

# **NATIONAL SEEDS CORPORATION LIMITED**

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

**REGIONAL OFFICE: PUNE**

**(CINNO: U74899DL1963GOI003913)**



## **E-TENDER NOTICE**

National Seeds Corporation Limited, Regional Office, Pune invites e-tender in two bid system from reputed firm for appointment of Work ( Job ) Contractor for arranging to get works done like shifting of Raw Seeds , Processing, Packing, Grading, Stacking, Loading & Related work etc. of seeds on annual contract basis for FY 2023-24 for its Area Office Located at **Aurangabad**.

Tender document is available for online submission 05.06.2023 to 14.00 hrs. on NSC e-portal: <https://indiaseeds.enivida.com>. Tender fees is Rs.1180/-including GST (Rs. One thousand one hundred eighty only) for each unit.

### **Contact details**

#### **Regional Manager**

E mail- [rm.pune@indiaseeds.com](mailto:rm.pune@indiaseeds.com)

Name / Mobile number: 9960700707

#### **I/C Marketing,**

Email: [nscpuna@gmail.com](mailto:nscpuna@gmail.com),

Name / Mobile number: 9561092151,

DATE/ TIME OF DOWNLAODING THE TENDER	: 23.05.2023 / 16:30 Hrs.
DATE / TIME OF CLOSING OF TENDER	: 05.06.2023 / 14.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 05.06.2023 / 15.00 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: After Evaluation of technical Bid)
COST OF TENDER FORM (Non-refundable)	: Rs. 1180/- (inclusive of GST 18%)

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel 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.enivida.com> or [www.indiaseeds.com](http://www.indiaseeds.com).

Regional Manager

## **SECTION-I**

### **PROCEDURE UNDER E-TENDERING**

#### **INSTRUCTIONS TO BIDDER – ONLINE MODE**

##### **DEFINITIONS:**

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fees, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.

14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

**Thank You**

**Technical Support - Phone: 9355030617, 8448288980**

**Tel: 011-49606060**

**Email ID - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com), [enivida2021@gmail.com](mailto:enivida2021@gmail.com)**

## NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)  
REGIONAL OFFICE: PUNE

### **Terms & Condition for Processing / Packing / Shifting (within office premises) and Local Transportation of Seeds /Certification Packing Material etc. (within municipal area Aurangabad) On Annual Contract Basis for the year 2023-24**

#### **TENDER TERMS AND CONDITIONS.**

1. Tender Document available for online submission on e-portal: <https://indiaseeds.enivida.com>.
2. Tenderers should thoroughly go through the terms & conditions before submitting their tender.
3. E-Tender should be submitted in two bids system online.
4. Tender form can be downloaded from [www.indiaseeds.com](http://www.indiaseeds.com) but after downloading tender document, tender cost will mandatorily paid through online i.e. RTGS/NEFT, by paying **Rs. 1180/- (inclusive of 18% GST)**. The bank Details for Tender Document cost and EMD etc. are - **National Seeds Corporation Ltd, SBI Account No. 32919549520 IFSC Code SBIN0006117, Branch Market Yard, Pune**. Tenderer should inform the UTR number for amount deposited separately for tender cost & EMD amount.
5. Tenderer should check the documents attached with the tender form as per the checklist.
6. 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 along with agreement after finalization of tenderer.
7. Conditional and incomplete tender may be rejected at the discretion of NSC.
8. NSC does not guarantee the minimum or maximum work.
9. The quoted rates should be inclusive of all taxes /charges.
10. Participant must be registered under GST.
11. Tenderers (owner of the firm) should submit Original Undertaking on **stamp paper of Rs.100/-** duly notarized that he/she/they or his/her/their firm has neither been BLACK LISTED by any Government/other agency nor the firm is having any relation/co-relation directly or indirectly with the employees of the NSC, its main growers/Sub-growers/ dealers/ distributors/custom processor/any party dealing with seed business and the submitted document are true & not False.
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.
13. Payment made/credit afforded to the Work (job) contractor by NSC from time to time under the contract entered into with the contractor, would be subject to the deduction of TDS /Income Tax at source according to the enforced laws & Acts.
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. Participant with work experience of the same nature of work or manpower supply with Government, PSU's, Co-operatives, autonomous institutional corporation organisation will be given preference.
16. Tenderers must have to deposit interest free earnest money (EMD) Rs 25000/- (Rs twenty five thousand only) in NSC account mention in point No 4. Any tender without EMD will not be accepted. EMD of the unsuccessful bidder will be returned to the respective parties in due course as per his written request after approval of competent authority.
17. Upon acceptance of the tender by NSC, he shall also remit Rs. 75,000/- (Rs. Seventy Five Thousand Only) towards Security Deposit. The EMD will be converted into Security deposit in respect of successful tenderer. (Total Security Deposit will be Rs.100,000/- One lakh only) Whenever the Security Deposit falls short of the stipulated amount, the contractor shall make well the deficit, so that the security deposit at any point of time will remains intact at Rs. 100,000/ (Rs. 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 & conditions 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/Area Manager 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.
18. The Work (Job) Contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as desired by the Corporation. The work (job) 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. As and when the labours are required by the concerned Area Office for running two or more shifts, the work (job) Contractor will provide adequate number of labourers timely for completing the processing work timely.
19. 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 of indirect packing**. Balance 50% payment shall however, be released after completing all processes of final packing. For direct packing full payment shall be released after final packing. In case of revalidation work, 100% payment will released after completion of complete revalidation work.
20. 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.

