity) \_\_\_\_\_



16. Acceptance Letter in below format to be attached in Company Letter,Head.

\_\_\_\_\_

17. Self-Declaration under Section 194C (6) for Non-deduction of Tax at Source

\_\_\_\_\_

Place:

Date:

Name & Signature of the tenderer  
With official stamp

**Acceptance letter in below given format to be attached in company letter head.**

(Copy to be uploaded on e-portal / enclosed with offline tender)

I have read and understood tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSCL RO-Pune Management. Above information is true to our knowledge and belief.

Signature of Tenderer:

Name:-

Address

Phone No

Email:

Stamp

Date: \_\_\_\_\_

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

- **DIRECT PACKING**: Direct packing include shifting of raw seed within the area office premises to plant, grading the stock, treatment of seed as per NSC norms, writing/printing as per MSSCA requirement on packing material and also on tag / labels / bags, 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, small bags repacked in outer packing material as per NSC requirement and their shifting, stacking, packing of low grade, packed good seed etc. and its shifting and stacking. Cleaning of Plant / Machinery / godown after completing of every lot/crop/variety. (All above is within Area Office Premises)
  
- **INDIRECT PACKING**: Indirect packing include shifting of raw seed to plant within the area office premises, grading the stock, packing and stitching the graded seed after weighment in bulk standard packing as required, shifting and stacking anywhere in Area Office godowns premises and thereafter re-packing the graded seeds in the small packing after proper weighment, stitching of seed bags after putting leaflets, chemicals packet / treatment material wherever necessary, inserting lead seal, sealing of seed bags and small seed bags in the Standard bags (Outer Packing) as per NSC's instruction, & their staking, writing / printing on tags/ lables / bags / packing materials as per MSSCA requirement and cleaning of Plant & Machinery / godown after completing of grading/packing of every lot/crop/variety. (All above is within Area Office Premises).

Note – The direct and in direct packing will also include -

1. All certification, printing, packing materials, colour, screen, stamps will be provided by the NSC and rest all the costs related to grading packing will borne by the contractor.
2. During / after Processing of raw seed, grower wise gunny bags segregation and making of bundles of 50/100 bags and stacking thereof in countable position within the premises. The cost of above will be included in the rates of direct and indirect packing.
3. Weighing / packing / shifting of under size seed in gunny bags and stacking thereof. During shifting / lifting of raw seed /good seed / undersize collection of swepage and cleaning of godown.
4. If revalidation is required with the re-cleaning/re-grading method, then charges applicable for that will be depending on the nature of direct/indirect packing.The said work will include remove/revoke the tags, arrange the tag lot wise/series wise and make the bundle 50/100 nos (whatever necessary).

For Misc. & extra work for specific job which is not covered under the agreement, Area Manager will ask for extra manpower for the specific work with volume of work for which extra payment will be made to the contractor on per labour /per day basis.

**FINANCIAL BID**

**RATES OF WORK CONTRACT FOR PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD & LOCAL TRANSPORTATION (within Office Premises & within municipal area) FOR 2022-23.**

A.	Size of Packing	Rates to be quoted in Rs. per Qtl. in good seed basis, Inclusive of all Taxes (as applicable) Including all work as per mentioned in financial bid.					
		Jalgaon		Aurangabad		Amravati	
		Direct Packing	In-Direct Packing	Direct Packing	In-Direct Packing	Direct Packing	In-Direct Packing
1	Up to 2 Kgs.						
2	2.1 to 5 Kgs.						
3	5.1 to 10 Kgs.						
4	10.1 to 20 Kgs.						
5	20.1 to 30 Kgs.						
6	30.1 to 40 Kgs.						
7	40.1 to 80 Kgs.						
<b>B.</b>	<b>Rate to be quoted for Shifting/restacking/segregation within godown as per requirement (without transport) Including additional terms and conditions.</b>						
	Shifting/restacking/ Segregation of seed/ packing material within godown. (Need basis)	Rs. .... per Qtl.		Rs. .... per Qtl.		Rs. .... per Qtl.	
<b>C.</b>	<b>Rate to be quoted for shifting/restacking/segregation within office premises (with transportation) Including additional terms and conditions.</b>						
	Shifting/restacking/ Segregation of seed packing material within premises. (Need basis)	Rs. .... per Qtl.		Rs. .... per Qtl.		Rs. .... per Qtl.	
1	Supply of Labour for extra work on per labour per day basis.	Rs..... per day.		Rs..... per day.		Rs..... per day.	
2	Fumigation of seed stock on per stack basis	Rs..... per stack.		Rs..... per stack.		Rs..... per stack.	

