

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BANGALORE

(CINNO: U74899DL1963GOI003913)



e- TENDER FOR PROCESSING AND PACKING OF SEEDS ON CONTRACT BASIS AT OPERATIONAL OFFICES UNDER REGIONAL OFFICE, BANGALORE

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 19.06.2023 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 10.07.2023/ 14.00 Hrs
OPENING OF TENDER(TECHNICALBID)	: 10.07.2023/ 15.00 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY - AFTER EVALUATION OF TECHNICAL BID.
COST OF TENDER FORM (Non Refundable)	: Rs. 1180/- Inclusive of 18 % GST

National Seeds Corporation Limited

(A Government of India Undertaking)
REGIONAL OFFICE BANGALORE
UAS CAMPUS HEBBAL
BANGALORE 560024

NOTICE INVITING E-TENDER

No. 2(3)/HR/NSC-BNG/2023-24

Dated: 17.06.2023

National Seeds Corporation Limited, Regional office, Bangalore invites e-tender for processing and packing of seeds on contract basis at operational offices under Regional office, Bangalore

Particulars	Details
Name of the tender	Processing and packing of seeds on contract basis at operational offices under Regional office, Bangalore
Location	Area Offices at Bellary, Dharwad, Davanegere, Haveri, Raichur, Mysore and Production centres at Hassan & Mandya
Date of issue of NIT	19.06.2023
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in	19.06.2023 (13.00 Hrs)
Tender Document Download End Date/time	10.07.2023 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 19.06.2023 13.00 Hrs to 10.07.2023 till 14.00 Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC,RO Bangalore	10.07.2023 at 15.00 Hrs.
Tender Fee (To be deposited online)	Rs. 1180/- (Rupees One thousand one hundred and eighty only) Inclusive of 18 % GST.
EMD (To be deposited online)	Rs.25000/- each for Hassan, Davanegere, Mandya, Mysore, Haveri locations and Rs. 50000/- each for Raichur, Bellary and Dharwad
Address for Communication	National Seed Corporation Limited, Regional office, UAS Campus – Hebbal, Bangalore 560024
Clarification required (if any), the Contact Person is Incharge Production during working days.	Incharge Production <i>Email: nscbangalore.prod@gmail.com</i> <i>Ph.080-23415816</i>

1. Tender without EMD and cost of tender document (to be deposited through online) will be rejected. However, **MSMEs registered with NSIC** are exempted from payment of Tender cost and EMD, subject to furnishing valid documentary proof in support of claim along with their request letter.
2. NSC reserves right to make any alteration /modification in the tender document or cancel the tender at any stage without assigning any reason.
3. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.enivida.com>) and NSCL website www.indiaseeds.com.

Sd/-
Regional Manager

NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

INSTRUCTIONS TO THE BIDDER'S

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
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 un-mapping 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 fee, 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 ONE 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.

Technical Support	
Phone	8448288980, 8448288989, 8448288987, 8448288986, 8448288994
Email ID	eprochelpdesk.03@gmail.com , eprochelpdesk.01@gmail.com eprochelpdesk.06@gmail.com , eprochelpdesk.44@gmail.com

ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the E-Nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-Nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the E-Nivida Portal. For more information, bidders may visit the Portal (<https://indiaseeds.enivida.com>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enrol on the E-Nivida portal <https://indiaseeds.enivida.com> by clicking on the link "Bidder Enrolment".
- (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the E-Nivida Portal.
- (c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (f) After registration send mail to Helpdesk: enividahelpdesk@gmail.com for account activation.
- (g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- (a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- (c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- (a) Bidder should take into account any corrigendum published on the tender document before

submitting their bids.

- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to e- Nivida Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604 and Email is eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- (c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- (d) The bid should be submitted through E-Nivida portal <https://indiaseeds.enivida.com> only.
- (e) All payments should be done through E-Nivida Payment gateway.

SCOPE OF WORK

In performing the terms and conditions of the Contract, the contractor shall at all times act as an Independent contractor. The contract does not in any way create a relationship of principal and agent between NSC and the Contractor. The Contractor shall not act or attempt or represent itself an agent of NSC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal-to-Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The labour of the Contractor shall never, under any circumstances whatsoever, be entitled to claim themselves to be employees of the NSC

PROPOSAL EVALUATION

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out of only those contractor which fulfil the technical criteria.

a) Technical Bid

The Evaluation Committee appointed by NSC shall carry out its evaluation for the technical proposal.

