

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

OFFICE: REGIONAL OFFICE – CHANDIGARH, MOHALI

INDUSTRIAL AREA, CHANDIGARH- 160062 (Punjab)

(CIN NO: U 74899 DL 1963 GOI 003913)



E-TENDER FOR HIRING OF SEED STORAGE GODOWN CUM OFFICE SPACE AND CUSTOM SEED PROCESSING WORK for NSC, AO-JALANDHAR

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE

InOffice of NSC, Ltd., Regional Office - Chandigarh

Publish Date of Tender	26.11.2024
Tender Document Download/Sale Start Date	26.11.2024 at 10:00 Hours
Seek Clarification Date & Time	From 26.11.2024 at 10:00 Hours To 16.12.2024 at 14:00 Hours
Tender Fee (not refundable)	Rs. 1180/- (Rupees Five Hundred Ninety only) inclusive of 18% GST
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lakh only)
EMD and Tender Document Available For Online Submission	From 26.11.2024 at 10:00 Hours To 16.12.2024 at 14:00 Hours
Name & Address of the Authority	Regional Manager, NSC Ltd., Plot No. – 24, Industrial Area Phase- IX, Mohali, Chandigarh – 160062 PUNJAB
Telephone	+91-8920543184
E-mail	rm.chandigarh@indiaseeds.com nsc.chd.engg@gmail.com
Website	www.indiaseeds.com
E-Tender website	https://indiaseeds.enivida.com

NATIONAL SEEDS CORPORATION LIMITED

(A Govt. of India Undertaking)

REGIONAL OFFICE - CHANDIGARH

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NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE – CHANDIGARH

Plot No. 24, Industrial Area Mohali Phase-IX, Chandigarh-160062

No.:NSC/RO/CHD/5(10)/Engg/2024-25

Dated: 26.11.2024

TENDER SUMMARY

The E-tender invited for hiring of Seed Storage Godown cum Office Space and Custom Seed Processing Work under two bid system from the Private Parties/ Co-operative Societies/ Government Warehousing Corporation/ Private Companies registered firms having the sufficient storage facility in Godown, storage experience, valid seed storage license for storage of Various kind of Seeds and seed processing plant with valid license & registered with concerned State Seeds Certification Agency near our Production Centre National Seeds Corporation Limited, Area Office-Jalandhar in Punjab state or in Jalandhar/ Kapurthala/ Gurdaspur/ Amritsar (Districts) and for processing of stocked seed like Wheat, Paddy, Fodder Crop, Berseem, Vegetables, etc. as shown below:-

Sl.N o.	Description	Requirement	Hiring Period	Tender Fee (in Rs.)	EMD (in Rs.)
1	Hiring of Seed Storage Godown cum office space	Suitable for storage of seed and Other material with Office area for NSC staff or execution of day to day work related to seeds	Approx 10 months	Rs. 1180/- (inclusive of 18% GST)	500000.00
2	Custom Seed Processing Work	2 to 4TPH Seed Processing Plant			

The details of e-tender are as follows:

PARTICULARS	DETAILS
Name of the tender	E-Tender for hiring of Seed Storage Godown cum Office Space and Custom Seed Processing Work
Location of Present Office, Godown and Seed Processing Plant	Area Office – Jalandhar, National Seeds Corporation Limited, C 25, Focal Point, Bye Pass, Jalandhar – 144004 (PUNJAB)
Location of Godown and Seed Processing Plant to be hired	Jalandhar/ Kapurthala / Gurdaspur / Amritsar (Districts)
Period of Contract	January-2025 to October-2025
Tender Document Sale Start Date / time from	26.11.2024, 10:00 AM
Tender Document Sale End Date / time	16.12.2024(Till 14:00 Hrs.)
Date and time for submission of Technical bid	From 26.11.2024 at 10:00 Hours To 16.12.2024 at 14:00 Hours
Date and time of opening of Technical Bid via online mode	From 16.12.2024 at 15:00 Hours
Date and time of opening of Financial/Price Bid via online mode	After completion of Technical evaluation
Tender Fee (not refundable)	Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) inclusive of 18% GST
EMD	Rs.5,00,000/- (Rupees Five Lakhs only)
Address for Communication	Regional Office – Chandigarh, National Seeds Corporation Limited, Plot No. 24, Industrial Area Phase-IX, Mohali, Chandigarh – 160062 (PUNJAB)

Clarification required if any the Contact Person is	1. Junior Engineer (Engg.), RO-Chandigarh Mobile: 8920543184 2. Area Manager (AO-Jalandhar), Mobile: 8619968556
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1. Tender document will be available on NSC e-Portal: <https://indiaseeds.enivida.com> Up to 16.12.2024 till 14.00 hours for uploading.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender EMD amount should be submitted online along with cost of tender document.
4. *(Technical bid) will be opened on 16.12.2024 at 15:00 hours.*
5. *(Price bid) will be opened of Technically qualified bidders after evaluation of technical bid.*
6. Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A of the tender documents through online portal only.
7. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
8. Micro Small Enterprises (MSEs) Vendors having Udyog Aadhaar Memorandum or Udyam Registration Certificate or registered with District Industries Center (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME for the quoted item are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.
9. The successful bidders have to sign "Integrity Pact" with NSC.
10. Tender without EMD and necessary documents as per tender document will be rejected
11. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.
12. Quantities and number of above works may increase or decrease.

Regional Manager
RO – CHANDIGARH

PART-A

INSTRUCTIONSTOBIDDER–ONLINE MODE

Regional Office – Chandigarh, National Seeds Corporation Limited, Plot No. 24, Industrial Area Phase-IX, Mohali, Chandigarh – 160062 (PUNJAB) invites all interested and eligible firm for participation in e-Tender for Hiring of Seed Storage Godown cum Office Space and Custom Seed Processing Work.

I. ACCESSING/PURCHASINGOFBIDDOCUMENTS

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. REGISTRATIONPROCESSONONLINEPORTAL

- 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 into the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: enividahelpdesk@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

2. TENDERDOCUMENTSSEARCH

- 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. BIDPREPARATION

- 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. BIDSUBMISSION

- 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. AMENDMENTOFBIDDOCUMENT

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. ADDITIONAL INSTRUCTIONSFORVENDORS

- a) 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.
- b) 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
- c) Bidders must have a valid email id and mobile number.
- d) Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details
- e) Once bidder DSC is mapped with the user id, the same DSC must not be used for another user

id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.

- f) Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- g) 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
- h) Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- i) Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs. 550/- per tender(NOT REFUNDABLE) as per portal norms by online mode on 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 tender Portal to intimate the bidder through e-mail in case there is any corrigendum issued to the tender document.
- j) Bidders are advised to read complete BoQ/ SoQ/ Price Bid/ Financial Bid and Terms & Conditions before quoting rates in the bid document.
- k) 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.
- l) Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- m) Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
- n) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/ Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
- o) Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
- p) 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.
- q) 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.
- r) 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.
- s) 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.
- t) 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

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- nvida Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **9355030617, 844828898**

Tel: 011-49606060

Email ID – enividahelpdesk@gmail.com, enivida2021@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

- It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, the tendering unit will not be responsible for such eventualities.

PART- B

Terms & Conditions for Hiring of Seed Storage Godown cum Office Space and Custom Seed Processing Work

The terms & conditions for E-Tender for Hiring of Seed Storage Godown cum Office Space and Custom Seed Processing Work for the Area Office – Jalandhar, National Seeds Corporation Limited, C 25, Focal Point, Bye Pass, Jalandhar – 144004 (PUNJAB).

ADVICE FOR BIDDERS:

The Bidders are advised in their own interest to carefully read the tender documents and understand their purpose unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in tender document.

Tender Fee (not refundable) & Earnest Money Deposit (Refundable):

Tender Fee of Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) and EMD amount Rs. 500000/- (Rupees Five Lakh only) must be deposited before due in online mode only (As per instruction in Tender Document). Micro Small Enterprises (MSEs) Vendors having Udyog Aadhaar Memorandum/ Udyam Registration Certificate or registered with District Industries Center (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME for the quoted item are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request. (Registration certificate to be attached)

Submission of Offer:

Offer must be submitted in prescribed tender input form in online mode (as per tender documents). Only those parties should participate in tender who accepts all the terms & conditions because conditional tender may be treated as void.