21. Work (job) Contractor must submit the bill along with the duly self-attested photocopy of pay roll for payment of wages to workers in accordance with code on wages, 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.)

Each monthly bill must accompany the following duly signed documents by the contractor:

- a) Attendance sheet of employees deployed for the month.
- b) Payment sheet/wages / salary accordance with the provisions of Code of Wages, 2019.
- c) Bank transfer details of wages/salary paid and a copy of pay salary/wages slip.
- d) ESIC Challan
- e) PF Challan
- f) ECR by EPFO

The payment(s) shall be made to the contractor through RTGS/NEFT and are subject to deduction of tax(s), Cess levy by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user Section/Competent Authority. The bill must be submitted in triplicate. Further, the contractor shall furnish a copy deposition of monthly EPF/ESI challans/ returns etc. with next bill, failing which amount as deemed fit by National Seeds Corporation Ltd. shall be with-held from the bill.

Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month. The required strength of manpower for various works shall be as per actual manpower deployment and any increase/decrease there by in the actual manpower deployed shall increase/reduce the payment to be made proportionately as per rates given in the agreement.

On receipt of the bill from the Work (Job) 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, Pune for payment along with the photocopy of the processing register or computerised excel sheet contain the required details (Duly attested ). In the absence of same, bill will not be processed. The Work (Job) 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-A) confirming that bill is being submitted after fulfilling all the statutory compliance as stated in para 24 of the terms & conditions by the contractor. Work (Job) contractor should compile all the statutory requirement of Code on Wages 2019.

22. 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 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.

23. The work contractor shall provide necessary labour immediately on demand given by NSC to the contractor even on telephone or otherwise. In the event of failure (work 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 pending 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 to area office or through recovery/adjustment from the amount at the credit of the contractor. In case of leave/absence of manpower, alternate arrangement will be made by the Contractor.
24. All the formalities regarding statutory payment and contribution on account of EPF/ESIC & code on wages 2019 (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 on behalf of Contractor to the authorized concerned and all such like payment are required to be born/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. The work (job) contractor must have independent registration under EPFO/ESIC .Any other payment /deduction which need to pay or liable to pay as per code on wages -2019 shall also be borne by work (job) contractor.
25. The periodic Minimum Wage/VDA increase as and when notified by the Central Government or State Government as applicable whichever is higher, will be payable to the Manpower deployed. A ledger for the records of payment made to the employees will be maintained by the successful bidder. NSC will have the right to inspect the same as and when required. The contractor shall undertake responsibility of ensuring that minimum wage is paid to the manpower deployed.
26. Work contractor has to regularly undertake the cleaning of wastage of the godown /SPP at the dust collector.
27. GST / GST TDS/Tax (if any) as applicable from time to time, will be born separately by the Contractor.
28. The Contractor will comply with the provisions of the labour laws / Acts or any other laws in force in Maharashtra State / Central Govt. and He will be solely responsible for the commission / omission of the same.
29. The Contractor is required to maintain full requisite records as per by-laws such as attendance and wages disbursement register in respect of labourers engaged for the completion of work .NSC reserves the right to call for such like record for inspection by the Area Manager / nominated officer and work 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 work Contractor), the Contract can be terminated forthwith besides initiating other legal actions as deemed fit by the Corporation against work (Job) Contractor.
30. 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.17 above. Participant herein after called “WORK (Job )CONTRACTOR ‘