The technical Bid **will be opened on 10.07.2023 at 15.00 Hrs** at the address given above and the Contractors are at liberty to be present or through their authorized agents at the time of opening. In case 10.07.2023 is declared as holiday, the tender will be opened at the same time on the next working day.

b) Financial Bid

Financial proposal of only those Contractors which fulfil the technical criteria will be opened and the date and time of opening of financial bid will be decided & intimated by NSC to such bidders separately. Contractors are at liberty to be present personally or through their authorized agent at the time of opening financial bid. Financial proposal should be inclusive of all taxes including GST where the GST amount should be mentioned separately.

The evaluation committee, after determining whether the financial bids are complete and without errors shall determine the lowest financial bid for conducting negotiation / award of contract.

SELECTION OF SUCCESSFUL AGENCY

The successful bidder/contractor after qualifying on the basis of Technical bid would be selected on the basis of lowest quoted rate.

The offer shall remain valid for a period of 180 days from the last date of submission of tender documents.

OBLIGATIONS OF THE AGENCY

The Contractor shall perform the processing and carry out their obligations with all due diligence, efficiency, confidentiality and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe secured methods. The Contractor shall

always act, in respect of any matter relating to this Contract, as faithful advisers to NSC, and shall at all times support and safeguard NSC's legitimate interests in any dealings with the third parties.

AWARD OF CONTRACT

The contract shall be awarded to the contractor, by conveying acceptance of the bid by NSC through registered/speed post/courier/email. Negotiation with the agency, if needed will be done before award of contract.

All the terms and conditions as stated in the Tender documents, Appendices and acceptance conveyed by NSC will constitute the contract between the Contractor and NSC.

The selected Contractor is expected to commence the assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement and on the terms & conditions specified.

NSC does not guarantee any definite volume of work at any time or throughout the period of contract.

The Contractor will be engaged for one year from the date of issuance of letter of intent and which may be extended for one more year on mutual consent, if service so provided found to be satisfactory as per terms & Conditions of the contract

Terms & conditions of the contract

1. The contractor shall undertake the responsibility for processing of seeds as allotted time to time and finish the work well in time as desired by the Corporation even on the phone or otherwise.
2. The contractor is not eligible for giving sub-contract.
3. The contractor shall be responsible to make any loss that may be suffered on these accounts by NSC and the same will be recovered or of loss incurred by NSC exceeding the amount of Security Deposit & Bill which may become payable to the work contractor.
4. The contractor shall be under the obligation to pay that amount on demand within a week time.
5. In the event of failure of the contractor to processing of seeds, it will be open to NSC to arrange seed processing at the cost of contractor and in the event of NSC being obliged to pay excess to such a processing, the amount paid shall be recoverable from the contractor with whom the agreement has been entered.
6. The payment made to the seed processing by NSC, the same bill deductible from the bills of contractor.
7. Labours engaged by the corporation shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness and the same shall be deposited either in cash or through recovery-adjustment from the amount at the credit of contractor.
8. NSC does not guarantee the minimum or maximum work load.
9. The rates quoted for different work are as per operations. No alteration of operation mentioned is accepted.
10. Contractor must check and confirm the processing machineries and its status available at NSC Operational Office before quoting the rate.
11. Contractor must check his offer thoroughly before submission & request for change of rates will in no circumstances be considered after opening of the tender.
12. The bills are to be submitted to the concerned Area Manager for verification. The contractor is required to submit the bills including full details of work done during the month through the Area Manager of the concerned Area Office.
13. Under any requirement, contractor will be responsible to bear the EPF, ESI etc., if any of the labours engaged by him.
14. The payment will be made by the Regional Office, NSC Bangalore after receipt of bills. Payment will be released on monthly basis for the bills received latest by 10th of following months.
15. The payment shall be made only through RTGS/NEFT to the bank account of the contractor.
16. The payment made/credit afforded to the contractor by NSC from time to time under the contract to be entered in to with the contractor shall be subject to the deduction of Income Tax at source according to the provision of Section 194-C of Income tax and the rules made there under.
17. All formalities regarding statutory payment and condition if any, on behalf of labours shall be the responsibility of contractor.
18. The regular cleaning of wastages outside of the godown at the dust collector shall be

the responsibility of the contractor.

