

NATIONAL SEEDS CORPORATION LIMITED.  
 (A GOVERNMENT OF INDIA UNDERTAKING)  
 Regional Office: 17-11, North Lalaguda  
 Tukaramgate, Secunderabad.

**HEAD OFFICE**  
 BEEJ BHAWAN  
 PUSA COMPLEX

Area Manager.  
 National Seeds Corpn. Ltd.,  
 Autonagar, Guntur

**TENDER FORM FOR NSC LTD. AUTONAGAR, GUNTUR**

Sealed tender superscribed '**TENDER FOR APPOINTMENT OF PACKING WORK CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors, Registered with Labour Deptt. A.P. and having Minimum 20 Labourers under their control and having requisite experience in executing works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on the Terms and Conditions below mentioned so as to be receive in the office of the National Seeds Corporation Ltd., Autonagar, Guntur by **1.2.2010 up to 3.00 PM**. The tender received will be opened on **1.2.2010 at 3.30 PM** in the office of this Corporation at Autonagar, Guntur in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

**' TERMS AND CONDITIONS'**

- 1 The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. AUTONAGAR, GUNTUR" The tenderers must fill in their rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges.
2. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be entered into with the contractor would be subject to the deduction of Income Tax at source according to the provisions of section 194-C of Income Tax and the rules made there under.
3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
- 4 Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made ,subject to rates variation, are liable to bepassed over.
5. **EARNEST MONEY:**  
 Tenderers are required to deposit Rs. 10000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Autonagar, Guntur in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 30,000/- Amount of EMD deposited can be adjusted towards security at the time of entering in to the contract, NSC shall not be liable to pay any interest on the security deposit amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including

outstanding of any statutory amount/payments arising out of this contract. In case of unsuccessful tenderers, EMD will be refunded without any interest within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time.
- 7 NSC will not guarantee the minimum or maximum work load.
- 8 All the work shall be attended on "to be billed" basis and the payment will be made by Area Office, Autonagar, Guntur, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.
9. The payment shall be made by crossed A/C payee cheque, in favour of the contractor, on production of bills and certificates, as mentioned in the proceeding para and such payment will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost, thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills.
10. The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event of failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will be deductible from the bills of the Contractor. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.
11. All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc/ should be submitted by the Contractor every month and based on the satisfactory production of returns only action will be initiated for release of monthly bill to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payment are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
- 12 .The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance register and wages disbursement register in respect of labourers provided by the Contractor to NSC and the Area Manager, NSC, Autonagar Post, Guntur has reserved the right to call for such

like record for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part of contractor, the contract can be terminated forthwith, besides initiating other legal actions, as deemed fit, by the National Seeds Corporation Ltd.

13. The tenders not confirming to the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender by the Tender Committee.

14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve as merely confirmation of the initial intimation and shall be affect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons, whatsoever, and Area Manager, NSC, Guntur reserves the right to reject any or all, or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Autonagar Post, Guntur in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

16. The tenders received from the contractors, black listed by NSC or any other/ Government Department, shall not be considered.

17. Original registered Labour Licence for minimum 20 Labours, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.

18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs.100/- by cash only. The sale of tender form shall be closed on **1.2.2010 at 3 P.M.** and no tender can be sold after this date / time. The tender form shall be available for sale at Area Office, Autonagar Post, Guntur on all working days from 9.30 to 5.30 P.M.

19. The agreement entered in to with the Contractor shall be valid up to final packing and the same can be renewed with the mutual written consent of the parties every year. However, in case, if failure on the part of contractor, to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Autonagar Post, Guntur, reserves the right to terminate the contract at any time.