31. 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.
32. The agreement entered into with the Contractor shall be effective **from 01.04.2023** and will valid till 31.03.2024 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.
33. Indian manufacturers / suppliers who are Micro Small Medium Enterprises (MSME) Small Scale Units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of Earnest Money and tender cost deposit, provided they furnished photo copy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, will not be provided to those small scale units who are registered under the old registration scheme which were extended up to 30th June, 1981, only. In this regard a written request is to be made by the bidder.
34. No excessive shortages should occur in the seed lots of seed growers due to careless handling, leakages and overages, sweeping and cleaning and bad storages and if occurred the Processor/Contractor will be responsible and amount will be recovered from the Processor/Contractor for such wastage, excessive shortages in seed stock as well as in processing materials.
35. All the material to be processed, will be supplied by NATIONAL SEEDS CORPORATION LTD. will seal all the godowns and plant buildings of processors to ensure safety and security of NATIONAL SEEDS CORPORATION LTD. stock and material. In no case Processor/Contractor will deliver the stock or material to any other party or seed grower in his own. Else it will be the responsibility of processor.
36. If it is observed that there is an admixture of good seed, failed seed and low grade or varietal admixture in the good seed intentionally done by the Processor/Contractor, then the compensation has to be paid by the Processor/Contractor.
37. Processing of raw seed i.e. lot wise grading of raw seed on air screen seed cleaner, gravity separator, spiral separator seed treatment (slurry or dry). If NATIONAL SEEDS CORPORATION LTD. desires to put treatment materials like thirum inside the good seed bags then the packets of the same will have to be prepared by processor/contractor. No separate charge will be given for the same. Empty packets will be provided by NATIONAL SEEDS CORPORATION LTD. for packing, Weighing of good seed and low grade, stitching of good seeds bags either with tags and labels or



without tags and labels. Stitching of low grade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bags, Bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside sample bags, stitching of sample bags etc. to send to STL/QCL. Sample bags will be provided by NATIONAL SEEDS CORPORATION LTD. Stitching/sewing machine, thread, stamps etc. will have to be provided by Custom Processor/Contractor. Writing and maintenance of all records i.e. control register, grading/shift register, tagging register, history register, and any record as per directives of NATIONAL SEEDS CORPORATION LTD. representative and SCA.

38. The contractor shall indemnify the NSC and hold it harmless in respect of all other any expenses arising out of such injury or damage to persons property as aforesaid and also in respect of any claim made in respect of injury, damage under any act of the Government or otherwise and also in respect of any award or compensation or damages which may be passed consequent upon such claims
39. The personnel supplied by the Contractor will be the employee of the contractor and there will be no master-servant relationship between the NSC and the contract labourers/workers. All the statutory liabilities and responsibilities will be that of the Contractor and NSC has no legal responsibilities on the same. The Contractor shall issue identity cards to the person deployed by him with NSC. Such persons will exhibit such identity cards on the gate and during the duty hours.
40. (i) Service provider/Contractor will ensure that under no circumstances, cash distribution of remuneration/wages shall be allowed. The service provider/Contractor will pay the wages to workers only through electronic mode in the bank account of the workers.  
(ii) Service provider/Contractor will not collect any amount of service charge/administrative charges from the staff so provided to Area Office ----- on any account. Any complaint received in this regard from any such workers will be viewed seriously and the contractor will be bound to submit his explanation if such misdoings come to Notice of Management of Area Office/Regional Office. If at any stage, it is proved that the contractor has been involved in collecting service charge/administrative charges from workers deputed at Area Office the contract will immediately be cancelled without any Notice and the security deposit will be forfeited by NSCL. In such situation, the contractor will be delisted and debarred from participating in any tenders of the Corporation for a period of 03 years.
41. (i) The Contractor/Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 for carrying out the purpose of this agreement. The Contractor shall further observe and comply with all Government Laws concerning employment of staff employed by the Service provider/Contractor and shall duly pay all sum of money to such staff as may be required to be paid under such laws. It is expressly understood that the Contractor/Service Provider is

responsible to ascertain and understand the applicability of various Acts and take necessary action with the requirement of law.