The tenderer/bidder compulsory to quote their rates in all the items in Rupees format in the financial/price bid, if the tenderer/bidder fills the rates as Zero or remain blank of any item; it will be treated as the tenderer is not interested to do the mentioned work in tender/bid documents, in that case the tender/bid will be cancelled.

BID OPENING AND EVALUATION:

Bids will be open in online (As per instruction in Tender Document).

The Financial Evaluation should be done on Minimum sum of all the factors mentioned below:

- a) Seed Packaging (inclusive of all mentioned below)
 - 31-40 Kg. packaging rates per qntls. * 10000 Qntls.(tentative)
 - 21-30 Kg. packaging rates per qntls. * 600 Qntls.(tentative)
 - 11-20 Kg. packaging rates per qntls. * 1 Qntls.
 - 06-10 Kg. packaging rates per qntls. * 100 Qntls.(tentative)
 - 03-05 Kg. packaging rates per qntls. * 1 Qntls.

- 0-2 Kg. packaging rates per qntls. * 2000 Qntls.(tentative)
 - 41-50 Kg. packaging rates per qntls. * 1 Qntls.
- b) Godown cum Office = Godown cum Office per Sq.ft./ month * hired/contract period (in month) * 6500 sq.ft.
- c) Loading and Unloading Rates (inclusive of all mentioned below)
- For Packed Seed/Graded Seed/ Carry over Seed = Loading Rates per quintal * 1 Qntl.
 - For Packing/ Treatment Material/ Pallets/ Other item or material = Loading Rates per quintal * 1 Qntl.

i.e., Minimum sum of (a+b+c) is the criteria taken for Financial evaluation for selection of L-1 bidder in the Technically Qualified bidders.

AWARD OF CONTRACT:

The technical bid will open first and based on the information committee will scrutinize the bid submitted and evolve the successful bidder for financial bid. Purchase / sale committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.

Notification of award:

Prior to the expiration of the period of bid validity Selection Committee will place a firm order or notify the successful Bidder in writing.

Cancellation of Work order:

The Corporation does not bind itself to accept the lowest or any other tender and reserves the right to reject the whole tender or part thereof without assigning any reasons thereof.

PART- B

(SECTION-I)

ELIGIBILITY CRITERIA FOR HIRING OF SEED STORAGE GODOWN cum OFFICE SPACE AND CUSTOM SEED PROCESSING WORK

National Seeds Corporation Limited, Chandigarh is interested to get the processing (Grading, re-grading, revalidation & packing, etc.) of seeds like Wheat, Paddy, Berseem, vegetables etc. 'Crops' & varieties which are produced in this region through its registered growers and hiring of godown cum office for storing the seeds and doing office work. The online sealed tenders are invited from the reputed and experienced (if available) custom processor/contractors, who have got processing facility and seed processing plant for all three Seasons and who have ready to spare godowns for storing of seeds and agriculture commodities on hired basis. The processing Plant should be registered with concerned State Seeds Certification Agency with valid seed License.

1. Quantum of seeds for Storage and processing:

* It is expected that sizeable quantity of fresh stock and carryover stock may be available in Kharif and Rabi 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 exact 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 decisions of the management.

2. Both Seed Storage Godown cum office and Seed Processing Plant for Custom Processing work has to be hired in Jalandhar / Kapurthala / Gurdaspur / Amritsar Districts of Punjab State, which will be purely need based, not guaranteed. The Hiring space should have weighing bridge, sufficient space to have fixed assets, office records and set up an office for execution of day to day work. The hired space should be fully covered four walls.

3. Period of Contract:

The contract period /rate contract will be initially signed for the period of **10 Months (January-2025 to October-2025)** depending upon the following crop seasons with estimated/projected production, which may vary as per season and actual arrival of the raw seed during the intake period.

SN	Crop	Production Season	Approx. Raw seed qty. (in Qtls.)
1.	Paddy	Kharif-2024	700
2.	Wheat	Rabi-2024-25	10000
3.	Berseem	Rabi-2024-25 & Kharif-2025	2000
4.	Others	Packing material, treatment material, Jute bags, pallets etc. & Carry over seed	As per requirement

The contract period can be extended/renewed for upto 01 year further based on the requirement and satisfactory performance and with the mutual consent of both the parties on already approved rates.

4. ELIGIBILITY CRITERIA:

V **Eligibility for availability of seed processing plant or as a Custom Processor:**

- i. The processing Plant should be registered with Concerned Seeds Certification Agency and valid license must be submitted.
- ii. The Custom Processor/ Contractor should be experienced in carrying out custom processing of seeds like Wheat, Paddy, Berseem, vegetables etc.,
- iii. The Custom Processor/ Contractor should have seed processing machinery like Seed Pre-Cleaner, Grader, Indent cylinder, Gravity Separator, Seed Treater, Spiral separator, Destoner, Elevator, Flight belt Conveyor, Storage Bin, Weighing machine, Sealer, Moisture Meter, bag closer, air compressor etc. in good condition and having capacity Two to Four tons per hour so as to complete the processing of above quantum of seeds in Kharif Season from December to March and in Rabi Season from July to September as per schedule given by the concerned state seed certification agency. The make of the machinery must be from the reputed companies.
- iv. The custom processor who has a registered warehouse within the same premises where the custom plant is located and is willing to offer the godown facilities under NSC lock & key and as per terms and condition and eligibility mentioned for godown owner (2. Eligibility for a godown/ warehouse cum Office Space owner) would only be considered for the tender.
- v. The Custom Processor/ Contractor should have sufficient trained and professional manpower at the plant. The staff has to be available throughout the year at the plant 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.
- vi. The Custom Processor/ Contractor should take necessary registrations with Assistant Commissioner of Labours for engaging labours and he will only be responsible for any legal obligations pertaining to hiring of labour and also registration from Shop and Establishment Office. The Custom Processor/ Contractor shall arrange sufficient labour for the completion of the assigned work.
- vii. The Custom Processor/ Contractor should have CPF registration from Commissioner of CPF Office.
- viii. The Custom Processor should have GST, Professional Tax registration, PAN and should submit 2 years IT returns along with tender.
- ix. Seed Processing Plant should be approved by the Factories Inspection Office and Seed Certification Agency for running the plant. Custom processor should have certificate of seed production center renewal and license to carry on the business of a dealer in seed. Plant Building, civil structure and electrification should be safe and should have stability certificate and approved from Govt. Electrical Inspector. All civil structures and electrical installations and machinery should be insured against fire, theft and natural calamity.
- x. Seed processing plant should have separate and sufficient processing & packing area as per certification standards of certification agency.
- xi. The premises of seed processing plant should have either compound wall or at least barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant.
- xii. Processing plant building should be located on elevated ground area and should not be nearby river/ Nala/ stream or should not be located near explosive industry to avoid fire. Similarly, location of plant should be approachable to market within the city/located near to city and conveniently approachable by pakka road through all seasons and time, so that Certification & NSC Officials, transportation (truck & Lorries) and post and courier services easily reached as and when required.
- xiii. Sufficient availability of water for fire hydrant system and drinking purpose should be available at the plant with either from source of water like well, dam, and reservoir, SIDC, Corporation or Nagar Nigam.
- xiv. Electric supply of minimum 50 HP/ minimum requirement as per installed machinery should be available for running the seed processing machinery and electrification.

- Sufficient lights in the godown and in the open premises of plant should be available and electric bill has to be paid by the custom processor.
- xv. The custom processor should adhere and comply to the instructions given by the certification officials and NSC officials so as to maintain seed quality and timely processing & packing of seed.
 - xvi. The custom processor should arrange to provide office area and sitting arrangement for certification officials during the processing time and as and when desired by certification officials as per certification standards and requirements.
 - xvii. The custom processor must arrange all sieves of all sizes for each crops as per NSC requirements for grading & processing and as per certification standards to maintain the quality of seed.
 - xviii. The seed processing machinery should be in continuous working condition of latest makeup preferable. Breakdown of processing & packing due to breakdown of any machinery or parts have to immediately repair and arrange to resume grading & packing work at the earliest with no loss to time available of seed for marketing.
 - xix. The custom processor should arrange to run plant in two or three shifts as per the processing load allotted by NSC to complete the processing within time limit given by NSC. In case of load shading/ continuous power failure the tenderer/custom processor should run the plant by using DG set either owned or hired so that processing should be completed within time limit given by NSC. NSC will not provide DG set, diesel, oil etc. neither NSC will bear any extra expenditure.
 - xx. The custom processor should have weighing bridge to weigh the seed during intake/ before processing/ after processing/ or taking outside after packing of seed.

