

राष्ट्रीय बीज निगम लिमिटेड

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

REGIONAL OFFICE: SECUNDERABAD-500 017

(CIN NO: U 74899 DL 1963 GOI 003913)



SHORT -NOTICE INVITING E-TENDER

FOR PIECE RATE WORKS OF DIFFERENT OPERATION OF PROCESSING AND PACKING OF SEEDS
AT AREA OFFICE GUNTUR UNDER REGIONAL OFFICE, SECUNDERABAD

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

ON NSC e-Portal: <https://indiaseeds.enivida.com>

Cost of Tender document		₹ 590.00 (Including GST & Non-Refundable)
Earnest Money Deposit	Guntur	₹ 30,000.00(Rupees Thirty Thousand only)
Security Deposit	Guntur	₹ 70,000.00(Rupees Seventy Thousand only)
Tender document available	From	01.06.2024, from 10:00 hours
	To	07.06.2024 up to 14:00 Hours
Opening of tender (technical bid)		07.06.2024 up to 14:30 Hours
Opening of tender (financial bid)		After evaluation of technical bid
Name & Address of the Authority		Regional Manager NSC Regional Office, SECUNDERABAD 500 017
Telephone		040-27731152
E-mail		rm.secunderabad@indiaseeds.com .
Engg Section, Secunderabad		9570948708
IT Section, Secunderabad		9885750587
Website		www.indiaseeds.com

**Regional Manager
NSC, Hyderabad**

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)
REGIONAL OFFICE: SECUNDERABAD 500 017

F. No. Engg 11(01)/Rate Contract/NSC: HYD/24-25/

Date: 30.05.2024

SHORT NOTICE INVITING E-TENDER
FOR PIECE RATE WORKS OF DIFFERENT OPERATION OF PROCESSING AND PACKING OF SEEDS
AT AREA OFFICE GUNTUR UNDER REGIONAL OFFICE, SECUNDERABAD

NATIONAL SEEDS CORPORATION LIMITED (NSCL), a fast growing “Mini Ratna” Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of Certified Seeds. Regional Office, Secunderabad invites **E-Tenders** through NSC Procurement Portal URL <https://indiaseeds.enivida.com> under **two bid** systems from reputed and experienced agencies / firm for execution of piece rate works of different operation of processing & packing of different kind of seeds at Guntur. The different operation of processing and packing are involving with machinery and also with labour. The **PIECE RATE CONTRACTOR** is allowed to utilise the machineries available with NSC. The details of works to be carried out, machineries available at different locations and eligibility & other criteria may be viewed from the tender document. NSC reserves the right to modify, expand, restrict, re-tender or cancel the Tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

The cost of tender document (non-refundable) of 590.00/- (Including GST) and **EMD of 30,000.00/- (Rs. Thirty Thousand only)** for each location can be paid through e-Portal <https://indiaseeds.enivida.com>

The tender document containing Tender Forms, Specifications, terms and Conditions, destinations etc. can be seen and downloaded from our portal <https://indiaseeds.enivida.com>. Tender Document can also be downloaded from NSC’s website: www.indiaseeds.com or Central Procurement Portal www.eprocure.gov.in. A bid without payment of Tender cost and EMD is liable for rejection. However, **MSMEs registered with NSIC** or Udyog Aadhar Memorandum or District Industries Centre (DIC) or Khadi and village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Director Handicrafts & Handlooms are exempted from payment of Tender Cost and EMD, subject to furnishing valid documentary proof in support of claim along with their request letter. Bidder has to submit the tender in online by following the instructions of the e-portal <https://indiaseeds.enivida.com>. Any further corrigendum(s) to this tender shall be published only on our website www.indiaseeds.com and e-portal <https://indiaseeds.enivida.com>. Hence, all concerned are requested to follow up the website/e-portal.

REGIONAL MANAGER.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL INFORMATION:

National Seeds Corporation Limited (NSCL), a “Mini Ratna” Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of Certified Seeds, Regional Office, Secunderabad invites **E-Tenders** through NSC Procurement Portal URL <http://indiaseeds.eproc.in> under two bid systems from reputed and experienced **agencies / Firm** for processing & packing of different kind of seeds at operational Guntur under NSC Regional Office, Secunderabad.

2. TERMINOLOGY

Unless the context otherwise required, the following terms whenever used in this document have the following meanings:

CONTRACT: Means the Contract signed by the parties, to which these GCC are attached together with all the documents listed/ required in such signed Contract.

Piece Rate Work: Works on unit basis (per quintal or per number) execution through Machineries and manual.

GOVERNMENT: Means Government of India or State Government, as the case may be.

COMPETENT AUTHORITY: Means Competent Authority of National Seeds Corporation Ltd, Secunderabad. (NSCL)

CORPORATION/ NSC: Means National Seeds Corporation Limited

CONTRACTOR: Registered Agency / Firm

C1 INDIA PRIVATE LIMITED: Service provider to provide the e-Tendering Software.