**D.- 1 = Local Transportation within Municipal Area at Jalgaon, Aurangabad and Amravati (Transportation of seeds/Certification/packing material/Pallets & any other related material from NSC, godown to other godown and vice-versa. (within Municipal Area)**

<b>For local Transportation (with in Municipal Area) All Charges Inclusive loading and unloading etc.</b>		
<b>Jalgaon</b>	<b>Aurangabad</b>	<b>Amravati</b>
<b>Rate in Rs/Quintal</b>	<b>Rate in Rs/Quintal</b>	<b>Rate in Rs/Quintal</b>

**D. – II = Rates to be quoted in Rs. per Qntl. in good seed basis for processing, packing, shifting and stacking (as per additional terms and conditions), Inclusive of all Taxes (this rate will be applicable for those quantity which to be transported from another godown within municipal area to the NSC processing plant at AO Jalgaon, Aurangabad & Amravati. Including all processing related work except shifting of raw seed & good seed)**

<b>A.</b>	<b>Size of Packing</b>						
		<b>Jalgaon</b>		<b>Aurangabad</b>		<b>Amravati</b>	
		<b>Direct Packing</b>	<b>In-Direct Packing</b>	<b>Direct Packing</b>	<b>In-Direct Packing</b>	<b>Direct Packing</b>	<b>In-Direct Packing</b>
1	Up to 2 Kgs.						
2	2.1 to 5 Kgs.						
3	5.1 to 10 Kgs.						
4	10.1 to 20 Kgs.						
5	20.1 to 30 Kgs.						
6	30.1 to 40 Kgs.						
7	40.1 to 80 Kgs.						

Place:

Date:

Signature with Seal of Contractor

**FORMAT FOR SOLVENCY CERTIFICATE**

**Dated: .....**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s ..... having their office at ..... are a regular customer of our bank. They are solvent to an extent of Rs..... (Rupees .....only) The conduct of their account is good.)

It is certified that this certificate is issued without any risk and responsibility on the part of this Bank or any of its official in any respect whatsoever, more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

Signature, Name and Designation  
of issuing authority with seal)

## Undertaking (On Rs. 100/- Stamp Paper)

ANNEXURE-D

Regional Manager  
National Seeds Corporation Limited  
Pune (Maharashtra)

Sir,

This is in reference to your Tender Notice published for PROCESSING, PACKING AND SHIFTING OF SEED AT JALGAON, AMRAVATI AND AURANGABAD & LOCAL TRANSPORTATION (within Office Premises & within municipal area) FOR 2022-23. In this connection, I wish to undertake that our firm is neither **blacklisted** by Govt. /Semi Govt. /PSU or any other agencies nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature of Contractor\_\_\_\_\_

Address & Stamp:

Date:-

## **CHECKLIST FOR THE TENDERER**

1. Check that the tender is submitted in two bid system. Separately for Technical and Financial Bid.
2. Deposit Receipt of Tender fees of Rs. 1180/- (Enclose Copy).
3. Deposit Receipt of EMD fees of Rs. 60000/120000/180000/- (Enclose Copy).
4. Undertaking on original Rs. 100/- stamp paper that his/her firm is neither Blacklisted nor having any relationship as per the Technical Bid. (As per annexure - D)
5. Tender form is completely filled and not conditional.
6. GSTIN No. (Enclose Copy).
7. Income Tax Return for the year 2018-19, 2019-20 & 2020-21(Enclose Copy).
8. PAN No. of company/firm/proprietor (Enclose Copy).
9. Registration of the firm under Shops and Establishment Act (Enclose Copy).
10. License of registration for labours contract / transportation work. (Enclose Copy)
11. Capacity to place vehicle to lift the stock per day (specify Quantity)
12. Solvency certificate in favour of National Seeds Corporation for 5.00 Lakhs. (Enclose Copy)
13. Mobile Nos., Adhar No. & E-mail details.
14. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. (Attach Document)
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.
16. All the above documents are to be submitted in the Technical Bid only. If any of the documents mentioned above is submitted in the financial bid, the responsibility for any consequence lies with the tender party and the tender may be rejected.
17. Any others as per tender.