2. Eligibility for availability of Seed Storage Godown/ Warehouse cum Office Space owner:

A. For Seed Storage Godown/Warehouse Owner:

- i. The Godown owners should have GST, Professional Tax registration, PAN and should submit 2 years IT returns along with tender.
- ii. Hired godown should be constructed of RCC and brick work and should have sufficient plinth height of at least 2 to 3 ft. from ground level to avoid dampness and also sufficient ventilation for aeration in the godown and good open able shutters/ doors and flooring of PCC or mastic flooring or trimix flooring. Storage capacity of the godown is calculated with the norms of 1.25 sq. ft. for each quintal of seed. Berseem and Vegetables seeds require more space (approximately double space). Thus, sufficient space for the quantum of seeds required is as under:
 - a. The minimum Space to be offered by the tender for Godown cum Office is 12500 Sq. ft. Offers less than 12500 sq ft for Godown cum Office will not be considered.
 - b. The minimum hired space for Godown cum Office will be 6500 sq. ft. Additional space can be hired on approved rates on need basis.
- iii. Hired Godown should have brick wall, steel shutters, steel/ wooden ventilator and A.C. Sheets roof preferably instead of G.I. Sheets or powder coated tarpapered sheets and the height of the godown to eave level should be minimum four meter (13 feet) from plinth level. The godown should be leak proof and well ventilated. The location of godown and plant building preferred nearby main road/all season road.
- iv. Hired godown should insured against fire, theft, burglary and natural disaster. The security guards should be engaged round the clock. It is required to produce license for warehouse, godown utility certificate, business license as godown manager & layout drawing and approved godown drawings from local authority.
- v. Hired godown should be located on elevated ground area and should not be nearby river/ Nala/ stream or should not be located near explosive industry to avoid fire. Similarly location of plant and godown should be approachable to market within the city/located near to city and conveniently approachable by pakka road through all seasons and time,

- so that Certification & NSC Officials, transportation (truck & Lorries) and post and courier services easily reached as and when required.
- vi. Hired godown owner should have license for warehouse, godown utility certificate, business license as godown manager and lay out drawing of godown site.
 - vii. The godown owner who have own/hired registered seed processing plant within the same premises & willing to offer the seed processing facilities would only be consider for the tender.
 - viii. The tenderer/ custom processor should have weighing bridge to weigh the seed during intake/ before processing/ after processing/ or taking outside after packing of seed, if necessary. The NSC will not bear the cost of weighment in weighing bridge.
 - ix. The tenderer should measure the weight of vehicle two times per trip, laden weight of vehicle and unladen weight of vehicle for measuring the actual quantity of seed.
 - x. The tenderer/ custom processor should have the drying floor for drying of seed. During intake of seed, the tenderer should assist to measure the moisture of seed and if in case, moisture is more than the standard, the seed should be dried on drying floor until the standard moisture could not get and NSC will not pay the extra charge for drying of seed on drying floor.

B. For Office Space for NSC &SSCA (State Seed Certification Agency) Staff:

- i. Tenderer should provide office having sufficient space (minimum 500 Sq. ft.)to set up an office, for keeping office records and also for sufficient space for sitting of NSC &SSCA Official staff as well as Growers.
- ii. All the stationery, stamp, sample bags, Pen, Pencil, papers, polyethylene bags will be required and will be supplied by NATIONAL SEEDS CORPORATION LIMITED.
- iii. The office is for sitting arrangement for NSC Officers and Seed Certification Agency Officers for official purpose (like daily office routine work) must be made by the tenderer and the tea/Coffee at least two times in shift has to be arranged by the tenderer.
- iv. Sufficient space is available in provided office for sitting and waiting for seed growers and if required for night halt has to be made by the tenderer.
- v. Rest house for NSC (National Seeds Corporation) and SSCA (State Seed Certification Agency) staff for night shifts should be provided by tenderer.
- vi. Sufficient drinking water facility, toilet, bathroom etc should be provided by tenderer.
- vii. Office attendant to SSCA and NSC officers should be provided by tenderer.

Note:

- The term Godown in NIT is considered as Godown cum office.
- The rate should be quoted as per Godown cum Office.

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PART- B

(SECTION-II)

GENERAL TERMS AND CONDITIONS

The General terms & conditions for E-Tender for Custom Seed Processing and Hiring of Non-AC Seed Storage Godown with Office Space for the Area Office – Jalandhar, National Seeds Corporation Limited, C 25, Focal Point, Bye Pass, Jalandhar – 144004 (PUNJAB) are as follows:

1. General terms and conditions for custom processor:

- i. It is the responsibility of the Custom Processor/ Contractor to arrange Generator Set in case electric power supply is off from Electricity Company/ Board or supply source and delay in processing on account of power off will not be tolerated and it will be penalized. Therefore, Custom Processor/ Contractor has to arrange Generator Set either on rent or his own for running the plant for electrification such as lighting.
- ii. The Custom Processor/ Contractor will not accept as well as deliver/ dispatch any seed stock from other private or public and Government Seed Company unless permitted in writing after completion of entire processing of NSC seed. The Custom Processor/ Contractor has to give first preference of processing of NSC seed stock. In case, it is found that the Custom Processor/ Contractor is processing other Company seeds, then suitable penalty will be charged and contract may be terminated.
- iii. The Custom Processor/ Contractor has to deposit Earnest Money Deposit Rs.5,00,000/- (Rupees Five Lakh only) is to be paid through online/Demand Draft in the name of NSC payable at Mohali. Else, bid will be rejected.
- iv. Settlement of Dispute: Refer as mentioned in clause no. “IX” of point no. 6 common terms and conditions.
- v. All the Court matter will be dealt with New Delhi Court irrespective of location of Seed Processing Plant and irrespective of the dispute arising at location.
- vi. If it is observed that there is an admixture of good seed, failed seed and low grade or varietal admixture in the good seed intentionally done by the Custom Processor/ Contractor, then the compensation has to be paid by the Custom Processor/ Contractor as the all variety of seeds have processing at Custom Processor/ Contractor’s plant.
- vii. NSC reserves the right to terminate the contract of processing at any time with one month’s notice to the Custom Processor.
- viii. All the cost towards repair and maintenance and preventive maintenance shall be borne by Custom processor/Contractor and should ensure the readiness of the plant machinery well before start of processing. All the labour/ operator/ technical man power required to operate and maintain the processing plant in one/two/three shift shall be responsibility of custom processor and all the expenditure toward this and expenditure on electricity/ diesel etc. shall be borne by custom processor/ contractor.
- ix. The processing work should be carried as per lot wise/crop wise/variety wise or as per direction of NSCL officers/officials.
- x. The all plants & machines and screens should be cleaned after completing of grading every lot/crop/variety of crops.
- xi. The custom processor owner has to renew all the licenses like processing plant license & seed license etc. within time period and all the charges towards renewal of license will be paid by owner.
- xii. All the safety measures like fire extinguisher, sand buckets, pest control and rodent control has to be present all time in the processing plant and all the arrangement for the above will be done/ borne by custom processor/contractor.
- xiii. 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 NSC 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 NSC 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 etc, is to be carried by the custom processor.