20. In the event of any difference or dispute arising out or in connection with agreement entered in to the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes, no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the Courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
23. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed proforma.
24. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules will be taken.
25. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
26. Grading / processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., on packing material and also on tag /labels, packing of seed in different sizes of bags after proper weightment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead-seal, sealing of seed bags under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety. Loading and Unloading of seed material, loading & unloading of Carton boxes, packing of seed manually processing of small seeds, shifting of seed from plant to stores & stores to plant, sundrying & mechanical seed drying, pouch packing, segmentation & bundling.  
(All certification & Packing material to be provided by NSC)
27. Grading / Processing the stock, Seed grading, bulk packing & stacking, treating cloth bag standard packing, filling in gunny bags & stacking, sundrying of seeds, labeling/tagging & stacking, Packing after seed treatment and stitching the graded seed after weightment in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING after getting the QCL/STL results.**
28. Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
29. Weighing and Packing of under-size seed in Gunny bags and stacking.

(B. RAMESH)  
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Regional Office: 17-11, North Lalaguda  
Tukaramgate, Secunderabad.

**HEAD OFFICE**  
BEEJ BHAWAN  
PUSA COMPLEX

Area Manager.  
National Seeds Corpn. Ltd.,  
Madikonda, Warangal.

**TENDER FORM FOR NSC LTD. MADIKONDA, WARANGAL**

Sealed tender superscribed '**TENDER FOR APPOINTMENT OF PACKING WORK CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors, Registered with Labour Deptt. A.P. and having Minimum 20 Labourers under their control and having requisite experience in executing works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on Terms and Conditions below mentioned so as to be receive in the office of the National Seeds Corporation Ltd., Madikonda, Warangal by **1.2.2010 up to 3.00 PM.** The tender received will be opened on **1.2.2010 at 3.30 PM** in the office of this Corporation at Madikonda, Warangal in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

**' TERMS AND CONDITIONS'**

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. MADIKONDA, WARANGAL. The tenderers must fill in their rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges.
2. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be entered into with the contractor would be subject to the deduction of Income Tax at source according to the provisions of section 194-C of Income Tax and the rules made there under.
3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made ,subject to rates variation, are liable to be passed over.

**5 EARNEST MONEY:**

Tenderers are required to deposit Rs. 10000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Madikonda, Warangal in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 30,000/- Amount of EMD deposited can be adjusted towards security at the time of entering in to the contract, NSC shall not be liable to pay any interest on the security deposit amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this contract. In case of un-

successful tenderers, EMD will be refunded without any interest within the reasonable time.

- 6** The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time.
- 7** NSC will not guarantee the minimum or maximum work load.
- 8** All the work shall be attended on "to be billed" basis and the payment will be made by Area Office, Madikonda, Warangal, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.
- 9** The payment shall be made by crossed A/C payee cheque, in favour of the contractor, on production of bills and certificates, as mentioned in the proceeding para and such payment will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost, thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills.
- 10** The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event of failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will be deductible from the bills of the Contractor. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.
- 11** All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc/ should be submitted by the Contractor every month and based on the satisfactory production of returns only action will be initiated for release of monthly bill to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payment are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
- 12** The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance register and wages disbursement register in respect of labourers provided by the Contractor to NSC and the Area Manager, NSC, Madikonda, Warangal, has reserved the right to call for such like record for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer

without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part of contractor, the contract can be terminated forthwith, besides initiating other legal actions, as deemed fit, by the National Seeds Corporation Ltd.

- 13** The tenders not confirming to the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender by the Tender Committee.
- 14** The successful tenderers shall be intimated by the letter or other means of communication and the tenderers so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve as merely confirmation of the initial intimation and shall be affect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.
- 15** The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons, whatsoever, and Area Manager, NSC, Warangal reserves the right to reject any or all, or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Madikonda, Warangal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.
- 16** The tenders received from the contractors, black listed by NSC or any other/ Government Department, shall not be considered.
- 17** Original registered Labour Licence for minimum 20 Labours, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.
- 18** The cost of tender form is Rs. **100/-** per set (non refundable) and tender form shall be issued on payment of Rs.**100/-** by cash only. The sale of tender form shall be closed on **1.2.2010 at 3 P.M.** and no tender can be sold after this date / time. The tender form shall be available for sale at Area Office, Madikonda, Warangal on all working days from 9.30 to 5.30 P.M.
- 19** The agreement entered in to with the Contractor shall be valid up to final packing and the same can be renewed with the mutual written consent of the parties. However, in case, if failure on the part of contractor, to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Madikonda, Warangal reserves the right to terminate the contract at any time.
- 20** In the event of any difference or dispute arising out or in connection with agreement entered in to the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

