



राष्ट्रीय बीज निगम लिमिटेड

(भारतसरकारकाउपक्रम-“मिनिरत्न”कम्पनी)

सीआईएन: U74899DL1963GOI003913

(आईएसओ 9001:2015 एवं 14001:2015 प्रमाणित कंपनी)

वेबसाइट: WWW.Indiaseeds.com

क्षेत्रीय कार्यालय:- बी-116-119,

स्वागत रेनफोरेस्ट II, कोबा हाइवे,

कुड़ासन, गांधीनगर (गुजरात)- 382419

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking-“Mini Ratna”Company)

(CIN : U74899DL1963GOI003913)

(ISO: 9001:2015 and 14001:2015 Certified Company)

Website: WWW.Indiaseeds.com

Regional Office: B-116-119,

Swagat Rainforest II, KOBA Highway,
Kudasan, Gandhinagar (Gujarat)-382419



क्रमांक : 4(11)/उत्पा./एन.एस.सी./आरओ-गांधीनगर/2024-25/

दिनांक: 10.05.2024

ऑनलाइन ई-निविदा सूचना / Online NIT

राष्ट्रीय बीज निगम लिमिटेड, गांधीनगर द्वारा अपने प्रोसेसिंग प्लांट एन.एस.सी., ईदर में वर्ष 2024-25 हेतु बीज विधायन कार्य करने के लिए सुयोग्य श्रमिक ठेकेदार, जो श्रमिक अनुबंध हेतु श्रम विभाग एवं प्रोविडेंट फंड विभाग में पंजीकृत हो, को नियुक्त करने हेतु दिनांक 01-06-2024 को 14:00 बजे तक राष्ट्रीय बीज निगम लिमिटेड, गांधीनगर में ऑनलाइन ई-निविदा 'दो बीड सिस्टम' में आमंत्रित की जाती है। आमंत्रित ऑनलाइन निविदाएँ दिनांक 01-06-2024 को दोपहर 15:00 बजे खोली जाएंगी। ऑनलाइन प्रपत्र एन.एस.सी. वेबसाइट www.indiaseeds.com पर देखा जा सकता है। यदि निविदा में किसी प्रकार का कोई परिवर्तन होता है, तो उसकी जानकारी एन.एस.सी. वेबसाइट से प्राप्त की जा सकती है।

National Seeds Corporation Limited invites online NIT in two bid system for appointment of annual labour contractor for FY 2024-25 for all works related with seed store- cum- seed processing plant located at NSC, Idar from intested suitable job contractors registered with labour & PF department for said contract upto 14.00 hrs of 01-06-2024. The invited online bids will be opened at 15.00 hrs on 01-06-2024. Online tender can be viewed at NSC's website www.indiseeds.com. The corrigendum / addendum, if any will only be available on NSC's website.

क्षेत्रीय प्रबन्धक / Regional Manager

National Seeds Corporation Limited
(A Govt. Of India Undertaking)
Kudasan, Gandhinagar

ONLINE NIT

No. 4(11)/Prod n./NSC/RO-GNR/2024-25

Dated-10.05.2024

Online tenders are invited under two bid system from the reputed and experienced labour contractors for processing / packing of seeds & other works related to store-cum-seed processing plant, NSC, Idar.

SN	PARTICULARS	DETAILS
1.	Date of issue of NIT	10-05-2024
2.	Date and time for submission of online bid	01-06-2024, 14:00 HRS
3.	Date and time of opening of Technical Bid in Online mode at NSC Gandhinagar	01-06-2024, 15:00 HRS
4.	Date and time of opening of Financial Bid in Online mode at NSC Gandhinagar	01-06-2024 / AFTER EVALUATION OF TECHNICAL BID
5.	Tender Fee: Online mode	Rs.1180/- (Incl. GST 18 %) (One Thousand One Hundred Eighty Only)
6.	EMD: Online mode	Rs. 30,000/- (Rupees Thirty Thousand Only)
7.	Address for Communication	Regional Manager National Seeds Corporation Limited B-116-119, Swagat Rainforest -2, Koba Highway, Kudasan, Gandhinagar - 382419
8.	Contact details:	079-46001444 E-mail: rm.ahmedabad@indiaseeds.com

Tender document may be seen on www.indiaseeds.com, <https://indiaseeds.enivida.com>, and <https://eprocure.gov.in>.