- xiv. If concerned SSCA or NSC representative find that grading is not done satisfactory then such quantity is to be again graded and no additional charge will be given to custom processor.
- xv. Entire electrical charges will be paid by custom processor
- xvi. All taxes, levies etc are to be borne by custom processor
- xvii. Entire certification charges will be paid by NSC.
- xviii. Accounts of all seed, processing materials and seed certification materials will have to be kept by custom processor/ contractor. Any loss to the same will be recovered from custom processor.
- xix. The bidder should seal and sign on every page of bid, each and every document should be Signed /digitally signed.
- xx. Before finalizing of custom processor/contractor, a committee of Regional office may visit for the inspection of processing plant for verification & physical inspection of specifications as per the tender requirement. NSC reserves the right to cancel the tender if specifications are not in accordance the technical bid.
- xxi. NSC reserves the right to cancel the tender at any stage of the tendering process.
- xxii. The Custom Processor/ Contractor should be able to complete the processing of seeds in all the seasons in time limit given as availability of seeds timely for marketing is a crucial parameter for the Custom Processor/Contractor and NSC.
- xxiii. The Custom Processor/ Contractor 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.
- xxiv. Required number of labours male and female and additional labours should be made available for processing work and arrangement for the same will be done custom processor. The tenderer should follows Labour law & Child Labor (Prohibition & Regulation) Act. The tenderer is fully responsible if any obligations against the same and NSC will not responsible for this.
- xxv. The Custom processor/ contractor should run plant in two or three shifts as per the processing load allotted by NSC to complete the processing within time limit given by NSC. In case of loads hading/ 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 NSC. NSC will not provide DG set, diesel, oil etc. neither NSC will bear any extra expenditure.
- xxvi. All the stationery, stamp, sample bags, Pen, Pencil, papers, polyethylene bags will be required and will be supplied by NSC.
- xxvii. Seed certification charges will be paid directly by NSC to the Seed Certification Agency. However, shift charges due to low output/shift in the plant charged by SCA will have to be paid by Custom Processors, sitting arrangement having separate office for NSC Officers and Seed Certification Agency Officers has to be made by the Custom Processor/ Contractor.
- xxviii. Sufficient space for sitting and waiting for seed growers and if required for night halt has to be made by the Custom Processor/Contractor.
- xxix. Sufficient drinking water facility, toilet, bathroom etc should be provided by custom processor/contractor.
- xxx. Separate cup board with lock and key arrangement should be provided for SCA and NSC to keep record, tags etc while period of processing by custom processor/contractor.
- xxxi. All the staff, labours and handling labours have to be engaged by the Custom

Processor/Contractor.

- xxxii. Any injury caused to handling labour, casual labour, while working at custom processor/contractor plant for which compensation is to be paid will be sole responsibility of the custom processor/contractor for the same.
- xxxiii. The Custom Processor/ Contractor has to raise the bill monthly and payment will be made by NSC at the approved rates within 15 days from the date of receipt of bill to Regional Manager office with clear certificate from the NSC's officer posted at seed processing plant for supervising the work.
- xxxiv. The quality of the seed has to be maintained at the time of processing as well as per the directives of NSC officers posted at the plant. NSC technical staff will direct to operate processing machinery to get good quality as well as optimum low grade. All the standard procedures of Seed Certification have to be followed while processing.
- xxxv. Custom processor/contractor should collect the raw seeds/to be processed seeds from our hired godown (any distance) and after processing the seeds, graded/under size seeds will be transport up to our hired godown. All transportation, loading, unloading charges will be beard by custom processor/ contractor.
- xxxvi. No security or watch and ward charges will be provided by NSC and sufficient Security/watch and ward has to be provided by the Custom Processor for 24 hour.
- xxxvii. Custom Processor/ Contractor or his authorized representative should always be present in the plant to attend to the processing and packing problems of seed growers, labours, handling labours, Seed Certification Agency and NSC.
- xxxviii. In case of Delay in processing work: - Refer to clause-III (i) of point 6 (section-II) with addition of Delay due to machinery breakdown/lack of power /and short supply of labour shall be made accountable to custom processor and labour when taken from outside by NSC staff, its expenditure shall be adjusted in final bills of party.
- xxxix. Limited staff like Plant / Shift Incharge may be provided by NSC for supervising and running the seed processing plant in three shifts. 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. The intimation letters to seed growers will be given by NSC on NSC own expenditure.
- xl. The Custom Processor/ Contractor should keep good liaison with seed growers, NSC officers and Seed Certification officers and all concerned Government Officers.
- xli. If any dispute arises out of the contract will be settled mutually and Arbitrator will be the Chairman Cum Managing Director, National Seeds Corporation Limited, New Delhi, whose decision will be binding on both the parties i.e. NSC and Custom Processor/Contractor / Godown owner.
- xlii. All the payments of processing contract/ godown hiring will be released by the concerned Regional Manager's office through RTGS/NEFT. RTGS/NEFT commission is to be borne by the Custom Processor/Contractor/godown owner.
- xliii. NSC staff shall supervise all the sweepage (at the start of intake to the time of dispatch i.e. during packing/processing time period) All the stock shall be made available to NSC staff without dispute.
- xliv. Insurance charges & expenses with respect to stock held by NSC in hired Godown will be borne by NSC.
- xlvi. Technical Evaluation Method:
It is the sum of factors mentioned in Page no. 09-10 of PART-B.

2. General terms and conditions for Seed Storage Godown/ Warehouse cum Office Space owner:

- i. The bidder who are participating to provide godown on rent along with custom seed processing work to NSC shall submit an EMD of Rs.5,00,000/- through online/DD (payable at Mohali).
- ii. Godown owner should provide the space for office separate/ inside the godown including Rest house for NSC & SSCA official staff on need basis and no separate charge will give for same.

- iii. Godown should have electricity connection as per guidelines of concerned department. Tenderer/Godown cum office owner ensures that the electricity supply should be available to office & godown. No electricity charge will be paid by NSC to tenderer/ Godown cum office owner.
- iv. NSC reserves the right to terminate the contract of Hired godown at any time with one month's notice to the Godown owner.
- v. The owner should arrange for repair of broken floors, walls & roof of godown on each season so as to prevent infestation of seed. All repairs and maintenance hired godown will be done by godown owner on his own cost.
- vi. Settlement of Dispute: Refer as mentioned in clause no IX of point no 6. (Common terms and Conditions for both bids).
- vii. All the court matter will be dealt with New Delhi Court irrespective of location of godown/ warehouse and irrespective of the dispute arising at location.
- viii. The bidder should seal and sign on every page of bid, each and every document should be signed / digitally signed.
- ix. The godown/ warehouse lock key will be with National seed corporation ltd.
- x. All the safety measures like fire extinguisher, sand buckets, pest control and rodent control has to be present all time in the processing plant and all the arrangement for the above will be done/ borne by contractor/custom processor.
- xi. Before finalizing of godown/ contractor, a committee of Regional Office may visit for the inspection of godown and for the verification & physical inspection of specification provided as per the tender document. NSC reserves the right to cancel the tender if specifications are not in accordance the technical bid.
- xii. The NSC decision in respect to committee report would be final and NSC reserves the right to cancel any tender even if the rates offered in tender are L-1.
- xiii. The premises of hired godown should have either compound wall or at least barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant, hired godown and stock.
- xiv. Sufficient lights in the godown and in the open premises
- xv. No security or watch and ward charges will be provided by NSC and sufficient Security/ watch and ward has to be provided by the Godown owner for 24 hours.
- xvi. Technical Evaluation Method:
It is the sum of factors mentioned in Page no. 09-10 of PART-B.

3. Custom Processing Charges:

The Custom Processor/ Contractor has to quote the single rate for both processing & packing for the following operation on per quintal basis. The processing & packing charges are to be quoted on final packed seed basis.

Important:

Taxes: All the indirect taxes like GST, etc will be borne by custom processor as per rule.

* The TDS or Taxes will be deducted as per rule from each bill.

The rate for Seed Processing and Packing Charges should be inclusive of Unloading & Loading of Raw & Graded Seed/fresh processing/Re-Grading/Re-Validation (with or without grading)/ Re-Stacking/ Fumigation/ Spraying Work which will be quote in Rs./Qtl basis. If NSC desires for re-grading of fresh as well as revalidated stock then the custom processor will have to do the same. Tenderer/ Custom processor should have his own registered processing plant, processing facilities, godown facilities and technical manpower. Complete details of processing plant, processing facilities, godown facilities

should be provided by custom processor. NSC will depute only one representative to look after quality of seed.

a) Seed Processing & Packing rates:

The processing rates will include following components:-

1. Unloading of raw seed from trucks / seed growers' lorry & stacking in to godown with proper weighing and mentioning lot no. of raw seed.
2. Processing / Packing :-
 - a) Lifting of the seeds from the stacks of godown to the feeding hopper of the grading unit, grading processing of raw seed, Collecting of undersize / rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting seed from the store. Loading of undersize in to trucks / trolleys. Lot wise lifting of graded seed from the stack, move the stock to the packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and labels& bags. Packing of certified seed lot wise as per norms including tagging, labeling, sealing, stamping of tags, labels and bags (MRP) Outer packing. Shifting of packed seed from packing floor to godown and stacking.
 - b) Packing in Jute/BOPP/HDPE/ Cotton/ Cloth/ Non Woven Bags/Poly pouch- Size 0-40 KG (as mentioned in Form for Financial/Price bid).
3. Segregation of seed lots from the stack due to rejection of lots in seed testing by certification agency. In case of direct packing, removal of tags lot wise and defacing of seed bags and changing in to bulk packing.
4. Fumigation including spray charges. Weekly spray for pest control from recommended pesticide. No extra charge will be paid by NSC to tenderer for spray.
5. Bundling of gunny bags in the 50:50 no's of bags and handover and loading to owner's lorry after grading and lifting of seeds.