3. SCOPE OF WORK

The piece rate works are mainly processing and packing of seeds which is carried out by machinery as well as by manual. At every Area Office Guntur, the total quantity to be processed and packed in a year may ranges from **10000 qtls to 50000 qtls (approximately)**. The packing may range 1kg packing to 60 kg at different sizes and the packing material will be provided by NSC. The contractor has to execute the works as per the requirement of Area office. The piece rate work contractor is allowed to utilise the machineries available with NSC, Guntur. The piece rate works of different operation of processing & packing of different kind of seeds at Area office Guntur.

In performing the terms and conditions of the piece rate work Contract, the contractor shall at all-time 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.

4. Machineries and equipment's available.

Unit Name	Machinery and Equipment available
Guntur	Seed Processing Plant, Weighing balance, Stitching Machine/Bag Closer, Iron shifting trolley etc.

INSTRUCTIONS TO THE TENDERES / BIDDER – ONLINE MODE

(1). ACCESSING / PURCHASING OF BID DOCUMENTS:

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/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized

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

individual.

(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet

Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). QUOTATION OF PRICES: - Tenderer shall give final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote the rates for entire work as mentioned in the financial bid and inclusive of all taxes and charges if any. The Agency/ Firm / Contractor is free to apply for one Area Office or for all and EMD & security deposit to be paid as per requirement.

(5). PRINTED TERMS & CONDITIONS OF TENDERING FIRM: - The Bid with any Additional and conditional terms and conditions of the tender by the party shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms will be rejected by the Corporation.**

(6). OPENING AND EVALUATION OF APPLICATIONS.

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(7). 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 bids of those contractors who 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 07.06.2024 at 14.30 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 07.06.2024 is declared as holiday, the tender will be opened at the same time on the next working day. The tenders not confirming the prescribed terms & conditions and or conditional tender shall stand rejected.

b) FINANCIAL BID

Financial bids 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.

(8). 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 90 days from the last date of submission of tender documents.**

(9). OBLIGATIONS OF THE PIECE RATE WORK CONTRACTOR

The Piece rate work 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.

(10). NEGOTIATION: - As the tender is for finalization of rates contract, there will be negotiation on L-1 rates with L-1 party and work order will be issued on the negotiated & accepted rates for processing & packing seeds.

(11). AWARD OF CONTRACT

The work Piece rate work 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.

As the piece rate works are involved both machinery and labours apart from use of machinery available with NSC for execution of works, the contractor is at his /her liberty to engage any number of workers but the work as required by NSC is to be completed within the stipulated time. The NSC is paying only for work executed based on the rate per Unit. Any payment to the labourers for any work is the responsibility of the piece rate contractor. The Contractor is responsible for any statutory payment Viz., EPF & ESI. NSC does not guarantee any definite volume of work at any time or throughout the period of contract.

The piece rate Work 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.

The processing and packing of seeds is time Bound and at one unit and at particular crop/variety, the execution by 2-3 parties are not possible due to integral processing and packing operations. Hence, 2-3 or more parties cannot be involved in different operations for one crop/variety at one location. Therefore, the contract will be decided based on L-1/negotiated L-1 rates who have quoted for major operations. Further if two or more parties quoted same rates, the party who accepted negotiated L-1 rates will be considered. The Order will be given to one party who is L-1 rates and accepted the negotiated rates for maximum no of operations for a particular unit.

(12). DISCLAIMER:

The vender must read all the instruction in the tender document and submit the same accordingly AND the Applicant must read and wholly understand all the instructions in the tender Document and submit the same accordingly.

GENERAL TERMS & CONDITIONS

1. The Piece Rate Work 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. While executing the work, if any loss occurred due to untoward incidence, the contractor shall be responsible for any loss that may be suffered on these accounts by NSC and the same will be recovered from the work contractor's pending bills or security deposit or from any other source.
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, NSC is free to arrange seed processing at the cost of contractor and in the event of NSC being obliged to pay excess to such a processing, over and above the approved rates, the same shall be recoverable from the contractor.
6. The expenditure so incurred by NSC for the work not executed by the contractor, will be recoverable from the contractor, 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.
7. NSC does not guarantee the minimum or maximum work load.
8. The rate quoted for different works is on per unit basis (quintal or number) and per operation. No alteration of operation mentioned in the financial bid by NSC is accepted.
9. Contractor must check and confirm the processing machineries and its status available at NSC Operational Offices before quoting the rate.
10. Contractor must check his offer thoroughly before submission & request for change of rates will in no circumstances be considered after opening of the tender.
11. The bills are to be submitted to the concerned Area Manager for verification. The contractor is required to submit the bills by 10th of succeeding month, with full details of work done during the month to the Area Manager of the concerned Area Office, who will further forward to NSC Regional Office, Secunderabad for processing and payment.
12. Under any circumstances, the contractor will be responsible for remittance of statutory payment such as EPF, ESI etc., to any of the labours if engaged by him.
13. The payment shall be made only through RTGS/NEFT to the bank account of the contractor.

