

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम - मिनी रत्न कंपनी)

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

CIN: U74899DL1963GOI003913

**REGIONAL OFFICE: 17-11, TUKARAM GATE
NORTH LALAGUDA, SECUNDERABAD-500017**

Telephone No: 040-27731152/27730635

rm.secunderabad@indiaseeds.com



**TENDER DOCUMENT
FOR CUSTOM PROCESSING, PACKING & STORAGE
OF
VARIOUS CROPS/VARIETIES
PRODUCED DURING KHARIF 24**

LATE DATE AND TIME FOR RE-CEIPT OF ONLINE BID	UP TO 15:00 HRS. ON 06.11.2024
DATE AND TIME OF OPENING OF TENDER BID	AFTER 15:30 HRS. ON 06.11.2024



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(भारत सरकार का उपक्रम - मिनी रत्न कंपनी)

क्षेत्रीय कार्यालय : 17-11, तुकाराम गेट,

नार्थ लालागुड़ा, सिक्ंदराबाद -500017

Website: www.indiaseeds.com

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING- MINIRATNA)

REGIONAL OFFICE: 17-11, TUKARAM GATE

NORTH LALAGUDA-SECUNDERABAD-500017

E-mail: rm.secunderabad@indiaseeds.com

Phone No. 040-27731152/27630486

F. No. Engg 2(01)/Khf-24/NSC: HYD/24-25

Dated: 16.10.2024

NOTICE INVITING TENDER

E-tenders is invited under **Two Bid System** from the reputed and experienced Custom Processors for Processing, Packing and Storage of various crop such as Ground Nut, Red Gram, Ragi, Soyabean & Black Gram etc. The processing plant should be registered with State Seeds Certification Agency and License should be valid up to **31st December 2025**.

Excepted Crop and Quality which needs to Process: -

S. No.	Producer Unit	Tentative location	Tentative qty. (qtls.)	Tentative Crop
1.	Kurnool	Kurnool/Ananthpur/Ongole	24515.00 qtls	Groundnut, Red gram (Arhar), Ragi, Sorghum(Hyb)
2.	Guntur	Guntur/Ongole/Prakasam/Tanku	1200.00 qtls	Red gram (Arhar), Sorghum(Hyb)
3.	Nandyal	Kurnool/Nandyal/Ananthapuram/Ongole	24884.00 qtls	Groundnut, Red gram (Arhar), Ragi, Sorghum.
4.	Warangal	Jagityal	150.00 qtls	Soyabean

Tender document can be downloaded from www.indiaseeds.com or enividahelpdesk@gmail.com.

Date of issue of NIT	17.10.2024
Tender Document Download Start Date/time	17.10.2024 onwards
Tender Document Download End Date/time	06.11.2024 up to 15:00 Hrs
Date and time of opening of Technical Bid in Online mode at NSC Secunderabad	After 15:30 Hrs, 06.11.2024
Tender Fee (To be deposited online only)	Rs. 1180.00/- inclusive GST18%
EMD (To be deposited online only)	Rs. 50000.00 (Rupees Fifty Thousand)
Address for Communication	Regional Manager National Seeds Corporation Limited 17-11, Tukaram gate North Lalaguda Secunderabad-500017 +91-9980894657 rm.secunderabad@indiaseeds.com
Contact Person for help (Phone & E-mail), if require	V Venugopal (IT) : 9885750587 Suryashekhar Pandit (Engg) : 9570948708

(A Britto)
Regional Manager

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम - मिनी रत्न कंपनी)

SECTION – I

Part-A

INSTRUCTIONS TO THE BIDDER'S- ONLINE MODE

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 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 enroll on the E-nivida module of the 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 and Tender Processing 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, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com, eprochelpdesk.03@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.**