- 21 The parties hereby agree that in the event of any disputes, no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
- 22 The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the Courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
- 23 The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed proforma.
- 24 The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules will be taken.
- 25 Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
- 26 Grading / processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., on packing material and also on tag /labels, packing of seed in different sizes of bags after proper weightment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead-seal, sealing of seed bags under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety. Loading & unloading of seed material loading of Carton boxes, packing of seed manually processing of small seeds, shifting of seed from plant to stores & stores to plant, sundrying & mechanical seed drying, pouch packing, segmentation & bundling.  
(All certification & Packing material to be provided by NSC)
- 27 Grading / Processing the stock, Seed grading, bulk packing & stacking, treating cloth bag standard packing, filling in gunny bags & stacking, sundrying of seeds, labeling/tagging & stacking, Packing after seed treatment and stitching the graded seed after weightment in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING after getting the QCL/STL results.**
- 28 Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
- 29 Weighing and Packing of under-size seed in Gunny bags and stacking.

(B. RAMESH)  
Regional Manager





SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Regional Office: 17-11, North Lalaguda  
Tukaramgate, Secunderabad.

**HEAD OFFICE**  
BEEJ BHAWAN  
PUSA COMPLEX

Area Manager.  
National Seeds Corpn. Ltd.,  
Noonepally, Nandyal.

**TENDER FORM FOR NSC LTD. NOONEPALLY, NANDYAL**

Sealed tender superscribed '**TENDER FOR APPOINTMENT OF PACKING WORK CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors, Registered with Labour Deptt. A.P. and having Minimum 20 Labourers under their control and having requisite experience in executing works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on the Terms and Conditions below mentioned so as to be receive in the office of the National Seeds Corporation Ltd., Noonepally, Nandyal by **23.1.10 up to 3.00 PM.** The tender received will be opened on **23.01.10 at 3.30 PM** in the office of this Corporation at Nonnepally, Nandyal in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

**' TERMS AND CONDITIONS'**

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. NOONEPALLY, NANDYAL." The tenderers must fill in their rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges.
4. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be entered into with the contractor would be subject to the deduction of Income Tax at source according to the provisions of section 194-C of Income Tax and the rules made there under.
5. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.
5. **EARNEST MONEY:**  
Tenderers are required to deposit Rs. 10000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Noonepally, Nandyal in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 30,000/- Amount of EMD deposited can be adjusted towards security at the time of entering in to the contract, NSC shall not be liable to pay any interest on the security deposit amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this contract. In case of unsuccessful tenderers, EMD will be refunded without any interest within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time.
7. NSC will not guarantee the minimum or maximum work load.
8. All the work shall be attended on "to be billed" basis and the payment will be made by Area Office, Noonepally, Nandyal, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.
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10. The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event of failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will be deductible from the bills of the Contractor. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.
11. All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc/ should be submitted by the Contractor every month and based on the satisfactory production of returns only action will be initiated for release of monthly bill to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like

payment are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance register and wages disbursement register in respect of labourers provided by the Contractor to NSC and the Area Manager, NSC, Noonepally, Nandyal, has reserved the right to call for such like record for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part of contractor, the contract can be terminated forthwith, besides initiating other legal actions, as deemed fit, by the National Seeds Corporation Ltd.
13. The tenders not confirming to the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender by the Tender Committee.
14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve as merely confirmation of the initial intimation and shall be affect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.
15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons, whatsoever, and Area Manager, NSC, Nandyal reserves the right to reject any or all, or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Noonepally, Nandyal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.
16. The tenders received from the contractors, black listed by NSC or any other/ Government Department, shall not be considered.
17. Original registered Labour Licence for minimum 20 Labours, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.
18. The cost of tender form is Rs. **100/-** per set (non- refundable) and tender form shall be issued on payment of Rs.**100/-** by cash only. The sale of tender form shall be closed on **23.01.2009 at 3 P.M.** and no tender can be sold after this date / time. The tender form shall be available for sale at Area Office, Noonepally, Nandyal on all working days from 9.30 to 5.30 P.M.
19. The agreement entered in to with the Contractor shall be valid up to final packing and the same can be renewed with the mutual written consent of the parties. However, in case, if failure on the part of contractor, to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Noonepally, Nandyal reserves the right to terminate the contract at any time.