14. 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.
15. Cleaning of processing plant machinery and premises once the work is completed, is inclusive of the Processing and packing operations mentioned in the tender.
16. 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 contractor bills.
17. 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.
18. The Contractor should have at least two years of working experience of similar nature in Central Govt. Ministries / Departments / PSUs / Autonomous bodies / statutory bodies of Central or state Governments. (Certificate for having performed the work/service satisfactorily in the said ministry/Dept./Organisation should be attached).
19. The Contractor should have a **minimum turnover of 10, 00,000.00/- (Rupees TEN Lakh only)** per year from seed processing & related works in last two financial years i.e. 21-22 & 22-23 or 23-24. Audited financial statement for last Two 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.
20. The Contractor have the **Registration for GST, ESI, EPF, etc., and also PAN details. (Proof in this regard may be attached).**
21. Certificate / Licence issued by Labour department should be enclosed for engaging labour for similar type of work.
22. **EMD of 30,000.00/-** (Rupees Thirty Thousand only) as per online procedure to be submitted. The EMD of successful bidder will be retained and adjusted against the Security Deposit/ performance guarantee and others will be returned.
23. The successful bidder has to deposit **Rs. 70,000.00/-** (Rupees Seventy Thousand only) as Security Deposit/ performance guarantee, within fifteen days of issue of work order along with execution of an agreement in **Rs. 100/- 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.

24. 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.
25. The Contractor should not have been blacklisted or debarred by Government Organisation / PSU etc. He may furnish an undertaking to this effect on his letter head duly signed by authorised person of the firm/company.
26. 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 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.

27. **AWARD OF CONTRACT**

The work Piece rate work 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.

28. **AGREEMENT**

The parties will enter into an Agreement in **Rs. 100/- Non Judicial Stamp paper**, within 15 days from the date of issue of work order along with performance/ Security deposit. The Successful Tenders within 7 days from date of issue of order shall furnish the Security in accordance with the condition of the contract. **Cheque will not be accepted.**

29. **Payment.**

The contractor has to submit the bill on monthly basis, based on the work executed during that particular month at concerned Area Office. The same will be scrutinised and forwarded with recommendation by the Area Manager to Regional Office for payment. After receipt of bills at Regional Office the payment will be made within 30 days after deduction of any dues and taxes if any. All payment will be made only at Regional Office.

30. **SUBSTITUTED PERFORMANCE OF CONTRACT: -**

If the contractor fails to execute the work as per Area Manager requirement, then NSC shall have the option of substituted performance through a third party or by its own agency, and, recover the expenses and other costs incurred, spent, or suffered by NSC, from the contractor.

31. **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 (60) 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.

32. 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.

33. 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.

34. ARBITRATION & SETTLEMENT OF DISPUTES:

In case any dispute arises between the 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 the parties to resolve issue under the provision 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 the 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.

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.

35. INDEMNITY

The **Agency / Firm is** 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.

36. Corrupt Gifts & Payments of Commission: -

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor, his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the contractor to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the contractor under this or any other contract or may recover the same by appropriate proceedings.

37. OTHER TERMS AND CONDITIONS: -

- a) Online bid should be submitted on or 07.06.2024 by 14.00 Hrs and the technical bids will be opened on the same date at 14.30 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 2021-22, registration of GST, PAN, ESI, EPF etc., as indicated in the Tender. 'Price-Bids' of only those bidders 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.

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: SECUNDERABAD

ANNEXURE-I, Part-A

‘TECHNICAL & COMMERCIAL BID’