GENERAL TERMS AND CONDITIONS TO TENDERER

- 1. ADVICE FOR TENDERERS:** The tenderers are advised in their own interest to carefully read the tender document and understand their purport and unless the tender specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender document and submit the tender accordingly.
- 2. Tenderers interested to quote against this tender must quote for **Processing, Packing and Storage of Seeds as Mentioned in NIT. Party should have experience in the processing packing work with required facility such machinery, storage space and Labours.****
- 3. SUBMISSION OF OFFER:** - Offer must be submitted **Offline under Two Bid System.** The prescribed tender form is provided in the tender document at Section-II. The tenderer may attach additional sheets wherever detailed description is necessary. **Only that party should tender who accepts all the terms and conditions because conditional tender may be treated as void.**
- 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 tender inclusive of all taxes and charges such as Unloading & loading of seeds, cleaning, packing, stacking, storage etc.
- 5. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:** - Printed terms and conditions of the tender 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 have been rejected by the Corporation.**
- 6. EARNEST MONEY: EMD is fixed as indicated in Notice Inviting Tender of the tender document. I) EMD to be submitted by means of DD or online Transfer before the submission of tender's date & time. In case, Online Transfer, the detailed information regarding transfer of amount has to be sent by E-mail immediately to regularizes the transaction.**
II) Exemption of earnest money deposit for Indian Manufacturers/contractors which are registered with NSIC under Single point registration scheme: Indian manufacturers/suppliers who are **Micro Small Medium Enterprises (MSME) and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not

be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

III) The Public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any **Scheduled Commercial Bank** for a term of 6 months or one month after completion of transaction whichever ever is earlier.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'b' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSM's) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE CONSTRUCTION WORK WILL BE CONSIDERED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FEE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

7. **FORMAT AND SIGNING OF TENDER:** - (a) **Tenderers** are required to submit their tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. It shall be signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.
8. **PROCEDURE FOR SUBMISSION OF TENDER:** - The Tenderers shall attach technical specifications of quoted item, Instruction to Tenderer, Terms and Conditions of contract as per Section-I, II, & III of tender document, requisite EMD, profile of the company as per Section-III along with documents as per the check list and other document if any in support of offer. All papers should be authorized signed.
9. **MODIFICATION AND WITHDRAWAL OF TENDER:** - The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.
10. **DEADLINE FOR SUBMISSION OF TENDERS:** - Tender must be received by the purchaser not later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

11. **LATE TENDER:** - After deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will not be entertained.
12. **OPENING OF TENDER:** - The Corporation will open the sealed tenders by the committee in the presence of bidders or their authorised representative, who wish to present. The “**Technical bid**” will be **opened on the date of opening tender** and technical qualification to commercial bids will be evolved based upon an examination of the documentary evidence submitted in **technical bids as well as based on the report of Area Managers regarding infrastructure available at the processing plant of bidder**. The commercial bids of qualified bidders of technical bids will be opened on 04.11.2024 at 15:30 pm at Ro, Secunderabad.
13. **CLARIFICATION OF BIDS:** - To assist in the examination, evaluation and comparisons of tenders, the Corporation may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
14. **FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited in the following circumstances.
- a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:
- OR
- b) In case of a successful Tenderer, if fails:
- i. To sign the contract in accordance with clause no. 22 (a)
- ii. To furnish security deposit in accordance with clause no. 22 (b)
15. **VALIDITY OF OFFER:** - The tenderer shall keep their offers open for acceptance for a **period of 90 days from the date of opening of the tender**. In case the last date happens to be a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.
16. **AWARD CRITERIA:** - The bidder has the facility of Seed storage godown of **3000 qtls** minimum in addition to processing facility and having the **200 qtls** daily processing and packing capacity.
17. **PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:** - The Corporation reserve the right at the time of award of contract to increase or decrease the quantity as per requirement or even cancel the entire work specified in the schedule of requirements without any change in price or other terms & conditions.
18. **PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** - The Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the Corporation’s action.

NSC reserves the right to terminate the contract of processing at any time with one month's notice to the Custom Processor/ Contractor or immediately if the work found unsatisfactory in matter quality, Grading, handling and packing etc.

19. **NEGOTIATION:** - As the tender is for finalization of rates contract, there will be negotiation on L-1 rates with all the eligible bidders and work order will be issued on the negotiated & accepted rates for processing & packing of seeds.

20. **Award of work:** - As the processing and packing of seeds to be taken up nearby at our production Areas, the work order will be given to different party at negated L-1 Rates for different quantity. The quantity for processing & packing may vary from location to location in accordance with production our different seed production plots.