The above processing work component will contains:-

1. Unloading and stacking of raw seed
 - a) Writing grower's name, receipt number, lot number etc on each and every gunny bags. Required ink, color will have to be provided by Tenderer/ Custom processor/ Contractor.
 - b) Assist to NSC Officials in drawing sample from each and every bag while unloading.
 - c) Assist to NSC Official in checking moisture content of different lots. Tenderer/ Custom processor/ Contractor will have to use his own moisture meter for the same.
 - 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 NSC. Stitching/sewing machine, thread, stamps etc will have to be provided by Tenderer/ Custom processor/ Contractor.
 - e) Stitching of torn gunny bag. Only Jute twine will be provided by NSC. If NSC representative desires to change the more torn gunny bag the same have to be changed by new gunny bag provided by NSC.
 - f) Tenderer/ Custom processor/ Contractor will have to unload raw seed at any godown at which raw seed is to be stored for processing on particular plant.
 - g) Writing and maintenance of all records as per directives of NSC representative.
2. The rates should include of Fresh Grading rates, Re-Validation Charges (with or without Grading), Re-Grading Rates, Re-Stacking Charges of stock (as per standard/requirement or advising by NSC/SSCA Official staff, Fumigation & Spray Charges and Rates for Seed Packaging in Jute/BOPP/HDPE/Cloth Bags/Poly

- pouch in different sizes.
3. Sorting of passed and failed lots in QCL test, if required.
 4. 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 NSC desires to put treatment materials like Thirum, Tebuconazole inside the good seed bags then the packets of the same will have to be prepared by Tenderer / Custom processor/ Contractor. No separate charge will be given for the same chemicals and packets will be provided by NSC 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/QC; Sample bags will be provided by NSC. Stitching/sewing machine, thread, stamps etc will have to be provided by Tenderer/ 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 NSC representative and SSCA.
 5. Sorting of passed, failed and result awaited lots.
 6. Bagging and Tagging of passed lots.
 7. MRP and other matter printing on good seed bags and lable/ tags as desired by NSC.
 8. Returning of failed lots and low grade, empty gunny bags to seed growers.
 9. If the graded seed has been failed/rejected by concerned SSCA or NSC officials, in that case, only processing/grading charges (which will be calculated on the basis of 50% rate of the packed size of Seed Processing & Packing rates quoted by tenderer) on actual availability of packed graded seed will be paid by NSC to tenderer and in other case, if the raw seed/non graded seed (which will be stored in godown) has been failed/rejected by concerned SSCA or NSC officials, no charge will be paid by NSC to tenderer.
 10. It will be a responsibility of tenderer/ custom processor to process seed to achieve maximum quality with optimum recovery%.
 11. There should not be excess/shortage while processing as well as while storage. If shortages are excessive or intentional then the same will be recovered from tenderer/ custom processor.
 12. It will be a responsibility of tenderer/ custom processor to satisfy seed growers by giving proper attention to them. Behavior with NSC seed grower should be courteous and polite.
 13. If SSCA or NSC representative find that grading is not done satisfactory then such quantity is to be again graded and no additional charge will be given to tenderer/ custom processor.
 14. Entire electrical bills will be paid by tenderer/ custom processor.
 15. All expenditure required for office and tea to NSC & SSCA Officials etc. will have to be borne by Tenderer/ Custom processor.
 16. All taxes, levies etc. are to be borne by tenderer/ custom processor.
 17. Entire certification charges will be paid by NSC.
 18. Responsibility of NSC is to provide all processing materials required for packing of good seed. All other miscellaneous processing materials like ink, colour, printing facilities, rubber stamps, stencils etc. will have to be provided by tenderer/ custom processor.
 19. Accounts of all seed, processing materials and seed certification materials will have to be kept by tenderer/ custom processor. Any loss to the same will be recovered from tenderer/ custom processor.
 20. The rate of fresh processing will be for one time activity. If NSC desires for re-grading of fresh stock then the tenderer/ custom processor will have to do the same and no extra charge will be paid by NSC to tenderer/custom processor.

4. Custom Hiring Charges of Seed Storage Godown cum Office Space:

The godown cum office charges have to quote on per sft/month basis.

Taxes: All the indirect taxes like GST, Municipality/Nagar palika etc will be borne by godown owner as per rule.

The TDS or any applicable Taxes will be deducted from each billed amount for godown hiring as per rule.

Hired Godown cum Office Space rates –

1. Rate for Hiring of godown cum office will be quoted on the basis of per sft/month.
2. The hiring of Godown cum office shall be considered on per sqft. Basis on monthly basis and the tenderer should provide Rest House for NSC & SSCA officials on requirement basis and no extra charge will be provided by NSC to tenderer/ Godown cum office owner for providing Rest House.
3. The space considered for billing is inside dimension of godown cum office.
4. The godown will be spared on rent to NSC for period specified and can further be extended upto 1 year with mutual consent.
5. After finalizing bid successful bidder should execute the agreement in Rs.500/- stamp paper with notarized. The Agreement can be renewed after expiry for further period on mutual agreed terms & conditions.
6. The hired godown may be de-hired with a notice of 2 months.
7. Quoted rate should include all applicable taxes.
8. All taxes like property tax, water tax, Municipality tax etc. will be borne by godown owner.
9. Annual repair & maintenance of godown like white/color washing/painting/re-placing of glass of ventilator etc., should carry regularly. If any repair & maintenance required/ noticed, same will be carried.
10. NSCL requires electricity for run the office computers /office equipments, owner of godown will have to arrange the electricity and no electricity cost will be paid by NSC to tenderer.
11. If NSCL requires any additional space in same premises, it can be provided as per availability on approved bid rate.
12. NSCL will utilize the godown for storage of seeds & other Agriculture commodities.
13. The hired godown lock & key will be with NSCL.
14. Godown infrastructure insurance is to be carried by successful bidder of godown owner.
15. In the event of any dispute, the CMD, NSCL will be sole arbitrator and the venue of arbitration shall be at New Delhi.

5. Payment Terms:

- Custom processing: Refer as mentioned in point-6 (common terms and conditions) of Section-II.

TDS or Tax deducted as per Income tax Act 1961, from each bill, when valid PAN Card/GST certificate is produced. Otherwise, as per rules, it shall be deducted for custom processing work.

- Godown hiring Refer as mentioned in point-6 (common terms and conditions) of Section-II.

TDS or applicable taxes as per Income Tax Act 1961, from each bill will be deducted for hired godowns.

Taxes: All the indirect taxes like GST, Municipality/Nagar palika etc will be borne by godown owner as per rule.

6. Common terms & conditions for both bids (custom processor & hiring of godown cum office space)-

I. Signing of contract:-

- a. Signing of contract: - the successful tenderer within 15 days from the issue of work Order shall sign the agreement as per the given format in the tender document. The cost of stamping of agreement should be borne by tenderer. However, to expedite execution of the agreement, the corporation shall purchase the stamp paper on behalf of contractor and sent typed agreement to the contractor for signature. The cost of stamp paper shall be recovered from the supplier payment.
- b. The successful tenderer within 15 days from the date of issue of the work order shall furnish Security Deposit of Rs. 5, 00,000.00 (Rupees Five Lakh Only) for custom processing and Hired Godown cum office space. The security money shall be furnished in the form of Composite Bank Guarantee/ Online transfer in NSC Official Bank account and should be valid upto 10 months +renewal for the total contract period.
- c. The successful tenderer has to be deposit Bank Guarantee/sufficient No. of Postdated cheques in the name of the National Seeds Corporation Ltd equivalent to the value of the seed stored along with a Rs. 100/- affidavit duly notarized to cover any type of risk/fraud to the stock of seeds stored in the godown.
- d. Pre contract integrity pact: - successful tenderer whose work order of value of Rs. more than one crore than they have to execute *pre contract integrity pact* in the prescribed Performa.

Failure of the successful tenderer to comply with the requirement of (a),(b)& (c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

II. 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 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 NEFT/RTGS and the Corporation will not be responsible for reimbursing to the tenderers the Bank's Commission for encasing the same.