19. Loses / shortages occurring due to the fault of operation provided by the work contractor, the cost therefore at the prevailing sale rates of the corporation shall be recoverable from the labour contractor bills.
20. The contractor is required to maintain full requisite record as per law and the NSC reserve the rights to call for such record for inspection by any of the nominated officer by the Regional Manager and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt instruction in this regard. In the event of failure on the part of work contractor and the contract can be terminated forthwith besides intimating other legalization as deemed fit by the National Seeds Corporation Limited.
21. The tenders not confirming the prescribed terms & conditions and or conditional tender shall stand rejected.
22. The Contractor should have been in existence for the last three years continuously (i.e. 2019-20, 2020-21 & 2021-22).
23. The Contractor should have at least three years (i.e. 2020-21, 2021-22 & 2022-23) of working experience of similar nature in Central Govt. Ministries / Departments / PSUs / Autonomous bodies / statutory bodies of GOI. (Certificate for having performed the work/service satisfactorily in the said ministry/Dept./Organisation should be attached).
24. The Contractor should have a **minimum turnover of Rs. 10,00,000/- (Rupees Ten Lakh only) for each location** every year from seed processing & related works in last three financial years i.e. 2019-20, 2020-21, 2021-22). Audited financial statement for last three years should be submitted along with the technical proposal. In case segment wise result is not mentioned in the audited financial statement, a certificate to this effect may be enclosed from Company's Chartered Accountant.
25. The Contractor should have the registration for GST, ESI, PF, etc., and also PAN details. (Proof in this regard may be attached).
26. Certificate / Licence issued by Labour department should be enclosed for engaging labour for similar type of work.
27. The tender shall be accompanied by interest free EMD (Rs.25000/- each for Hassan, Davangere, Mandya, Mysore, Haveri locations. Rs. 50000/- for Raichur, Bellary and Dharwad) to be deposited through NEFT/RTGS after generating E- Challan from <https://indiaseeds.enivida.com> or through bank guarantee or by submitting Insurance surety bond as a substitute for Bank guarantee. Tender without EMD may be rejected. EMD of technically disqualified tenderers will be returned through RTGS within 45 days of tender opening. Only MSME's are exempted for payment of EMD subject to valid documentary proof of registration with NSIC. The EMD of successful bidder will be retained and adjusted against the Security Deposit/ performance guarantee and others will be returned.
28. The successful bidder has to deposit Rs.50,000/- each for Hassan, Davangere, Mandya, Mysore, Haveri locations and Rs. 100000/- each for Raichur, Bellary and Dharwad locations as Security Deposit/ performance guarantee, within fifteen days of issue of work order along with execution of an agreement in Rs.200/- non judicial stamp paper. The Security Deposit will be refunded to the Agency on due and satisfactory performance of services on completion of all obligations by the Contract. Security deposit/performance security may be furnished in the form of Insurance Surety bond, account payee demand draft, fixed deposit from a commercial bank, bank

guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Procuring Entity's interest in all respects.

29. In case if the party breaches any clause of terms and conditions the service of the contract will be terminated and will be forced to forfeit the Security Deposit/ performance guarantee deposited by him.
30. The Contractor should not have been blacklisted or debarred by Government Organization / PSU etc. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.
31. The contract shall come into effect from the date of issuance of letter of intent by NSC. The selected Agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement. If the Agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

32. Expiration of Contract

Unless terminated earlier, Contract shall expire at the end of such time period after the effective date as specified.

Termination

(i) By Corporation (NSC):

NSC may terminate this Contract, by giving not less than thirty (30) days written notice of termination to the Agency, after the occurrence of any of the events specified below in clauses (a) to (c) of and sixty (60) days in the case of the event referred to in clause (d):

- (a) If the Contractor commits breach of the contract or does not remedy / rectify a failure in the performance of its obligations under the Contract.
- (b) If the Agency becomes insolvent or bankrupt;
- (c) If, as the result of FORCE MAJEURE, the Contractor is unable to perform a material portion of the processing for a period of not less than sixty (60) days; or
- (d) If NSC, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, the performance guarantee shall stand forfeited in addition to banning of Agency for a period of 2 years.