21. **EXTENSION OF ORDER:** - The validity of the tender/work order shall be extended to a period of further one year or Two season **from** the date of placing initial order on mutual agreement of Corporation and custom processer on the same rates and same terms and conditions.

22. **CONTRACTS:** -

A) **SIGNING OF CONTRACT:** -The successful tenderers within 7 days from date of issue the Order shall sign an agreement as per the corporation format on Rs. 100/- Non-Judicial Stamp Paper. The terms and conditions contained in the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tendered and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the contractor and send typed agreement for signature of the contractor. The cost of stamp paper shall be recovered from the contractor payments.

B) **SECURITY MONEY:** - The Successful Tenders within 7 days from date of issue of order shall furnish the Security in accordance with the condition of the contract. The Security can be furnished @10 % of the value of the order by adjusting EMD or Rs. 1,00,000/- which is higher.

Cheque will not be accepted.

23. **REFUND OF EARNEST MONEY:** -

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ NEFT and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

(B) SUCCESSFUL TENDERERS: - **(i)** The successful tenderers shall sign agreements as per the corporation format with the terms and conditions of the tender document and shall deposit the

security money within 7 days from the date of issue of order/acceptance of tender, deposit by demand draft or online security in the manner indicated in clause – 22 of section- I Part-B.

II. After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

24. **DISPUTES or DIFFERENCES:** - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-I of Part 'B' of tender document i.e. General terms and conditions of the contract.

25. **Default & Risk Clause:**

(a) Should the Custom processor in any manner or other-wise fail to perform the job order or should it fail to complete the order in time according to the specifications or should it have winding up the order made against it or make or enter in to any arrangements or composition with its creditor or suspend payments (or being a company should enter in to liquidation either compulsory or voluntary) the Corporation shall have power under the hand of Regional Manager to declare the contract at the end at the risk and cost of the custom processor in every way. In such case custom processor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation may be put incur or sustain by reason of, or in connection with custom processor default.

(b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, it may take up the work in such a manner as it deems appropriate custom processing similar to these so terminated and the custom processor shall be liable to the Corporation for any excess cost for such similar works provided that the custom processor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

26. **Force majeure:** -

21.1 Notwithstanding the provisions of Clause 20, the custom processor shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

21.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the custom processor and not involving the custom processor's fault or negligence and not Foreseeable. Such events may include, but are not limited to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the custom processor shall promptly notify the Corporation in writing of such conditions and the cause thereof within 48 (Forty-Eight) hours. Unless otherwise directed by the corporation in writing, the custom processor shall Continue to perform its obligations

under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

27. 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.

28. 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 loss 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.

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office: Secunderabad

SECTION- II

PART-A

National Seeds Corporation Limited, Secunderabad is interested to get the processing of **various crops such Ground Nut, Red Gram, Soyabean, Ragi & Black Gram as etc.** which are produced in this region on custom basis. The tender is invited from the reputed and experienced Custom Processors/ Contractors, who have processing facility such as Seed Storage godown, Seed Processing Machinery like Seed Cleaner cum Grader, Gravity Separator, Seed Treater, Weigh Bagger, Sealer, Moisture Meter, bag closer, back up electric supply by Generator etc. and trained and professional man-power for operation and management of seed processing plant. The processing Plant should be registered with Telangana or Andhra Pradesh State Seeds Certification Agency and License should have been renewed with sufficient validity period.

(1) Quantum of seeds for processing:

* It is expected that the sizeable quantity of fresh stock may be available in Kharif-2024 season. The quantity can vary depending upon the season and vagaries of nature. NSC will first utilize its own capacity then quantity will be spared to Custom Processors, so quantity for processing cannot be assured.

The NSC does not take guarantee to provide the quantum if availability is affected by natural factors/ any other decision of the management.

Custom Processing work has to be got done at the following locations:

- i) Kurnool, Ananthpur & Gooty
- ii) Guntur & Ongole
- iii) Praksam/Tanuku
- iv) Nandyal/Kadiri
- v) Jagityal

The quantity at each plant will vary according the arrival of raw. The location of the Seed Processing Plant should be around production area convenient for transportation of raw seed to N.S.C seed growers. N S C may allot in case of more quantity and rate difference the quantity at Seed Processing Plant to more than one custom processor in one district/location.