20. In the event of any difference or dispute arising out or in connection with agreement entered into with the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.
21. The parties hereby agree that in the event of any disputes, no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the Courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
23. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed proforma.
24. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules will be taken.
25. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
26. Grading / processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., on packing material and also on tag /labels, packing of seed in different sizes of bags after proper weightment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead-seal, sealing of seed bags under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety. Loading & unloading of seed material, loading & unloading of Carton boxes, packing of seeds manually processing of small seeds, shifting of seed from plant to stores & stores to plant, sundrying & mechanical seed drying, pouch packing, segmentation & bundling.  
(All certification & Packing material to be provided by NSC)
27. Grading / Processing the stock, Seed grading, bulk packing & stacking, treating cloth bag standard packing, filling in gunny bags & stacking, sundrying of seeds, labeling/tagging & stacking, Packing after seed treatment and stitching the graded seed after weightment in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING after getting the QCL/STL results.**
28. Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
29. Weighing and Packing of under-size seed in Gunny bags and stacking.

(B. RAMESH)  
Regional Manager



SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Regional Office: 17-11, North Lalaguda  
Tukaramgate, Secunderabad.

**HEAD OFFICE**  
BEEJ BHAWAN  
PUSA COMPLEX

Area Manager.  
National Seeds Corpn. Ltd.,  
Noonepally, Nandyal.

**TENDER FORM FOR NSC LTD. NOONEPALLY, NANDYAL**

Sealed tender superscribed '**TENDER FOR APPOINTMENT OF PACKING WORK CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors, Registered with Labour Deptt. A.P. and having Minimum 20 Labourers under their control and having requisite experience in executing work with Govt. Deptt. / Semi Government on their returns and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on Terms and Conditions below mentioned so as to be received in the office of the National Seeds Corporation Ltd., Noonepally, Nandyal by **23.1.09** up to **3.00 PM**. The tender received will be opened on **23.1.09 at 3.30 PM** in the office of this Corporation at Noonepally, Nandyal in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered.

**' TERMS AND CONDITIONS'**

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. NOONEPALLY, NANDYAL. The tenderers must fill in their rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be entered into with the contractor would be subject to the deduction of Income Tax at source according to the provisions of section 194-C of Income Tax and the rules made there under.
30. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made subject to rates variation are liable to be passed over.
5. **EARNEST MONEY:**  
Tenderers are required to deposit Rs. 10000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Noonepally, Nandyal in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 30,000/- Amount of EMD deposited can be adjusted towards security at the time of entering in to the contract, NSC shall not be liable to pay any interest on the security deposit amount and the same will be refunded only after expiry of the contract period provided there are no outstanding dues on any account against the contractor including outstanding of any statutory amount/payments arising out of this contract. In case of unsuccessful tenderers, EMD will be refunded without any interest within the reasonable time.

31. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time.
32. NSC will not guarantee the minimum or maximum work load.
33. All the work shall be attended on "to be billed" basis and the payment will be made by Area Office, Noonepally, Nandyal, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.
34. The payment shall be made by crossed A/C payee cheque, in favour of the contractor, on production of bills and certificates, as mentioned in the proceeding para and such payment will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost, thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor put up his bills.
35. The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will deductible from the bills of the Contractor. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.
36. All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc/ should be submitted by the Contractor every month and based on the satisfactory production of returns only action will be initiated for release of monthly bill to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like

payment are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance register and wages disbursement register in respect of labourers provided by the Contractor to NSC and the





From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Area Manager,  
National Seeds Corporation Ltd.,  
Autonagar Post, Guntur

Dear Sir,

We have carefully gone through the terms and conditions prescribed for entering in to contract as indicated in schedule-I appointment of work contractor, My / Our lowest and firm rates for different items of work relating to your NSC processing plant & packing Centre at Autonagar Post, Guntur are as follows.