(To be submitted in online 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 Guntur/Vijayawada/Vishakhapatnam	(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	Annual Turnover of last three years; Copy of the IT Return / Certified copy of Audited Balance Sheet from Chartered Accountant to be uploaded for 2020-21, 2021-22 and 2022-23 or 23-24.	(copy of IT Return 2020-21, 2021 -22 and 2022-23 or 23-24 to be uploaded)						
10	Licence from Labour Department to Engage Labour for similar works.	(copy to be uploaded)						
11	Latest Solvency Certificate for minimum amount of Rs 2,50,000/-	(copy to be uploaded)						
12	List of Major Clients (similar type of works) during 2021-22, 2022- 23 or 2023-24	(copy to be uploaded)						
13	Names & designation of authorized persons eligible to enter contract. (Power of attorney/Affidavit in favour of person signing the papers to be uploaded)	(copy to be uploaded)						
14	Name of person to be contacted in the absence of authorized person mentioned above.	(copy to be uploaded)						
15	Self-Declaration (Annexure - I)	(copy to be uploaded)						
16	Registration no under Shops & Est. Act (Enclose copy of the registration)							
17	Experience certificate a) NSC, or b) From Govt. /Semi Govt. /PSU for similar work. (Copy enclosed)							
	Experience (enclose details)							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Name of PSUs/Govt.Dept.to whom Manpower provided</td> <td style="width: 33%;">Date award of contract to Provide manpower</td> <td style="width: 33%;">No. of person provided</td> </tr> </table>	Name of PSUs/Govt.Dept.to whom Manpower provided	Date award of contract to Provide manpower	No. of person provided	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Skill led</td> <td style="width: 33%;">Semi- skilled</td> <td style="width: 33%;">unskilled</td> </tr> </table>	Skill led	Semi- skilled	unskilled
Name of PSUs/Govt.Dept.to whom Manpower provided	Date award of contract to Provide manpower	No. of person provided						
Skill led	Semi- skilled	unskilled						

ANNEXURE – I, Part-B

**(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	-----

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: SECUNDERABAD

ANNEXURE – II,: A.O, GUNTUR

FINANCIAL BID

(To be submitted in on line mode)

S. No	OPERATION : GUNTUR	Crop/Packing Size/Item	Rate Quoted in Rs.
1	PROCESSING, PACKING AND STACKING OF SEEDS: - Includes taking Raw Seed and packing materials from where it is stored by manually (Labour or Hamalies) or by machinery {within the Campus} to processing machinery, processing of raw Seeds, packing in bulk packing's, weighing & stitching of bags, stacking of clean and reject seed bags separately with pallets arrangements {within the Campus}, cleaning of processing plant and machinery) (Rate per Qtl) Bulk packing means above 30 kg and up to 60 kg for crops such Ragi, Bajra, Red gram, Black gram, Green gram, all minor millets and Jute etc. Direct Packing means packing 20 kg / 25 kg / 30 kg size for crops such as Bengal gram / Soya Bean / Paddy/Black Gram/G. Nut etc. including above operations. (Rate per qtls)	Paddy	
2		Ragi, Bajra, all minor millets	
3		Red Gram, Green Gram Black Gram, Bengal Gram	
4		Jute, Sun hemp	
5		Cowpea, French Bean, Bhendi Dolichos	
6		Sunflower / Sesame	
7		Chilli	
8		Any other Vegetable	
9	Coating/Colouring of Seeds: - Includes taking Raw Seed from where it is stored (within campus), colouring with Seeds coating machine & Drying of Seeds etc. operations by manually (Labour or Hamalies) or by machinery. Rs/qtls.	All Crop	
10	SMALL PACKING & TAGGING: Includes Seed treatment of Good seed, Bagging, weighing, stitching & sealing with Lead seal, Secondary packing and stacking etc. operations by manually (Labour or Hamalies) or by machinery. Also includes cleaning of godown after completion of packing work (Rate per Qtl). Bulk packing in 60 kg and stacking into Godown with the campus by manually (Labour or Hamalies) or by machinery.	1 to 2 kg	
11		3 to 4 kg	
12		5 to 10 Kg	
13		16 kg	

14	TAGGING: Includes dismantling from stacking, tag stitching & again lot wise stacking etc. operation by manually (Labour or Hamalies) or by machinery. (Rate per Qtl)	20 kg/25 kg/30kg/40kg	
15	REVALIDATION (includes dismantling from stacking, putting Revalidation Seal, secondary packing and again lot wise stacking etc. operation by manually (Labour or Hamalies) or by machinery, and Rubber stamping on NWB/HDPE/Jute/Cloth Bags by manually. (Rate per Qtl)	1 to 2 kg	
16		3 to 4 kg	
17		5 to 10 kg	
18		16 kg	
19		20 kg/25 kg/30kg/40kg	
20	Cleaning & Bundling of bags (Rate per Gunny Bags-50 Nos, HDPE bags -100 Nos)	Gunny bags - 50 Nos	
21		HDPE Bags - 100 Nos	
22	Cleaning of In & Around Premises -Need Basis –Rate per Day basis	Day	
23	RE-CLEANING OF SEEDS: - Includes dismantling from stacking, lot wise segregation, removal of tags, re-cleaning etc. operations by manually (Labour or Hamalies) or by machinery. (Rate per Qtl).	Up to 25kg	
24		Above 25 to 40kg	
25		Above 40kg to 60kg	

Note: - The offer will be valid for 90 days from the last date of submission of this bid. The offer is made after taking into consideration and understanding all the terms and conditions stated in the Tender documents and agreeing to the same.

Signature of Authorize signatory / proprietor