Period of Contract:

This contract will be for a period of one season (Extendible up to one year or one season) and if mutually agreed it can be extended for further one year or Two season at the same rates and same terms and conditions.

(2) Eligibility as a Custom Processor/ Contractor:

- i. The processing Plant should be registered with either with APSSCA or with TSSOCA and License should have been renewed for the current year or having suitable validity.
- ii. The Custom Processor/ Contractor should be experienced in carrying out custom processing and packing of all kinds' seed and experienced party shall be given preference.
- iii. The Custom Processor/ Contractor should have seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Seed Treater, De-stoner, Elevator, Weigher Bagger, Sealer, Moisture Meter, bag closer etc. in good condition and having capacity Two to four tons per hour so as to complete the processing of above quantum of seed. The make of the machinery must be from the reputed companies.
- iv. The Custom Processor should be able to complete the processing of seeds within time limit given as availability of seeds timely for marketing is a crucial parameter for NATIONAL SEEDS CORPORATION LTD.
- v. The Custom Processor should have sufficient trained and professional man-power at the plant. The staff has to be available and if required for running the plant in three shifts, additional qualified and experienced staff will have to be engaged by the Custom Processor/ Contractor if there is need to complete the processing and packing.
- vi. It is the responsibility of the Custom Processor/ Contractor to arrange Generator Set in case electric power supply is off, delay in processing on account of power off will not be tolerated and it will be penalized. Therefore, Custom Processor/ Contractor have to arrange Generator Set either on rent or his own for running the plant.
- vii. The Custom Processor should be able to run the plant by engaging labours/ handling labours and professional staff with the minimum pay and allowance as applicable as per Government rules and regulations and various Acts and provision of Laws. It will be the responsibility of the **Custom Processor/ Contractor to produce all the records to the Government authority like Factories Inspector, labours Inspector, Statistical Department, Pollution Control Office, Shops and Establishment Office, Weights and Measures Office etc. There shall be no liability of the Corporation on this account.**
- viii. **The Custom Processor/ Contractor should have registration with Assistant Commissioner of Labours for engaging labours and handling labours more than 40 numbers and also registration from Shop and Establishment Office.**
- ix. The Custom Processor / Contractor should have GST Registration, Professional Tax registration and PAN card.
- x. The custom processer should have the good facilities for seed processing and storage of seed. The processing plant should be in good condition i.e. proper cleaning, ventilation, space etc. & following the standard requirements.

- xi.** The processing plant building & Seed Storage Godown should have well protected premises either by wall or fencing.
- xii.** Required number of labours male and female and additional labours should be made available for processing work.
- xiii.** The Custom processor/ contractor should run plant in two or three shifts as per the processing load allotted by NATIONAL SEEDS CORPORATION LTD to complete the processing within time limit given by National Seeds Corporation Ltd. In case of load shedding/ continuous power failure the custom processor / contractor should run the plant by using DG set either owned or hired so that processing should be completed within time limit given by NATIONAL SEEDS CORPORATION LTD. National Seeds Corporation Ltd will not provide DG set, diesel, oil etc. neither NATIONAL SEEDS CORPORATION LTD will bear any extra expenditure.
- xiv.** The customer processor should have the insurance against fire theft and burglary and also responsible for arranging sufficient safety system for seeds stored inside the processing plant and godown as well as for the workers working under this contract. In case of any eventualities, the compensation given by the insurance company has to be extended to the National seeds corporation to the extent of loss incurred by NSC. NSC will not be responsible for any workmen compensation, in case of any eventualities.
- (3)** The quality of the seed has to be maintained in the storage as well as quality of seeds at the time of processing has to be maintained well as per the directives of NATIONAL SEEDS CORPORATION LTD officers posted at the plant. All the standard procedures of Seed Certification agency have to be followed while processing. The custom processor should allow technical staff of NSC to monitor the processing and packing of seeds at any time.
- (4)** In case any lot fails in germination and the corporation forced to take up reprocessing as per guidelines of certification agency then the charges payable will be for only grading.
- (5)** The custom processor should allow the concern grower at the time of processing as per the request of NSC Technical staff and should hand over all the undersized and rejected seeds to the growers as per the direction of technical staff of NSC only.
- (6)** The custom processor should return all un used packing material and labels of NSC after completion of processing and packing.
- (7)** All records related to seed processing and stock details are to be maintained by custom processor as per the rules and regulation of certification agency.
- (8)** Sufficient Security/ watch and ward have to be provided by the Custom Processor/ Contractor. No charges will be provided by NATIONAL SEEDS CORPORATION LTD for this.
- (9)** Custom Processor/ Contractor or his authorized representative should always be present in the plant to attend to the problems of seed growers, labours, handling labour and to attend the Seed Certification Agency and NATIONAL SEEDS CORPORATION LTD officer.