Sl.No.	Item of work	Rate per qtls.
1.	<b><u>Processing of Seed</u></b>	
	a) Processing and std. packing of 30 Kgs. paddy / Bengalgram	_____
	b) Processing & std. Packing of all other seeds in 70/80 Kgs.	_____
2.	Sundrying of Seeds.	
3.	Cloth bags packing.	
	Up to 1 Kg.	_____
	Up to 2 Kg	_____
	Up to 4-5 Kg.	_____
	Up to 5-7 Kgs	_____
4.	<b><u>Loosening &amp; Recleaning of seed</u></b>	
	1 Kg. to 2 Kg. (C. Bags)	_____
	2 Kg. to 7 Kg. (C. Bags)	_____
	20 Kg. to 30 Kg. bags (Paddy & Bengalgram)	_____
5.	Segregation of gunny bags and to make bundles of 50 bags and stacking thereof in comfortable position in the stores within the Plant premises.	_____
6.	Weighing and packing of under size seed in in Gunny bags & stacks	_____

Signature of the Party/Contractor  
Address with Phone No.



**SIZE OF PACKING :**

1. 50 gms, 100gms, 250 gms & 500 gms \_\_\_\_\_
2. 1 Kg. to 2 Kg. \_\_\_\_\_
3. above 2 Kgs. to 5 Kgs. \_\_\_\_\_
4. above 5 Kgs. to 10 Kgs. \_\_\_\_\_
5. above 10 Kgs. to 20 Kgs. \_\_\_\_\_
6. above 20 Kgs. to 30 Kgs. \_\_\_\_\_
7. above 30 Kgs. to 40 Kgs. \_\_\_\_\_
8. above 40 Kgs. to 80 Kgs. \_\_\_\_\_

PS :- Item 4 & 5 includes the filling work of packed cloth bags in Gunny bags, it's stitching and stacking thereof, wherever necessary.

**Additional Terms & conditions:**

37. Loading of Trucks / Trolleys in proper manner and unloading of Trucks and Trolleys and stacking of unloaded seed/material from the stores / plant, to the stores / Plant.
38. Lifting of Raw seed from the stores / Plant situated within the premises to the Plant Machine and Packed seed from Plant Machine to Stores / Plant store within the premises and stacking thereof.

39. Grading the stock, treatment of seed as per NSC norms, writing of lot number etc., on packing material and also on tag /labels, packing of seed in different sizes of bags after proper weighment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead-seal, sealing of seed bags under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety.

(All certification & Packing material to be provided by NSC)

40. Grading the stock, Packing and stitching the graded seed after weighment in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING**.

41. Segregation of seed lots due to rejection, stacking, restacking within the processing Plant Premises.

42. Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.

Weighing and Packing of under-size seed in Gunny bags and stacking.

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Regional Office: 17-11, North Lalaguda  
Tukaramgate, Secunderabad.

**HEAD OFFICE**  
BEEJ BHAWAN  
PUSA COMPLEX

Area Manager.  
National Seeds Corpn. Ltd.,  
Madikonda, Warangal.

**TENDER FORM FOR NSC LTD. MADIKONDA, WARANGAL**

Sealed tender superscribed '**TENDER FOR APPOINTMENT OF SKILLED LABOUR CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors, Registered with Labour Deptt. A.P. and having Minimum 05 Skilled Labourers under their control and having requisite experience in executing works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on Terms and Conditions below mentioned so as to receive in the office of the National Seeds Corporation Ltd., Madikonda, Warangal by \_\_\_\_\_ up to **3.00 PM**. The tender received will be opened on \_\_\_\_\_ at **3.30 PM** in the office of this Corporation at Madikonda, Warangal in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