(B) Successful Tenderers:

- i) The successful tenders to fulfill the requirement of signing of agreements, submission of security money / security deposit and signing of Pre contract integrity pact (if more than 1 cr. Order) as per the format given in the tender document and furnish documents and furnish composite bank guarantee in the manner indicated in the tender.
- ii) The EMD amount of successful tenders will be converted to Security Deposit (if paid earlier)
- iii) After completion of tender/contract period, the security deposit amount will be

refundable to him/ them after getting clearance certificate from NSC, AO-Jalandhar without paying any interest.

III. Liquidity Damage: -

- i) Custom Processor/ Contractor: - In case of delay in processing, the penalty @ Rs. 5/- per quintal per day will be charged to the Custom Processor/ Contractor for a period of fifteen days and thereafter seed stock will be removed from the plant and it will be processed either at NSC own plant or at other plant and full amount of processing expenditures and transport and handling expenses incurred will be recovered in advance.
- ii) Hiring of Godown cum office space: - In case of failure of any of the term & condition of the contract, loss of produce due to non-maintenance of the godown/ storage condition/ theft/ burglary/ fire/ natural disaster then the corporation may impose the penalty to the godown provider of the value of the estimated loss.

IV. Forfeiture of EMD:-

- V If a tenderer withdraws its tender during the period of Tender validity specified by the NSC on the Tender Form:

OR

- (b) In case of a successful Tenderer, if tenderer fails to sign the contracts in accordance with tender and provide composite BG/Security Deposit.

V. Default & Risk purchase:

If the supplier fails to execute the contract as per tender in any manner or otherwise fail to perform the contract or should it fail to complete the contract in time according to the work order.

The corporation shall have right to declare the contract at the end at the risk and cost of the supplier and the supplier shall be liable for any liquidated damages for delay as above provided and for any additional expense, losses or damages which the corporation may be put to incur or sustain reason of, or in connection with contract's default.

VI. Maintenance of stock: -

The Custom Processor/godown provider will take all necessary precautionary measures like spraying, fumigation and will take all steps to ensure that there will be no varietal/mechanical admixtures while handling the seeds from raw seed receipt till dispatch of packed seeds. The processor will be fully responsible for all field complaints received if any from buyer related to above issues.

For maintaining the seed stock in good condition, the fumigation, spraying and dusting, cleanliness, sweep age will to be carried out by custom processor. All the material to be processed, will be supplied by NSC. NSC will seal all the godowns and plant buildings of custom processors to ensure safety and security of NSC stock and material. In no case custom processor will deliver the stock or material to any other party or seed grower on his own. Else it will be the responsibility of custom processor.

- i. All the records at Seed Processing Plant like raw seed receipt register, control register, low grade, failed seed register, seed certification register, samples register etc. will be maintained by NSC staff and it will be checked and signed by NSC officers. All the raw seed receipts and low grade, failed seed gate pass will be issued by NSC staff to the seed growers, dealers and NSC units. The Custom Processor/ Contractor will have to assist in maintaining records. All records will be in the custody of NSC staff.

VII. Payment :-

All the payments of processing contract will be released by the concerned regional office through RTGS/NEFT. After making necessary deductions and any other 24ontractor24. All the bank charges shall be borne by the custom processor/ contractor.

PAYMENT TERMS FOR CUSTOM PROCESSOR:-

- i. **Seed Processing and Seed Packaging Charges:**
90% of the payment will be released for after completion of the processing and packing work of each crop, variety and category and the balance 10% will be released after handing over the leftover quantity of certification and packing material on good condition to concerned area/regional office and all records like control register, tagging register, tag account register, gate pass, release order etc. including return of under size screen reject and adjustment/ recovery of advance payment etc. Only after obtaining receipt/NOC, the above 10% payment will be release. Also all low grade, empty guny bags, rejected seed and failed seed should be returned to the seed growers in the presence of NSC Representative.
- ii. **Loading and Unloading Charges:**
The 100% payment will be released on monthly basis after making necessary deduction of Tax or any other deduction in submitted bills of loading and unloading charges in Regional office-Chandigarh duly verified by you and AO-Jalandhar official.

PAYMENT TERMS FOR HIRED GODOWN CUM OFFICE: -

100 % payment will be released on monthly basis after making necessary deduction of Tax or any other deduction. Before submitting monthly bill to NSC, RO-Chandigarh ensures that the bill should be verified by tenderer and AO-Jalandhar official.

VIII. MSEs Registered party –

Micro Small Enterprises (MSEs) Vendors having Udyog Aadhaar Memorandum or Udyam Registration Certificate or registered with District Industries Center (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME for the quoted item are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012,

according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.

IX. Settlement Of Disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provision of Arbitration & Reconciliation Act 1996.

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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The arbitration & conciliation 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.

In case any dispute arise between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case dispute remains even after discussion, then it shall be binding upon parties to resolve the issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English language. The court of Delhi shall have the jurisdiction.

X. PRICE BID:-

Price bid considering the above term and condition, scope of work at the respective location, type of contract/ contractor should be formulated by the concern RO for each and every work projected to be taken up with this contract.

XI. AGE OF MACHINERY-

Age of machinery (Refer tender document Point no. iii of Page No. 12 at section –I):- Maximum age of Plant machinery shall be almost 10 years. Accordingly, for this tender the plant machinery should be purchased on or after year 2015.

XII. CC TV CAMERAS-

Godown should have equipped with CC TV cameras facility both inside and outside of processing plant as well as godown.

ARBITRATION CLAUSE:

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of arbitration & conciliation Act, 1996 as amended from time to time under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

.....

The terms and condition have been announced/readout before the submission of bid and/or told to me in my local language.

I/We certified that we have read and understand the terms & condition of this tender thoroughly and I/We am/are agreed to all the terms & conditions. The tender is submitted with the signed copy of terms & condition.

Place:

(Signature of the tenderer/bidder)

Date:

Name of the Party:

Address:

Contact No.

SECTION-III

ANNEXURE-A

NATIONAL SEEDS CORPORATION LIMITED

(A Govt. of India Undertaking)

REGIONAL OFFICE- CHANDIGARH

(To be submitted to NSC in online mode 'Technical Bid')

Form for Technical Bid

Bidder detail cum Tender acceptance letter

Tender Notice No: NSC/RO/CHD/5(10)/Engg/2024-25/

Dated: 26.11.2024

Sub:- Tender form for Hiring of Seed Storage Godown cum Office and Custom Seed Processing Work for NSC Ltd., Area Office–Jalandhar under NSC, RO-Chandigarh.

Particulars of tenderer

1. Name of tenderer (Sh./Smt.)_____
2. Name of firm (in case)_____(Copy enclose)
3. Type of Firm : Proprietorship/Private Ltd./Public Ltd./ Cooperative/ Partnership/ Firm/ NGO_____ (Please enclose copy of Memorandum/Articles of Association/Certificate of Incorporation/Partnership Deed/Registration Certificate under Shops & Establishment Act]
4. Seed Godown cum office Details
 - a) Location of Godown cum office_____
 - b) Area of Godown cum office (in Sq.ft.) (inside godown dimension)_____ (with plan and elevation (Drawing certified by professional Engineer/ Architect) & approved lay out plan of godown/warehouse with concerned department) (Attach certificate)
 - c) License for running Godown, Godown Utility Certificate, Business license as a Godown Manager from Concerned department_____ (Attach certificate)
 - d) Insurance copy on infrastructure on fire, theft & natural calamity_____ (Attach certificate)
5. Seed Processing Plant Details
 - a) Location of Seed Processing Plant_____
 - b) Processing Capacity (in TPH) _____
 - c) Make/ Model_____
 - d) Registration No. of plant with State seed certification agency of concerned state_____ (Attach certificate)
 - e) Certificate from state seed Certification Agency seed processing plant renovation (Attach Certificate)
 - f) License to carry on business of dealer in seed from concerned authority (Attach

Certificate)

S.No.	Name of the Essential/mandatory Machinery	Name of the Desirable machinery	Make and Model	Capacity Ton/hour	No. of machines	Remark
1	Seed Pre cleaner					
2	Air Screen Seed Cleaner Cum grader					
3	Indent Cylinder					
4	Sp. Gravity Separator					
5	V.B.Elevator					
6	Spiral Separator					
7	Moisture Meter					
8	Bag Closer					
9	Storage Bin					
10	Weighing balances 1 to 100 kg. Capacity.					
11		Flight belt conveyor				
12		Seed Treater				
13		Destoner				
14		Weigher Bagger				
15		Seed coating machine				
16		Sortex machine				
17	Any other machine not listed above					

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

- The machinery at Sl. No. 11 to 17 are desirable machinery and rest of these is essential/mandatory.
- The essential machinery is mandatory for seed processing & packing. The desirable machineries are requiring so as to improve the quality of grading. However, if desirable machineries are not available with the bidder party. The tender will not be solely rejected on that ground. The availability of desirable machinery will be an added advantage.
- The finalization of tender will be done by a committee constituted at Regional Office-Chandigarh which will inspect the godown & custom plant as mentioned in general terms & conditions and eligibility criteria of custom processor.
- For any machine available other than above machines may be written in above format.
- The screens for pre-cleaner & seed grader should be provide as per requirement of NSCL standards or Concerned SSCA standards.