- (10) The processing and packing of seeds are to be done as per schedule given by technical staff of NSC and in case of delay, penalty @ **Rs. 10/- per quintal per day will be charged** to the Custom Processor/ Contractor for a period of fifteen days and thereafter seed stock will be moved from the plant and it will be processed either at NATIONAL SEEDS CORPORATION LTD own plant or at other plant and full amount of processing expenditures and transport and handling expenses incurred will be recovered in advance from the defaulter custom processor.
- (11) **The seed stock is to be maintained in good condition, the fumigation, spraying and dusting, cleanliness, sweep age will have to be carried out by Custom processor on time to time by own arrangement.** Any damage to raw seed or seed stored in the processing plant / godown and loss there off will be recovered from the custom processor by NSC. In no case the Custom Processor deliver the seeds of NSC to any grower or any party without the presence of technical officer of NSC.
- (12) It will be the responsibility of Custom Processor/ Contractor to provide sufficient staff, labours and handling labours to run the plant and to maintain the records and management and operation of plant. Only for supervision NSC will depute a technical official and all the processing and packing works to be carried out only in the presence of NSC Technical official.
- (13) The Custom Processor/ Contractor should keep good liaison with Seed Certification officers and all concerned Government Officers.
- (14) There should have no mortgage for NSC seeds stored in the godown of Custom Processor's Godown at any stage, from any financial institutions.
- (15) All the payments of processing contract will be released by the concerned Regional Manager's office as under by Demand Draft / Online and Demand Draft commission is to be borne by the Custom Processor/ Contractor.

Custom Processing Charges & Payment terms:

1. The Custom Processor has to quote the processing rates on per quintal basis for graded Seeds. The Processing charges are to be quoted on good seed basis for processing, packing and storage of seeds (up to July 31st-2025). The seed to be stored up to 31st July 2025, if the seed stored after 31st July 2025, the rental charges will be paid as par with NSC approved rates or CWC or SWC rates whichever is lower.
2. The first 80% of the payment will be released for **graded and packed quantity** after completion of processing & packing.
3. While submission of bills the custom processor should ensure return all the material such as processing, Packing & Certification materials etc. with their account to NSC and Certification materials to SCA. Also all records like Control Register, tagging register, tag account register, Gate pass and Release orders etc. should be handed over to NSC and SCA.
4. Only after obtaining receipt/NOC from concern Area Manager of NSC, the balance 20% payment will be released.
 - **TDS or other charges as applicable on each bill amount will be deducted from each bill.**

INSTRUCTIONS FOR CUSTOM PROCESSOR:

A. Processing rates:

The processing rates will include following components: -

- (i) Unloading of raw seed from trucks / seed growers' lorry & stacking in to godown with proper weighing and mentioning lot no. of raw seed.