(ii) By Contractor:

The Contractor may terminate this Contract, by giving not less than thirty (30) days' written notice to NSC if it fails to pay any undisputed amount due to the contractor under the Contract, provided that if NSC pays such amount within the notice period such termination notice shall become in fructuous.

Payment upon Termination

NSC at its sole discretion may be decided & pay remuneration for processing satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of terms of contract by the Contractor.

35 FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as War, insurrection, restraint imposed by the Government, Act of Legislature or other Authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a party and which makes a Party's

performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of NSC and the Contractor shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Contractor is entitled to the payments for the portion of the work already completed before the happening of any event constituting Force Majeure culminating in termination of contract only if the purpose of NSC fulfilled partly to proceed further. Decision of NSC in this regard is final.

36 INDEMNITY

The Seed Processing Contractor hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NSC and its Directors, Officers and Employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Contractor or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.

AGREEMENT

The parties will enter into an Agreement in Rs. 200/- non judicial stamp paper, within 15 days from the date of issue of work order along with performance/ Security deposit.

37 OTHER TERMS AND CONDITIONS

- a) Online quotations should be submitted on or before 10.07.2023 by 14.00 Hrs and the technical quotation will be opened on the same date at 15.00 Hrs.
- b) Two bids may be submitted i.e. "Technical Bid" and the "Price Bid". The technical bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since 2019-20, registration of GST, PAN, ESI, PF etc., as indicated in the Tender. 'Price-Bids' of only those bidder will be opened, who has been found successful after evaluation of technical bid.
- c) Offered rates should be valid for one year from the date of commencement of contract.
- d) The Contractor shall comply with all provisions of labour laws and other statutory requirements in relations to the persons engaged including payments of minimum wages as lay down by or under any law in force and as amended from time to time.
- e) The engagement does not confer any right for continuation or extension of the contract on any account, and this is purely a short term temporary arrangement on contractual basis.
- f) All liability regarding Government dues as well as any human loss / injury during the course of work will be personal responsibility of the Contractor. The Corporation shall not be liable, in any case and an undertaking to this effect should be furnished by the Contractor. NSC shall not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer / worker in case of any

accident/mis-happening taken place at NSC premises.

- g) The labour engaged by the Contractor will be the labour of the Contractor and there will be no employer / employee relationship between the NSC and the contract labourer / workers. All the statutory liabilities and responsibilities will be that of the Contractor and NSC has no legal responsibilities on the same.
- h) The Contractor shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- i) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- j) Any changes in the terms of the document can only be made in writing and by mutual agreement. The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- k) Any notice, request, or consent made pursuant to the final contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/ speed post/ courier to an authorised representative of the Party.
- l) Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NSC or the Agency, may be taken or executed only by the officials authorised by their Competent Authority, respectively.
- m) Unless otherwise specified, the Contractor, and their personnel shall pay such taxes, duties, fees etc. as may be levied under Central / State law and the same will not be reimbursed by NSC under any circumstances, whatsoever.

Documents prepared by the Contractor to be the Property of NSC. All plans, charts, specifications, designs, reports and other documents and software submitted by the Contractor shall become and remain the property of NSC, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NSC, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of NSC.

ARBITRATION

In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, 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 in English Language. The court of Delhi shall have the jurisdiction.

Annexure-I

‘Technical & Commercial Bid’

(To be submitted in on-line mode)