INSTRUCTIONS TO BIDDERS

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 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 bidsheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tenderfee, 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/secrecy 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, enivida2021@gmail.com,

Part- 1 TECHNICAL BID

ONLINE TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT NATIONAL SEEDS CORPORATION LIMITED (PROCESSING PLANT -IDAR) FOR THE YEAR 2024 & 2025

SN	Particulars	Descriptions
1.	Name & Address of the Tenderer	
2.	Name of The Proprietor / Partner	
3.	Labor License No. of The Tenderer / Organization along with (Copy of Registration)	
4.	EPF Registration No. (Encl. Copy of Registration)	
5.	ESI Registration No.(Encl. Copy of Registration) for implemented area under ESI	
6.	Income Tax Pan No. (Encl. Copy of PAN Card)	
7.	Income Tax Return for the last 2 years (Copy Encl.)	
8.	Goods & Service Tax No. (Encl. Copy of Service Tax No.)	
9.	Experience Certificate (Encl. Copy of Certificate)	
10.	Cost of Tender Form & Demand Drafts / Cash / Ref. No.	
11.	EMD Amount & Ref. No. / Demand Drafts Enclosed	
12.	Affidavit for not Black Listed. Enclose copy	

Date:

Signature

Party Name _____

Address: _____

Phone No. _____

E-mail: _____

To,

Regional Manager, National Seeds Corporation Limited, B-116-119, Swagat Rainforest-2,
Koba Highway, Kudasan, Gandhinagar-382419(Gujarat)

TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT SEED PROCESSING PLANT, NSC, IDAR

To

The Regional Manager
National Seeds Corporation Ltd.,
Gandhinagar

Part-2 COMMERCIAL BID

Reference : Your Online tender notice for appointment of job Contractor for the Year 2024 & 25.

Sir,

We have carefully gone through the terms and conditions prescribed for entering into contract as indicated in schedule-I appointment of job contractor for the year 2024-25. My / Our lowest and firm rates for different items of work relating to your NSC, Processing Plant, Idar (Gujarat) are quoted here under:-

Note: (Rates per Qtls for each item / items)

S N	Item No.	Item of work	Rate(Rs./Qtl)
1.	A	Loading / unloading of trucks and trolleys vice versa without weighment	
	B	Loading/Unloading of trucks and trolley's vice versa with weighment.	
2.	Indirect Packing		within same godown / building
A	I	<u>Grading & Bulk Packing (On raw seeds basis) :</u> Lot wise shifting of Raw Seeds from stack to grading machine i.e. Up to Hopper, its grading, filling in standard Gunny Bags (50 to 100 kgs), Weighing, Stitching of Graded Seeds filled in Gunny Bags, Sealing and lot wise Stacking the bags in the godown	
	II	<u>Small Packing :-</u> After receiving Test results, lot wise removal of graded seed bags from the stack, keeping the seeds in same godown, mixing with chemicals thoroughly/preparation of chemical packets for keeping in the seed bags, its weighing in different size bags, stitching of labels and tags, sealing, filling sealed cloth bags in gunny bags and stacking them in the godown. Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & colour for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor. Different sizes of packings are mentioned below :	
	1	0.50 Gms, 100 Gms, 250 Gms, 500 Gms & 750 Gms	
	2	1 kg to 1½ kg	
	3	2 kg to 3 kg	
	4	4 kg to 7 kg	
	5	8 kg to 12 kg	
	6	15 kg to 25 kg	
	7	30 kg to 35 kg	
	8	40 kg	
	9	50 kg to 80 kg	
3	Direct Packing:		