B. The processing rates will include the following activities;

- I. Unloading of raw seed/carry over seed and stacking of seeds.
 - a) Writing Grower's name, receipt number, lot number etc on each and every gunny bags. Required ink, color will have to be arranged by Custom processor/ Contractor.
 - b) Assist to NSC Officials in drawing the sample from each and every bag while unloading. Custom processor/ Contractor will have to use his own sampler.
 - c) Assist to NSC Officials in checking moisture content of lot. Custom processor/ Contractor will have to use his own moisture meter.
 - d) Assist to NSC Officials in bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor.
- II. Processing of raw seed i.e. lot wise grading of raw seed on air screen seed cleaner, gravity separator, spiral separator seed treatment (slurry or dry). If National Seeds Corporation Ltd desires to put treatment materials like thirum inside the good seed bags, then the packets of the same will have to be prepared by Custom processor/ Contractor. No separate charge will be given for the same. Empty packets will be provided by National Seeds Corporation Ltd for packing, weighing of good seed and low grade, Stitching of good seed bags either with tags and labels or without tags and labels. Stitching of low grade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bag, bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to STL/QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor. Writing and maintenance of all records i.e. control register, grading/shift register, tagging register, history register, and any record as per directives of National Seeds Corporation Ltd representative and SCA.
- III. MRP and other matter printing on good seed bags as desired by National Seeds Corp'n Ltd
- IV. Entire certification charges will be paid by NATIONAL SEEDS CORPORATION LTD.
- V. Responsibility of National Seeds Corporation Ltd is to provide all processing materials required for packing of good seed such as Non-Woven bags/HDPE bags etc. All other miscellaneous processing materials like ink, colour, printing facilities, rubber stamps, stencils, thread Spool, bag closer Machine etc. will have to be provided by custom processor.

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: SECUNDERABAD

TECHNICAL BID

SECTION- III

PART-A

1. The Custom Processor/ Contractor has to provide the following documents in: -

Name of the Seed Processing Plant with complete address, contact no. & E-mail address	Registration No. with State Seeds Certification Agency of the state.	Factory License No:-	Area of godowns (In Sq Feet) with plan and elevation (Drawing certified by professional Engineer/ Architect)
1	2	3	4

(A copy of Document has to attached)

2. Assistant Commissioner of Labour and relevant Board: -

License No (Assistant Commissioner)	CPF Registration No. (From CPF Commissioner of the State)

(Copy Attached)

3. Seed Processing Work Experiences: -

Year/Season	Crop/variety	Processed Qty (in Qtls)	Seed proceeds for the company

4. Registration: -

GST No.	Professional Tax registration	Business Carry over	Seed processing and Plant Registration

(A copy of Document has to attached)

5. Income tax Details: -

PAN NO.	Return of last Three years		

(A copy of Document has to attached)

6. Details of Processing capacity: -

S No.	Processing capacity (TPH)	Processing capacity per day in qtls

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7. Name of the seed processing plant machinery available and installed.

S. No.	Name of machine	Make & Model	Capacity MT/Hr	No. of machines	Year of uses	Remark
1	Seed Pre cleaner					
2	Air Screen Seed Cleaner Cum grader					
3	Sp. Gravity Separator					
4	V.B. Elevator					
5	Seed Treater					
6	Moisture Meter					
7	Bag closer					
8	Weigher Bagger					
9	Weighing balances 300 kg. capacity					

Note: For any machine available other than above machines may be written in above format.

8. List of professional man-power available with the Custom Processor/ Contractor to carry out the processing at plant with photo identity.

S. No.	Name of Employee	Qualification	Experience
1			
2			
3			

(Additional Sheet may be attached)

I have read all the terms and conditions mentioned in this tender document and I have also experience of running Seed Processing Plant and understood the processing operations to be carried out at my plants.

*NATIONAL SEEDS CORPORATION LTD technical representative will visit the plant of Custom Processor before opening Price Bid. Hence, information must be factual.

Signature of Processor

Name of Processor (s)

Seal of Processor

Address & Mobile No:

Date

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: SECUNDERABAD

SECTION-III

PART-B

AFFIDAVIT

(ON PARTY LETTER HEAD)

Certificate-1

I /We _____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc., where I /We had provided the custom processing during the last _____ years and no arbitration case is pending with NSC.

Certificate-2

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

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

NATIONAL SEEDS CORPORATION LIMITED

REGIONAL OFFICE: SECUNDERABAD

{Financial Bid}

(To be filled online)