- (ii) If it is noticed by Area Office \_\_\_\_\_ that the personnel of the Contractor/Service provider has/have been negligent, careless in rendering the said services, the same shall be communicated to the service provider either verbally or in writing who will take immediate corrective steps to avoid recurrence of such incidents and submit compliance report to Area Office/Regional Office. If any of the personnel of Service provider/Contractor indulges in theft/unlawful activity/anti farm activity/misdoing / misconduct/the contract will take appropriate action as per law against the erring personnel and submit action taken report to HR Department of Area Office/Regional Office.
  - (iii) In event of no payment of wages as per Labour Laws notified by Labour Department, and/or violation of any of the provisions of Contract of Labour (Regulation and Abolition), Act, 1970 Code of Wages, 2019 i.e. depositing of EPF, ESI in respect of workers, action will be taken against the contractor/Service provider by NSCL Regional Office, Pune and contract will be terminated with immediate effect. In such situation, Performance Guarantee/Security Deposit will be forfeited and bill payment of contractor will be stopped/freeze by NSCL Regional Office, Pune and pending payment will be made to the workers for the period concerned by NSCL Regional Office, Pune at the risk and cost of Service Provider/Contractor.
42. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the MoU, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, including but not limited to War, Civil Riots, Fire directly affecting the performance of the MoU, Flood and Acts and Regulations of Government.
- Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 15 days of such occurrence or cessation. Parties shall then mutually work out the future course of action.
43. **Penalties**
- (i) The Contractor shall disburse monthly payment to its deployed manpower latest by 10th of every month, failing which penalty of Rs.1000/- per day will be imposed up to 20th of the month and thereafter the contract shall be liable to be terminated. Security Deposit/Performance Bank Guarantee shall be forfeited and will be en-cashed and in such events NSCL Ltd will have the power to

appoint any other agency to carry out works as per scope of work under this contract at the risk and cost of the Contractor.

- (ii) Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the NSC Ltd., it will be brought to the notice of Contractor by the NSC and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- (iii) The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower of requisite qualifications. If deployment of manpower is below 90% of total manpower to be deployed per day, a penalty of Rs. 100/- per day per absentee shall be levied on the contractor.
- (iv) In case the Contractor fails to fulfill the statutory requirements as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the NSC, in addition to forfeiture of Performance Security Deposit, monthly bills that are due to the firm.
- (v) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring services in the event of Contractor failing to provide requisitioned number of manpower, the NSC shall make deductions at double the rate on pro rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contractor from the security deposit or may be demanded from him to be paid within seven days to the credit of the NSC.
- (vi) Non-compliance of any tender conditions may also lead to deduction of service charge for the month and decision of NSC management shall be final and binding.
- (vii) Without prejudice to any other contractual rights and remedies available to it, NSC may by written Notice sent to the Contractor, terminate the contract in whole or in part, if the contractor fails to perform its contractual obligations as per the terms and conditions of the contract. NSC may terminate the contract, by giving not less than thirty (30) days written Notice of termination to the Manpower Providing Agency/Service Providing Agency to be given after occurrence of any of the events specified below in Clauses(a) to (c) and sixty (60) days in the case of the event referred to in Clause (d).
  - (a) If the Manpower Providing Agency/Service Providing Agency commits breach of contract or do not remedy/rectify a failure in the performance of their obligations under the Contract within period of thirty (30) days.
  - (b) In case of blacklisting of any bidder/party came to Notice at the later stage.
  - (c) If the Manpower Providing Agency/Service Providing Agency becomes insolvent or bankrupt.

- (d) If, as the results of FORCE MAJEURE, the Manpower Providing Agency/Service Providing Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days or.

**If NSC, in its sole discretion, decides to terminate the contract:**

In the event of termination on unsatisfactory service or in violation of any of the terms and conditions of contract, the Performance Guarantee/Security Deposit shall stand forfeited in addition to banning/blacklisting of Manpower Providing Agency/Service Providing Agency for a period decided by the Competent Authority of NSC.