	All the operations of grading and packing in standard cloth bags/Jute Canvas Bags of different sizes of processed seeds. The operations will be - shifting of raw seeds lot wise from stack to grading machine for grading, treatment of seeds / preparation of treatment material packet, keeping packets in cloth bags/jute canvas bags/weighing of standard size bags, Stitching of bags along with labels, tags, and filling small bags in gunny bags, stacking in godown. Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & colour for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor. Different sizes of packings are mentioned below .		
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	
	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
	Above rates includes jobs of collecting of undersize seeds after grading, filling in gunny bags stitching weighing and stacking lot wise etc.		
4	Re-grading/Re-cleaning charges will be at par grading charges for bulk packing S. No. 2 (A-I).		
5	Indirect Re-validation:- Re-grading charges and Re-packing charges.		Re-grading Charges (per qtls.) Repacking Charges of Standard Lots (per qtls.)
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	
	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
	Above rates includes jobs of collecting of undersize seeds after Re-grading, filling in gunny bags stitching weighing and stacking lot wise etc. Separate bills will be submitted for each operation.		
6.	Direct Re-validation work-		
	Removal of bags from stack, opening of bags, arrange seeds lot wise for drawing samples by NSC officials, stitching of turned cloth bags, filling them in the gunny bags and stacking in the godown and later on after receipt of result from laboratory-de-stacking of bags, taking out cloth bags, stamping on each bags and stitching and restacking in the godown. (In this case, payment will be arranged after having completed full revalidation work and for the failed lots whose stamping is not required, 40% payment only will be paid to the contractor for such quantity).		
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	
	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
7	De-stacking and Stacking of Seeds & Other items (Within same Godown)		

8	Segregation of gunny bags and making of bundles of 50 nos. gunny bags and stacking in countable condition for serviceable and un-serviceable	
9	Shifting and Loading / Unloading of seeds from one godown to another godown -	
	i. Within premises (Godown No. 5,6 & 7)	
	ii. Within radius of 10 km	
	iii. 11 km to 30 km	
	iv. 31 km to 50 km	
10	Hand Picking:(Lot wise opening of bag, hand picking and refilling in bags & stacking)	
	a Groundnut	
	b Other than Groundnut	
11	Loading and unloading charges : Cloth bag, HDPE bag, Jute bag, Bundles/bales & Chemical Drum, bag. (Per Bundle/Bales/Drum/Bag)	
	a) 10 Kgs to 25 Kgs	
	b) 26 Kgs to 50 Kgs	
	c) Above 50 Kg	
12	Fumigation charges per quintal	
13	Spraying/Dusting charges (Per Godown)	
14	Rate for providing 1 manday for misc. works	
15	At Sr.No. 9(i) of financial bid, the meaning of premises is the godowns hired by NSC on the date of publication of the tender (i.e. Godown No. 5,6 & 7) only. The shifting from temporary hired godowns, other than godown No. 5, 6,& 7, will be governed on KM range basis even if temporary godown is hired in same complex of Savar Divela Sangh.	

- A) Packing material, labels, tags, leaflet, thread spools, Sealing Wax, Lead seals, Weighing Balances and Bag Closers will be supplied by NSC. In the emergency of work, Job Contractor may bring his own weighing balances and bag closers to cope up with the work for which he will not be paid any extra amounts. In the event of break-down in the bag closers supplied by NSC, the Labour Contractor is bound to get the bag closers repaired immediately at his own cost of which no reimbursement / payment would be made by NSC.
- B) Sealing may be either with lead seals or required number of wax or both as per the instructions of the in- charge Processing Plant / Area Manager.
- C) Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & color for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor.
- D) Seeds means Breeder / Foundation / Certified / Pedigreed and Labeled of any kind and variety of Seed.
- E) Within the same godown means in the space of godown and precincts of the same godown.

Signature:

Name in Block Letters:

Complete postal address:

.....

.....

Mobile/ Telephone No. (If any):.....