**' TERMS AND CONDITIONS'**

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SKILLED LABOUR WORK CONTRACTOR AT NSC LTD. MADIKONDA, WARANGAL". The tenderers must fill in their rates both in words and in figures in the tender form and the rates quoted in all cases must be firm and inclusive of all charges.
2. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be entered into with the contractor would be subject to the deduction of Income Tax at source according to the provisions of section 194-C of Income Tax and the rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

**5. EARNEST MONEY:**

Tenderers are required to deposit Rs. 2,000.00 (Rupees Two Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Madikonda, Warangal in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 10,000/- Amount of EMD deposited can be adjusted towards security at the time of entering in to the contract, NSC shall not be liable to pay any interest on the security deposit amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this contract. In case of unsuccessful tenderers, EMD will be refunded without any interest within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time.

**30** NSC will not guarantee the minimum or maximum work load.

**31** All the work shall be attended on "to be billed" basis and the payment will be made by Area Office, Madikonda, Warangal, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.

**32** The payment shall be made by crossed A/C payee cheque,, in favour of the contractor, on production of bills and certificates, as mentioned in the proceeding para and such payment will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost, thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills.

**33** The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event of failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will be deductible from the bills of the Contractor. Labourers engaged by the Corporation shall be conclusive evidence

of the amount paid and the contractor shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.

- 34** All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc/ should be submitted by the Contractor every month and based on the satisfactory production of returns only action will be initiated for release of monthly bill to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payment are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
- 35** The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance register and wages disbursement register in respect of labourers provided by the Contractor to NSC and the Area Manager, NSC, Madikonda, Warangal, has reserved the right to call for such like record for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part of contractor, the contract can be terminated forthwith, besides initiating other legal actions, as deemed fit, by the National Seeds Corporation Ltd.
- 36** The tenders not confirming to the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender by the Tender Committee.
- 37** The successful tenderers shall be intimated by the letter or other means of communication and the tenderers so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve as merely confirmation of the initial intimation and shall be affect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.
- 38** The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons, whatsoever, and Area Manager, NSC, Warangal reserves the right to reject any or all, or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Madikonda, Warangal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.
- 39** The tenders received from the contractors, black listed by NSC or any other/ Government Department, shall not be considered.
- 40** Original registered Labour Licence for minimum 20 Labours, Income Tax Certificate and experience certificate are required to be attached with the tender,

failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.

- 41 The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs.100/- by cash only. The sale of tender form shall be closed on **23.01.2009 at 3 P.M.** and no tender can be sold after this date / time. The tender form shall be available for sale at Area Office, Madikonda, Warangal on all working days from 9.30 to 5.30 P.M.
- 42 The agreement entered in to with the Contractor shall be valid up to final packing and the same can be renewed with the mutual written consent of the parties. However, in case, if failure on the part of contractor, to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Madikonda, Warangal reserves the right to terminate the contract at any time.
- 43 In the event of any difference or dispute arising out or in connection with agreement entered in to the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.
- 44 The parties hereby agree that in the event of any disputes, no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
- 45 The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the Courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
- 46 The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed proforma.
- 47 The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules will be taken.
- 48 Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
- 49 Grading / processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., on packing material and also on tag /labels, packing of seed in different sizes of bags after proper weighment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead-seal, sealing of seed bags under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety. Loading & unloading of seed material loading of Carton boxes, packing of seed manually processing of small seeds, shifting of seed from plant to stores & stores to plant, sundrying & mechanical seed drying, pouch packing, segmentation & bundling.  
(All certification & Packing material to be provided by NSC)

- 50** Grading / Processing the stock, Seed grading, bulk packing & stacking, treating cloth bag standard packing, filling in gunny bags & stacking, sundrying of seeds, labeling/tagging & stacking, Packing after seed treatment and stitching the graded seed after weighment in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING after getting the QCL/STL results.**
- 51** Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
- 52** Weighing and Packing of under-size seed in Gunny bags and stacking.

(B. RAMESH)  
Regional Manager