In event of NSC terminates the contract in whole or part, NSC may procure goods/services similar to those cancelled with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. The contractor shall be liable to NSC for extra expenditure, if incurred by NSC for arranging such procurement.

45. Any bribe , commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the NSC shall (in addition to any criminal liability which the tenderer may incur ) debar his tender from being considered . Canvassing on the part or on behalf of tender will also take his tender liable for rejection.
46. The tenders received from Contractor blacklisted by NSC or any other/ Government Department shall not be considered.
47. 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
48. Regional Manager reserves the right to accept or reject any/all the tender without assigning any reason.
49. In case of disputes for non-payment of wages to the deployed manpower or any other, the payment due to the Contractor firm can be withheld till settlement of the disputes on the orders of the court of law.
50. The Contractor shall be responsible for all injuries and accidents to persons employed by him. In the event of injury, illness or miss-happening to any manpower deployed, NSC (the company) will not be liable to pay any compensation.
51. In case the Contractor leaves the job before completion of the period of contract NSC shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by NSC. If any.
52. 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 discussion, then it shall be binding upon parties to resolve issue under the provision of Arbitration & Conciliation Act, 1996 as amended from time to time. The Chairman –cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the disputes and both the

parties will have to abide by the Award of the Arbitrator. The parties will bind to resolve this dispute through arbitrator before going to court of law. The arbitration shall be conducted at New Delhi and shall in English Language. The Court of Delhi/New Delhi shall have the jurisdiction.

53. 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.
54. The terms and conditions contained herein shall form part of and shall take as if they were included in the contract agreement to be entered in to between NSC with contractors.
55. It is mandatory for all the tender parties to quote their rates for all the slabs. The L-1 party will be ascertained on the basis of maximum no. of L-1 slab quoted by the parties.

## **PARTICULARS/ITEM OF WORK REQUIRED TO BE UNDERTAKEN BY THE WORK CONTRACTOR (ADDITIONAL TERMS & CONDITION)**

1. **Unloading /loading** of seed stock /CPM from/to trucks/trolleys at the NSC processing plant, godown & storage point as per instruction from this corporation. In case of growers raw seed unloading payment will be at growers cost at NSC approved rates including weighment if required.
2. **DIRECT PACKING:** Direct packing include the lifting of raw seed from within the processing plant & adjoining stores to the processing plant, grading the stock, treatment of seed as per NSC norms, writing/printing as per MSSCA/NSC 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 , packing in outer packing if required & related work, stacking within plant, adjoining godown. Cleaning of Plant/Machinery after completing of every lot/crop/variety. Also includes the work making gunny bags bundle of each 50 numbers of growers gunny bags, naming of gunny bags bundles, shifting & stacking in godown as per instruction, weighment of growers low grade, shifting /Stacking in godown as per instruction.
3. **INDIRECT PACKING:** Indirect packing include the lifting of raw seed from within the processing plant & adjoining stores to the processing plant, grading the raw seed stock, packing, sampling and stitching/sealing tagging the graded seed after weighment in bulk packing (also includes the work making gunny bags bundle of each 50 numbers of growers gunny bags, naming of gunny bags bundles, shifting & stacking in godown as per instruction, weighment of growers low grade, shifting /Stacking in godown as per instruction) and thereafter re-packing the graded seeds (includes chemical treatment if required ) 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 , related work if any and then packing the re-packed small seed bags in the Standard bags (Outer packing ) & also weighment of final bag packed if required as per NSC's instruction, writing/printing on packing materials as per MSSCA/NSC requirement and cleaning of Plant & Machinery after completing of grading/packing of every lot/ crop/variety.
4. Weighing & packing of under size seed in grower's gunny bags and stacking thereof in case of direct, In-direct & revalidation stock.
5. If revalidation is required for the reclining/re-grading method then indirect packing charges will be applicable for that. (For all small size packing crops like Redgram, Urid, Moong, etc.). Include all work like, segregation of stock lot wise, remove/revoke the tags, arrange the tag lot wise/series wise and make the bundle 50/100 nos (whatever necessary)
6. **Hand picking of seeds:** In case hand picking being organised by the NSC especially in case of Red Gram, & vegetable crops & other crops if required. Payment will be at growers cost at NSC approved rates.
7. **Rate quoted** should be on finished goods only (completed work). Rates per Qtl. on finish goods basis taken for processing for completed work from raw seed receipt to dispatch of passed seed and disposal of low graded, failed seed inclusive of EPF and profession tax etc.
8. **Segregation of gunny** bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the premises as per instruction (Sutli to be provided by NSC).