6. Permanent Address: _____
 _____(Copy of address proof enclose)

7. Telephone No. _____ Mobile No. _____

8. E-Mail ID _____

9. PAN No. _____ (Copy enclose)

10. GSTIN No. _____(Copy enclose)
11. Bank Details _____(Copy enclose)
Bank Name
Account No.
IFSC Code No.
12. Tender Fee Details (not refundable)
UTR Number: _____
Transaction Date : _____
13. EMD Details (as per tender online mode)
UTR Number: _____
Transaction Date : _____
14. Income-tax Return for the two previous years (copy enclose)
Value of ITR 2023-24 _____
Value of ITR 2022-23 _____
15. Annual Turnover(Copy enclose)
Value for FY 2023-24 _____
Value for FY 2022-23 _____
16. Affidavit certificate on Rs. 100/- on Non-Judicial Stamp Paper duly notarized that not black Listed/Debarred and no arbitration case pending in this office in prescribed attached format (format enclosed)
17. Partnership deed if Partnership Firm _____(copy enclose)
18. Authorization/Resolution for Signing of bid if it is limited company or partnership firm _____
19. Copy of undertaking that the firm will not sublet/transfer the contract to any other firm (copy enclose)
20. An affidavit of ownership if proprietary firm/sole traders (copy enclose)
21. Micro Small Enterprises (MSEs) vendors having Udyog Aadhar Memorandum/ Udyam Registration Certificate or registered with any other body specified by Ministry of MSM with validity of time and item for Tender fee & EMD exemption related document (if available) (Copy enclose)
22. Letter for accepting all the Terms and Conditions of Tender Document or Signed on each page of NIT Tender Documents as mentioned (Copy enclose)
23. Other document if any in support of the Tender (Copy enclose)

I/We certify that I go through all the points of list and abide by the terms & conditions mentioned as above and I have also experience of running Seed Processing Plant and understood the processing operations to be carried out at my Processing plants.

* NSC technical representative may visit the plant of Custom Processor before opening Price Bid. Hence, information must be factual, if any information provided by me is wrong, NSC (NSC Ltd.) can cancel my tender without giving any information to me.

Place:

**(Signature of the tenderer/bidder / custom
processor / 30ontractor)**

Date:

Name of the Party:

Address:

Contact No.

NATIONAL SEEDS CORPORATION LTD.

ANNEXURE-B

NON BLACKLISTING AFFIDEVIT CERTIFICATE

I/We _____ (Name, Designation and Address) hereby declaring that my/our firm/Company has not been neither black-listed nor de-barred from participation in tender by any of the Govt. Department/ Organization /PSUs/Institution etc, where I/We had supplied the goods during the last _____ years as well as no arbitration case is pending.

Signature of Authorized signatory

Name of Tenderer/ Custom processor
cum Ware House Provider / Contractor

.....
Full Address

.....
Stamp.....

Place: _____

Dated: _____

Note: The Tenderer should provide the latest Non Blacklisting Certificate on Rs. 100/-non-Judicial stamp paper duly notarized.

CHECK LIST FOR TECHNICAL EVALUATION OF E-TENDER

SN	Particulars	Remarks / Yes or No or Values
1	Tender fee as per NIT (Non- refundable):-Online mode.	
2	EMD as per tender online mode.	
3	Hired Seed Godown cum Office Details	
	Location of Godown cum Office	
	Area of Godown cum office (in Sqft.)	
	License for running Godown, Godown Utility Certificate, Business license as a Godown Manager from Concerned department	
	Insurance copy on infrastructure on fire, theft & natural calamity	
4	Seed Processing Plant Details for Custom Seed Processing Work	
	Location of Plant	
	Processing Capacity (in TPH)	
	Make & Model	
	Make and Model of all the available machinery as mentioned in “Form of Technical Bid”	
	Registration No. of plant with State seed certification agency of concerned state	
	Certificate from state seed Certification Agency seed processing plant renovation	
	License to carry on business of dealer in seed from concerned authority	
5	Partnership Deed if Partnership firm.	
6	Authorization for signing if it is limited company or partnership firm.	
7	An affidavit of ownership if proprietary firm/sole traders.	
8	PAN Number	
9	Income-tax Return for the current & two Previous years.	
	ITR-2023-24-Value	
	ITR-2022-23- Value	
10	Name of Bank	
	Address of Bank	
	Account No.	
	IFSC Code.	
11	Performance / experience certificate of Department (if any)	
	Name of Department	
	Period of Contract	
12	Annual Turnover of Last 2 Years	
	FY 2023-24 Value	
	FY 2022-23 Value	
13	Affidavit certificate on Rs. 100/- non-judicial stamp paper that not blacklisted/Debarred and no arbitration case pending in this office.	
14	MSME vendors having Udyog Aadhar Memorandum/ Udyam Registration	

	Certificate or registered with any other body specified by Ministry of MSM with validity of time and item	
15	Other document if any in support of the Tender.	
16	Address of the contractor	
	Contact No.	
	E-mail ID	
17	Copy of undertaking that the firm will not sublet/transfer the contract to any other firm	
18	Letter for accepting all the Terms and Conditions of Tender Document and upload the signed NIT Tender document on each page	

**Signature of Tenderer / Custom Processor
cum Ware House Provider/ Contractor**

With seal

NATIONAL SEEDS CORPORATION LIMITED

(A Govt. of India Undertaking)

REGIONAL OFFICE- CHANDIGARH

SECTION-IV

(To be submitted to NSC in online mode 'Financial / Price Bid')

Form for Financial/Price Bid

No: NSC/RO/CHD/5(10)/Engg/2024-25/

Dated: 26.11.2024

Rate schedule for Seed processing operations and Godown / warehousing cum office space:

1. Rates of Custom Seed Processing & Packing Charges:

CUSTOM SEED PROCESSING & PACKING CHARGES								
SN	Description of Work	Rate Rs./Qtl. (including GST& Other Taxes/Charges, if any)						
1.	CUSTOM SEED PROCESSING & PACKING CHARGES	On Final Packed Seed Basis (Rs. Per qtls.)						
		Wheat, Paddy, Berseem, Vegetables & other heavy or light weight Seeds						
		41-50 Kg.	31-40 Kg	21-30 Kg	11-20 Kg	06-10 Kg	03-05 Kg	0-2 Kg.
1	(i) Unloading of Seed from Grower's Vehicle or Stacks or Processing Plant and again Re-stacking after processing/ grading (ii) Processing & Packing in Jute/BOPP/HDPE/Cotton / Cloth/ Non Woven Bags / Poly pouches (iii) Segregation of Seed (Lot / variety wise), if required (iv) Fumigation & Spray and other all works in order to maintain quality of seed (v) Bundling of gunny bags in the 50:50 nos of bags and handover to NSC after lifting of seeds. (Above all works detailed in NIT Tender Document) (The rates should be quoted in figures per quintal basis. Scratching must bear signature of tenderer)							

2. Rates for Seed Storage Godown cum Office Space Charges:

RATES FOR SEED STORAGE cum OFFICE SPACE		
ON ACTUAL HIRED GODOWN cum OFFICE SPACE BASIS		Rate Rs./Sq.ft/Month) (Inclusive GST & Other Taxes/Charges, if any)
1	Rate for Godown/ Ware House cum Office Space (as specified in Technical Bid)	

3. Rates of Loading and Unloading Charges:

LOADING AND UNLOADING CHARGES		
SN	Description of Work	Rate Rs./Qtl. (including GST& Other Taxes/Charges, if any)
1	Loading and Unloading rates of Packed Seed/Graded Seed/Carry over Seed from Lorry/Trucks/Trolleys/Other vehicles etc. a. <u>Packed/ Graded seed:</u> The seed received from other units of NSC for sale or transferred to NSC units during or after completion of contract period. b. <u>Carry Over Seed:</u> The available previous stock received from NSC AO-Jalandhar or Other Units and transferred to NSC Units during or after completion of contract period	
2	Loading and Unloading rates of other materials like Treatment material/ Packing Material/ Pallets/ etc. from Lorry/Trucks/Trolleys/Other vehicles etc. a. <u>Treatment Material:</u> The material for treatment of available/ stored seed quantity. b. <u>Packing Material:</u> The packing material(like HDPE/ BOPP/ Jute/ Cotton/ Cloth/ Non Woven Bags, Ploy Pouches, Pallets, etc.) of available/ stored seed quantity. c. <u>Other Item/ Material:</u> It includes items like weighing scale, Stitching Machine, Other items/materials etc.	