SECTION- IV

Processing and packing rates inclusive of work mentioned in NIT: -

A. Processing and packing of Various crop of kharif-24 season

Processing of seed and Packing Size	Packing size in kg	Rate offered per quintals, Rs/Qtl. (Including GST if applicable and all other charges on Packed Seed Basis/Good Seed Basis)	
		Rate in Rupees.	Rate in words
Processing of Raw seeds & Packing in 1 kg to 1.5 kg Size in Now-woven Bags and filling in outer HDPE bags in 40-50 kg or 60 kg size including allied all operations as specified in NIT, Rate: Rs/qtl	1 kg to 1.5 kg	Rate quoted	In Qtls
Processing of Raw seeds & Packing in 2 kg -3kg Size in Now-woven Bags and filling in outer HDPE bags in 40-50 kg or 60 kg size including allied all operations as specified in NIT, Rate: Rs/qtl	2kg -3 kg	Rate quoted	In Qtls
Processing of Raw seeds & Packing in 4 kg to 5 kg Size in Now-woven Bags and filling in outer HDPE bags in 40-50 kg or 60 kg size including allied all operations as specified in NIT, Rate: Rs/qtl	4 kg to 5 kg	Rate quoted	In Qtls
Processing of Raw seeds & Packing in 10-15 Kg Size in HDPE/Jute /BOPP Bags including allied all operations as specified in NIT, Rate: Rs/qtl	10-15 Kg		
Processing of Raw seeds & Packing in 20 Kg Size in HDPE/Jute /BOPP Bags including allied all operations as specified in NIT, Rate: Rs/qtl	20 kg	Rate quoted	In Qtls
Processing of Raw seeds & Packing in 25 kg to 30 kg Size HDPE/Jute /BOPP Bags including allied all operations as specified in NIT, Rate: Rs/qtl	25 kg to 30 kg	Rate quoted	In Qtls
Processing of Raw seeds & Packing above 30.10 kg/bulk packing in HDPE/Jute /BOPP Bags including allied all operations as specified in NIT, Rate: Rs/qtl	Above 30.10 kg or bulk	Rate quoted	In Qtls

B. Processing and packing of Ground Nut Pod of kharif-24 season

S. No.	Particulars/Operations	Packing size in kg	Rate offered per quintals, Rs/Qtl. (Including GST if applicable and all other charges on Packed Seed Basis/Good Seed Basis)	
			Rate in Rupees.	Rate in words
1	Processing and packing in 20kg Packing size as per NIT	20kg	Rate quoted	In Qtls
2	Processing and packing in 30kg Packing size as per NIT	30kg	Rate quoted	In Qtls

NOTE:

- 1. The rates should be quoted only on quintal basis for the mentioned operations.
- 2. If the rates quoted other than qtls basis, the bid will be rejected.
- 3. The custom processor has quote the rates for location as per their own processing plant location only or the financial bid to be filled for the location based on their processing plant location.
- 4. The bidder may not quote the rates for other than their location of plant.

Location

Name of custom processor & Seal
Date

National Seeds Corporation limited

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम - मिनी रत्न कंपनी)

CHECK LIST OF ENCLOSURES FOR TECHNICAL & COMMERCIAL BIDS:

S. No.	Particulars	yes/ No	Document Proof uploaded yes/No
1.	Tender fee as per NIT (Non- refundable): - DD/Online Transfer Details		
2.	EMD as per tender DD/Online Transfer Details		
3.	Certificate of registration of the firm (attached copy)		
4.	Partnership Deed if Partnership firm.		
5.	Authorization for signing if it is limited Company or partnership firm.		
6.	An affidavit of ownership if proprietary Firm/sole traders.		
7.	Seed Processing plant licence		
8.	PAN Number		
9.	Income-tax Return for the current & two Previous Financial years. (23-24, 22-23 & 21-22)		
10.	Machinery details		
11.	Bank Details with Address and IFSC Code		
12.	Copy of Registration for GST, if available (not-mandatory)		
13.	Experience certificate of seed processing and packing in past 3 years of Govt./Semi-Govt./PSU/Govt. societies etc. (proof of work such as work order, completion certificate etc.)		
14.	Affidavit certificate that not black listed/Debarred and no arbitration case Pending in this office.		
15.	MSME / NSIC certificate with validity of time and item with MSME UDYOG ADHAR MEMORANDUM, If having		
16.	Complete filled and attested Technical Bid documents as per Section IV (part-A & B) with supporting documents.		
17.	Additional documents/information if any in support of tender with proof.		
18.	Address of the Seed processing plant And address of the owner of processing plant		
19.	Phone number of processing plant in charge		
20.	E-mail id		

Note: - Copy of all the relevant documents have to be uploaded by the tenderer through online. In absence of any above document, **tender may be considered for rejection.**

Name of custom processor & Seal