S.No	Particulars	To be filled up / uploaded by the Bidder
1	Name of Tendering Contractor	Attach Certificate of Registration
2	Name of the Proprietor / Director of Company / Firm / Agency	
3	Detailed official postal address of the agency with i) Telephone number ii) Website address iii) E-mail id iv) Mobile number	
4	Proof of having operation office at Bangalore/Karnataka	(copy to be uploaded)
5	PAN Number	(copy to be uploaded)
6	GST Registration number	(copy to be uploaded)
7	EPF registration number	(copy to be uploaded)
8	ESI registration number	(copy to be uploaded)
9	Professional Tax registration number	(copy to be uploaded)
10	Annual Turnover of last three years; Copy of the IT Return / Certified copy of Audited Balance Sheet from Chartered Accountant to be uploaded for 2019-20, 2020-21, 2021-22	(copy of IT Return 2019-20, 2020-21, 2021-22 to be uploaded)
11	Licence from Labour Department to Engage Labour for similar works.	(copy to be uploaded)
12	Solvency Certificate for minimum amount of Rs 10,00,000/- for each location	(copy to be uploaded)
13	List of Major Clients (similar type of works) during 2020-21, 2021-22 & 2022-23. (Experience certificates to be enclosed)	(copy to be uploaded)
14	Whether the Contractor has been blacklisted by any Govt. organization. (Annexure - II)	(copy to be uploaded)
15	Names & designation of authorized persons eligible to enter into contract. (Power of attorney/Affidavit in favour of person signing the papers to be uploaded)	(copy to be uploaded)
16	Name of person to be contacted in the absence of authorized person mentioned above.	(copy to be uploaded)
17	Self-Declaration (Annexure - II)	(copy to be uploaded)

(TO BE PREPARED IN COMPANY LETTER HEAD & UPLOAD IN ONLINE PORTAL)

SELF - DECLARATION

I/We, M/s _____ (The name of the contractor/Bidder) have read and understood e-Tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

I/We M/s _____ (The name of the Contractor/bidder) hereby certify and confirm that We or any of Promoter / C.E,O / Directors / Managers are not debarred or blacklisted by any Govt. or Public sector or international donor agencies in India or any other jurisdiction to which we belong or in which we conduct business from participating in any project or being awarded any contract, either individually or a member of a consortium and such bar or blacklisting subsists as on the last date of submission of tender .

Date:	Signature	-----
Place:	Name	-----
	Complete Address	-----
	Seal	-----
	Phone No.	-----
	E-mail	-----

FORMAT FOR SUBMITTING FINANCIAL BID BY THE AGENCIES

(To be submitted in on-line mode)

Bidders should check and confirm the status of Processing machineries and other items of respective units before quoting the rate.

S.No	Proposed Work	Crop/Packing Size/Item	Bellary	Davangere	Dharwad	Hassan	Haveri	Mandya	Raichur	Mysore
1	Processing of seeds: Includes taking raw seed from where it is stored to processing machinery, processing of raw seed, packing in bulk, stitching, stacking of clean and reject seed separately, cleaning of processing plant and machinery) (Rate per Qtls)	Wheat & Paddy								
		Maize								
		Sorghum								
		Ragi								
		Red Gram, Black Gram,								
		Green Gram, Bengal Gram								
		Cowpea, Soyabean								
		GroundNut (Pod)								
		GroundNut (Kernal)								
		Hybrid Sunflower								
		French Bean								
Dolichos										
Any other vegetable seeds										
2	Packing & Tagging: Includes seed treatment of good seed, bagging, weighing, stitching & sealing with lead seal, secondary packing and stacking. Also includes cleaning of godown after completion of packing (Rate per Qtls)	1 to 3 kg								
		4 to 7 kg								
		8-10 kg								
3	Tagging: Includes dismantling from stacking, tagging & again stacking if required of Paddy, Wheat and Gram (Rate per Qtls)	10-15 kg								
		20 kg/30kg/40kg								
4	Printing of bags (Rate per Qtls)	Cloth bags/non-woven								
		Jute/HDPE bags								

5	Rubber stamping on bags (Rate per Qtls)	Cloth bags/non-woven							
6	Fumigation (Rate per Qtls)	All crops							
7	Godown spray (Rate per Godown)	Per Godown							
8	Revalidation (includes dismantling from stacking, putting revalidation seal and stacking; to be quoted per quintal) (Rate per Qtls)	1 to 5 kg							
		6-10 kg							
		10-15 kg							
		20-40 kg							
9	Bundling of bags (Rate per Gunny bags-50 Nos, HDPE bags - 100 Nos)	Gunny bags - 50 Nos							
		HDPE Bags - 100 Nos							
10	Cleaning of processing machienaries, godown and its Premises- Need Basis –Rate per Day basis	Day							

Note:-

This offer is made after taking into consideration and understanding all the terms and conditions stated in the Tender documents and agreeing to the same.