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SECTION – II

ONLINE TENDER DOCUMENT FOR NSC LTD. PROCESSING PLANTS, IDAR

Online tenders super scribed "TENDER FOR APPOINTMENT OF JOB CONTRACTOR" for the year 2024/25 for NSC, Idar store-cum-seed processing plant is invited on prescribed Tender Form from Labour Contractors registered with labour & EPF/ESI department to undertake the different items of work with tender document. However, in case the valid labour license is not provided along with tender or due for renewal, the contractor will have the liberty to furnish the same within 15 days time from the date of receipt of work order. Even if, the contractor fails to furnish the license within scheduled time, the Corporation will have the right to forfeit their Earnest Money deposit straightway and contractor will have no right for its refund.

TERMS & CONDITIONS

1. The tenderer must fill in their rates both in words and in figures in the tender form. There should be no alternations or over writing in the rates quoted by the contractor. However, if it becomes inevitable the corrections should be made by encircling figures to be altered / over writing duly attested by the contractor. Any correction not attested in any tender form will lead to rejections of the tender.
2. Payment made / credit afforded to the Labour Contractor by NSC from time to time under the contract to be entered in to with the Labour 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.
3. Income Tax as per rules will be deducted at source.
4. All the Taxes as applicable shall be borne by the contractor.
5. Under any statutory requirement, contractor will be responsible to bear the EPF and ESI, if any of the laborers provided by him.
6. The Job Contractor should be equipped himself with the sufficient labour force to perform complete the work relating to processing and packing of seeds as per the schedule of work given by Area Manager & Plant In-Charge. The minimum height of stack will be 12th ft except Soyabean.
7. The Job Contractor is allowed to complete the above minimum requirement of seeds delivery in one shift but because of any reasons which are beyond his control, he may complete the above said quantities in 2nd shift or 3rd shift.

8. In the emergency of dispatch of seeds, the Job Contractor has to run two or three shifts or get more laborers or both to cope with the volume of work which is to be completed within specified period without loss of time.
9. The Job Contractor has to be provided required numbers of labours for the job within 18 hours' notice by the concerned Area Manager. If he fails to do so, the job can be performed by other laborers and excess amount paid for it will be deducted from the bill of the contractor.
10. NSC does not guarantee the minimum or maximum workload. The work is purely need based.
11. The Labour Contractor cannot sublet the above labour contract to any contractor and the Labour Contractor shall remain present all the time at the Processing Plant during the work.
12. In case the grading work is not found satisfactory by Inspecting Officer, then contractor has to undertake regrading of such quantity up to the satisfaction and no extra payment will be paid to contractor for such work.
13. NSC may sublet the contract, if the party shall not give the satisfactory output of day to day work.
14. Job Contractor shall present bills in duplicate duly verified by the In-charge, Processing Plant and the concerned Area Manager. Payment will be made once in a 15 days on monthly basis from the Regional Office, NSC, Gandhinagar through RTGS/NEFT only.
15. The agreement entered into with the labour contractor shall be valid for one year and the same can be renewed with the mutual written consent of the parties if needed so for next year also at same rates. However, in case of failure on the part of Labour Contractor to comply with any of the conditions, the Regional Manager, NSC, Gandhinagar reserves the right to terminate the contract at any time.
16. In case any misconduct or shortcomings by the Labour Contractor or by his labourers which lead to any monetary loss to the Corporation is noticed, the Competent Authority is empowered to recover the loss from contractor and may cancel the contract and the Labour Contractor will have no right to claim for any compensation for misconduct or shortcomings by the Labour Contractor or by his labourer.
17. The regular cleaning of wastages outside of the godown at the dust collector shall be the responsibility of the contractor.
18. The contractor is required to maintain full requisite record as per bye-law such as attendance and wages disbursement register in report of laborers provided by the contractor to NSC and the NSC reserve the right to call for such like record for inspection by any of the nominated officer by the RM and labour 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 for work contractor and contract can be terminated forthwith besides intimating other legalization as is deemed fit by the National Seeds Corporation Ltd.
19. Our Processing Plant comes under the Factory Act, 1948 and accordingly the Contractor has to pay the wages to the minimum wages act of state to the labourers engaged by him for the work at the Processing Plant and such payment register / documents have to be verified by the concerned Area Manager / In charge Processing Plant. In case the contractor will not pay full wages to the concerned labourers according to the Job Contractors Act, 1970, the differences of wages if any will be recovered from the contractor bill / security after arranging payments to the labourers by NSC.
20. The tenders not confirming the prescribed terms & conditions and or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such