9. **Segregation/shifting** of seed lots due to rejection, weighing, packing, stacking/re-stacking in the godown/adjoining godown within the premises if required. Full particulars and reasons for shifting may be given. No shifting will payable for grading or packing of seeds.
10. Printing Materials & screen will be provided by the NSC.
11. All certification, packing, printing/writing material to be provided by NSC.
12. For Misc. & extra work for specific job which is not covered under the agreement, Area Manager will ask for extra manpower for particular date mentioning the specific work with volume of work for which extra payment will be made to the contractor on per labour / per day basis.
13. Fumigation and spraying work is to be attend by labour contractor, fumigation cover, spraying machine & treatment chemical will provide NSC.
14. If the seed stock was initial processed & packed for In-direct packing, if some lots found substandard in STL/QCL, then for failed lots lowest of direct /Indirect packing rates will applicable as per size of packing for packed of failed qty.
15. During shifting/lifting of raw seed/good seed collection of swepage and cleaning of godown.

**Certificate**

It is certified that during the month of ....., 2023. , we have engaged..... Nos. of Labourers for the processing & packing work at NSC -----plant and all the statutory payments regarding contribution on account of EPF / ESI/Code of Wages 2019 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 e-Tender Portal and Attach the entire necessary valid documents in support of claim**

Sr. No.	Particulars	Required Information
1	Tender for Area Office	
2	Name of tenderer	
3	Complete postal Address of the tenderer  (With e-mail & Telephone No.)	
4	Name of Proprietor /Partner/Director	
5	UTR number for Tender cost	
6	UTR number for EMD amount	
7	Registration No.(Under Maharashtra Shops & Establishment Act)	
8	Labour License No of the tenderer /organisation (enclosed copy )	
9	GST Reg. No. (Enclose Copy )	
10	EPF Registration (Enclose Copy )	
11	ESI Registration (Enclose copy)	
12	Last Two year Income Tax Return , PAN No (Enclose copy)	
13	Affidavit for not being blacklisted/ By any private/govt. organization/relation Co-relation with NSC employees & other ( as per point No 11 of terms & condition )	
14	Bank Details A) Name of Banker & address B) Account No c) IFSC Code.	
15	Experience certificate a) NSC b) From Govt /Semi Govt /PSU for similar work. (Copy enclosed )	

Date:

Place:

Name & Signature of the tenderer with official stamp

**TENDER FOR APPOINTMENT OF JOB CONTRACTOR**

AT NATIONAL SEEDS CORPORATION LTD Aurangabad (Name of area office)

To,  
The Regional Manager  
National Seeds Corporation Ltd  
Pune

**(TENDER FORM (FINANCIAL BID))**

Ref No: Your E-tender notice on dated \_\_\_\_\_ for appointment of Job Contractor for the Year 2023-24

Sir, we have carefully gone through the all terms & conditions prescribed in tender form for entering into work contract for the year 2023-24 & my firm rates for different items/activity/work of work relating to your processing plant Aurangabad are quoted hereunder.

(A) RATES FOR ITEMS /ACTIVITY OF WORK FOR PACKING OF SEED AT NSC AURANGABAD (Name of Area Office)

Sr No.	Size of Packing	Rates to be quoted in <b>Rs per qtls</b> both in figure & words (Good seed basis) Inclusive of all taxes.	
		Direct Packing	In-Direct packing
1	Up to 2 kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
2	2.1 to 5 kg	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
3	5.1 to 10 kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
4	10.1 to 20 kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
5	20.1 to 30 Kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
6	30.1 to 40 kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
7	40.1 to 80 kgs	Rs _____ (Rupees _____ )	Rs _____ (Rupees _____ )
8	Local transportation of raw seed from storage point (any hired godown, CWC etc ) out of premises to NSC SPP & vice versa for good seed including loading and unloading	Rs -----per qtls (Rupees _____ )	
9	Local transportation of raw seed from storage point Within premises where vehicle is required to SPP & vice versa for good seed including loading and unloading.	Rs -----per qtls (Rupees _____ )	
10	Re-shifting/re-stacking within godown or adjoining godown (Includes segregation of fail lots & restacking also	RS -----per qtls (Rupees _____ )	