Note:-

- Cleaning and sweeping of plant and godown cum office will not be paid by NSC and it is the responsibility of the Tenderer/ Custom Processor/ Contractor to engage labours for this operation and also providing one Peon for Certification and NSC office. This is the responsibility of the Tenderer/ Custom Processor/Contractor and no separate payment will be made for such services.
- For printing name of crops and varieties, MRP at the time of advance tagging and for printing of gunny bags and cloth bags at the time of first grading will not be paid separately and it is the responsibility of the Custom Processor/ Contractor to provide labours for this work. The material like ink, stencil, Slips, etc should also be provided by Tenderer/ Custom Processor/ Contractor.
- Printing/ stamping of truthful labels and tags is the responsibility of the Tenderer/ Custom Processor/ Contractor and the labour charges for this are included in the processing contract rate and no separate charges will be paid for this work to the Tenderer/ Custom Processor/ Contractor. Truthful labels shall be supplied by NATIONAL SEEDS CORPORATION LTD.
- Printing on bags should be either stencil printing or screen printing. Hand writing on bags should not be allowed.

I have read all the terms and conditions of this processing contract and I am offering these rates for custom processing with full knowledge of processing operations in plants.

Signature of Tederer / Custom Processor / Godown cum Warehousing Provider/ Contractor

Name of Tederer / Custom Processor / Godown cum Warehousing Provider/ Contractor

Seal of Tederer / Custom Processor /Godown cum Warehousing Provider/ Contractor

Location:_____

Date :_____

SECTION –V

APPENDIX -1

FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK **GUARANTEE BOND**

In consideration of the **National Seeds Corporation** (hereinafter called **Corporation**) to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the Contractor) for the work ----- (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs.----- (Rs.-----) as a security/guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1 We ----- (herein after referred to as the 'the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.----- (Rs.-----) on demand by the Corporation.

2 We,----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs.----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7 We----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8 This guarantee shall be valid Up to----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. --- ----- (Rs._____) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of-----for -----(indicate the name of bank)

The Tenderer/Custom Processor/ Contractor has to maintain all the necessary records required by labour commissioner and the contract Rules and Regulations Act:

All these formalities must be fulfilled by the Tenderer / Custom Processor and Godown/ Warehouse cum Office Space Provider/ Owner before raising monthly payment to NSC, Regional Office - Chandigarh.

AGREEMENT (FORMAT FOR TENDERER / CUSTOM PROCESSOR AND GODOWN/WAREHOUSE CUM OFFICE SPACE)

This agreement is made on this dated between the NSC, A Govt. Of India Company, (Regional Office, Chandigarh) incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, Delhi-12 (hereinafter called “Corporation”) which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assign of the first party and M/s (herein after called the “Tenderer / Custom Processor and Godown/ Warehouse cum Office Space Owner” which expression shall include unless excluded by or repugnant to context be deemed to include its successors and assigns) of the second party.

WHEREAS the corporation and the tenderer/custom processor and Godown/warehouse cum office space provider have agreed to all the terms and condition as contained in Part-A and Part-B section-I, II, III & IV of tender document which shall form part of this agreement.

Rates of Custom Processing: For the season of Kharif -----, Rabi -----& summer-----

S.No.	Particular	Rates
1.	CUSTOM SEED PROCESSING & PACKAGING RATES (as described below)	Rates in Rs./ Qtls.
1. (a)	0-2 Kg.	
1. (b)	3 – 5 Kg.	
1. (c)	6 – 10 Kg.	
1. (d)	11 – 20 Kg.	
1. (e)	21 – 30 Kg.	
1. (g)	31 – 40 Kg.	
1. (h)	41-50 Kg.	
2.	SEED STORAGE GODOWN CUM OFFICE SPACE on per Sqft/month basis	Rates in Rs./Sq.ft/Month
3.	LOADING and UNLOADING RATES (as described below)	Rates in Rs./ Qtls
3. (a)	Loading and Unloading Rates for Seed	
3. (b)	Loading and Unloading Rates for Other materials	

Terms & Conditions of hiring of Godown/warehouse cum office space; -

- Godown/ Warehouse cum office space will provide a space of ----- sq.ft. covered area of godown and office under the custody of NSC lock & key in its premises for which NSCL will pay rent @ Rs.-----/ sq.ft/month for the Godown/ warehouse cum office space and no separate rent will be paid for office, rest house & open area.
- The Godown/ warehouse cum office space is hired with effect from intake of seed for a period of ----- month up to -----.

3. Only processing/ grading charges of failed/rejected lot of seed quantity will be paid by NSC to tenderer, which will be calculated on the basis of 50% of the packed size of Seed Processing & Packing rates quoted by tenderer and no extra charge will be paid by NSC to tenderer.
4. The agreement can be renewed after expiry for further period on agreed terms and conditions.
5. Rent will be paid by 15 day of next month and GST if applicable.
6. NSC will not make any alteration in hired Godown/ warehouse cum office space without prior permission of owner.
7. The hired premises may be de-hired with a notice of two months
8. All taxes including property tax, water tax, Municipality tax etc. will be borne by owner of Godown/ warehouse cum office space.
9. The Godown/ warehouse cum office space owner will carry out necessary maintenance work like white washing & minor repairs as and when required.
10. In the event of any dispute, the CMD, NSC will be the sole arbitrator and the venue of arbitration shall be at New Delhi.
11. Insurance charges & expenses with respect to stock held by NSC in hired Godown will be borne by NSC.
12. NSC requires electricity supply for hired Godown cum office, owner of Godown /warehouse cum office space will have to arrange for it and the cost of the electricity will be bear by Godown/ Warehouse cum office space owner.
13. If NSC requires any additional space in this premise, it can be provided as per availability and mutual consent on same rate @ Rs.-----/sq.ft./month.
14. NSC will use this Godown/ warehouse cum office for storage of seeds and other materials required by NSC.
15. The NSC shall not sublet, assign or otherwise part with possession of the demised premise property.
16. The Godown/ warehouse cum office space lock & key will be with NSC.
17. Godown /Warehouse cum office space (infrastructure) insurance is to be carried by owner of Godown/ warehouse cum office space.
18. The all general terms & conditions of tender for godown cum office space hiring are part of Agreement.

SETTLEMENT OF DISPUTES -

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairmen-Cum-Managing Director of the corporation and in the absence of CMD, the highest executive officer of the corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall powers to enlarge time for making & publishing the award with the consent of the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs One Lakh the arbitrator shall make a speaking award as per provisions of arbitrator Act, 1996. 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 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 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 netting 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 whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitration. No amendment or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

The terms & conditions for custom processing and warehousing works are the part of this agreement.
IN THE WHEREOF both the parties have here to subscribe their signature on the date and year herein written through authorized representatives.

For and on behalf of the Tenderer / Custom processor
and Godown/Warehouse cum Office Space Owner

M/s
.....

Witness :

1.

2.

For and on behalf of

National Seeds Corporation Limited
Regional Manager NSC RO-Chandigarh

Witness:

1.

2.

Note:

1. The Agreement should be on Stamp Paper of Rs. 500/- with duly Notarized.
2. The Tenderer / Custom Processor cum Ware House Provider / Contractor should enclose the ID Proof's of his Witnesses with this agreement.