tenderers who may wish to be present. The decision about the acceptance of tenders will be taken on the date of opening of the tenders or as soon as thereafter be possible.

21. By and large, the contract will be offered to the tenderer which is L-1 in more number of slabs. However, NSC, Gandhinagar reserves the right to reject any or all to accept any or part of the offer made and further he reserves the right to allot specified jobs to different tenders and split the job without assigning any reasons.

22. The successful tenders shall be intimated by the letters or other means of communication and the tenders so informed shall be bound from the time of transmission of Gandhinagar the acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve us merely confirmation of the initial intimation and shall not effect the time from which the offers is/are bound by the contractor(s). **The successful tenders is required to enter into an agreement on non-judicial stamp paper of Rs. 500/. Cost of stamp paper will be borne by labour contractor.**

23. The Corporation shall not be bound to accept the lowest tender, any and /or all the tenders may be rejected without assigning any reason whatsoever and Regional Manager. NSC, Gandhinagar reserves the right to reject any or all to accept any or part of the offer made and further he reserves the right to allot specified jobs to different tenders and split the job without assigning any reasons. The decision of the NSC Gandhinagar in the matter shall be final and binding in all respects and it will not be challengeable by any of the tenderer.

24. The tenders received from black listed labour contractor by NSC or any other Govt. department shall not be considered. Notarized affidavit in this respect must be submitted by tenderer.

25. The cost of tender form is Rs. 1180/- per set (Not refundable) will be paid online

26. The online Tender forms shall be accepted by NSC Ltd. Gandhinagar up to 14:00 hrs of 01-06-2024. and will be opened on the same day at 15:00 hrs in presence of the tenderer who may wish to be present or their representative, if any. In case tender opening date happens to be holiday, than tender will be accepted and opened on next working day at same time.

27. The contract may be discontinued at any time at the desecration of Regional Manager and without assigning any reason.

28. 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.

29. In the event of any difference or dispute arising out of or in connection with the agreement entered into with the Job Contractor, the same will be referred to the jurisdiction of a Sole Arbitrator to be nominated by the Chairman-cum-Managing Director of NSC on application being made to him by either of the parties. There shall be no objection to such person being nominated as an Arbitrator being in any manner concerned with either NSC or the Government of India or any other Government Undertaking. The Arbitrator so appointed shall have the power to decide and determine its own procedure and shall make an award in such time as may be possible in the circumstances of the case.

30. 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.

31. An earnest money deposit (EMD) of Rs.30,000/- (Thirty Thousand only) will be deposited online. The EMD of unsuccessful tender(s) will be refunded without interest within first 30 days.

32.The 2% of the net amount payable to contractor per bill will be retained by National Seeds Corporation Limited as retention money (Security Money) and shall be refund to contractor on completion of contract satisfactorily along with EMD, both without interest.

33.The Security deposit will be discharged by the corporation and returned to the contractor the date of satisfactory completion of the contract. They have no claim in respect of the contract or relating there to or arising there from against NSC.

34.Contractors have to attend processing plant work under the terms & conditions of NIT and as per instructions of Area Manager NSC, Idar and **execute an agreement on non-judicial stamp paper of Rs.500/- under the clause No. 22.** The contractor will ensure renewal of License validity, EPF Code, ESI Code time to time within the time frame of work order & ensure payments to labours and deposit EPF / ESI, Challans, etc. timely.

35. All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof arising out of or concerned directly or indirectly with the contract/ tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi / Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage. In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

36. 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 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.

REGIONAL MANAGER