	)		
11	Hand Picking charges (for Red Gram & vegetable crops etc as per NSC requirement & instruction )	RS -----per qtls (Rupees_____)	
12	Additional Stamping on packed stock As per requirement & instruction (stamp for minikit etc )	RS -----per qtls (Rupees_____)	
13	Fumigation Charges	RS -----per qtls (Rupees_____)	
14	Supply of labour for extra work on per labour per day basis.	RS -----per day (Rupees_____)	
15	Revalidation of carry over seed stock	Revalidation without re-cleaning	Revalidation with re-cleaning
a)	For packing up to 10 kg	Rs -----per qtls (Rupees_____ )	Rs -----per qtls (Rupees_____ )
b)	For packing 10.01 to 40 kg	Rs -----per qtls (Rupees_____ )	Rs -----per qtls (Rupees_____ )
c)	For packing above 40 kg	Rs -----per qtls (Rupees_____ )	Rs -----per qtls (Rupees_____ )

Place:

Date:

Signature with Seal of Tenderer

## AGREEMENT

This agreement is executed at \_\_\_\_\_ between National Seeds Corporation Ltd (A Government of India Undertaking), a company incorporated under the Companies Act, 1956 and having its registered office at Beej Bhavan, Pusa Complex, New Delhi -110012 (Hereinafter called NSC which expression shall unless excluded by a repugnant to the context be deemed to include its successor and assign (s) of the one part and M/s \_\_\_\_\_

(Herein after called work (job) contractor which expression shall unless exclude by or repugnant to the context be deemed to include its successor and assign) of the other part.

Whereas the NSC had invited tender on \_\_\_\_\_ for appointment of Job contractor and the rates offered by the tenderer have been agreed to by the NSC Ltd .for the year 2023-24.

### NOW THIS AGREEMENT WITNESS

1) That all the terms & condition spelt out in the tender form attached to this agreement shall from part of the agreement & binding on the parties & their relationship shall be governed the same.

2) All the payment payable or claimable under the agreement shall be claim & paid at Regional Office, Pune, Plot No- 681 690, Beej Bhavan, Market Yard, Gultekdi .

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

Signature of the work (job) Contractor

(Signature of the Regional Manager)

Complete address & contact No

For & behalf of

National Seeds Corporation Ltd.

### 1) WITNESS

Signature, Name & address

Area Manager      Seal & signature

### 2) WITNESS

Signature, Name & address

## **CHECKLIST FOR THE TENDERER**

1. Check that the e- tender is submitted in two bid system. Separately for Technical and Financial Bid (Point No.3).
2. Ensure paid of Tender seed cost of Rs. 1180/- (Point No.4).
3. Ensure deposition of EMD of Rs.25,000/- for each sub-unit (Point No.16). (If paid earlier on same tender then same UTR number can be given)
4. Undertaking (affidavit ) of owner of the firm in original on stamp paper of Rs.100/- that his/her firm is neither Blacklisted nor having any relationship as per the clause-11 of the Term and Condition of NIT Point No.11).
5. The tenderer is required to sign on all the pages of the tender document
6. E-Tender form is completely filled and not conditional.
7. GST Registration No. (Copy attached)
8. Income Tax Return of last two years and PAN No. (Copy attached)
9. Registration of the firm under Shops and Establishment Act.
10. Registration No. under EPF (Point No.24) (copy attached)
11. Registration No. under ESI (Point No.24) (copy attached)
12. If no EMD / Tender Cost is submitted by MSME units then valid NSIL Certificate along with request letter for exemption of EMD / Tender Cost to consider in the tender.
13. Experience if any
14. All the above documents from Sr. No. 1 to 13 are to be submitted in e-tender 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 will be out rightly rejected.