

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.,
Industrial Estate, Kurnool

TENDER FORM FOR NSC LTD. INDUSTRIAL ESTATE KURNOOL

Sealed tenders 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., Industrial Estate, Kurnool 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 Industrial Estate, Kurnool 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. INDUSTRIAL ESTATE, KURNOOL". 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 Industrial Estate, Kurnool 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 deposit at the time of entering in to the contract. NSC shall not be liable to pay any interest on the security 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, Industrial Estate, Kurnool, 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 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 NSC and the same will be deductible from the bills of the Contractor. The Labourers so engaged by the Corporation 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 for verification, based on the satisfactory returns only the monthly payments action will be initiated for releasing of the amount 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, Industrial Estate, Kurnool 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, Kurnool 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, Industrial Estate, Kurnool 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, Industrial Estate, Kurnool 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, Industrial Estate, Kurnool 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 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 & unloading of Carton boxes, packing of seed manually processing of small seeds, shifting of seed for plant to stores and stores to plant,sundrying & mechanical seed drying, pouch packing, segmentation and 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 and stacking, sundrying of seeds, labeling/tagging and 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.**
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

From

To

The Area Manager,
National Seeds Corporation Ltd.,
Industrial Estate, Kurnool

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 Industrial Estate, Kurnool are as follows.

Sl.No.	Item of work	Rate per qtls.
1.	<u>Processing of Seed</u>	
	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.	<u>Loosening & Recleaning of seed</u>	
	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.

Annexure - I

National Seeds Corporation Ltd.,
Regional Office: Secunderabad.

SECURITY SERVICE TENDER TERMS & CONDITIONS

1. The Security Contract is for one year and likely to be renewable for a further period on mutual agreement of Contractor and NSC.
2. Watch and ward in three shifts around the clock so that they perform 8 hours duty in a day. 6 days a week and 7th day will be weekly rest day. The duties on rest day will be compensated through Reliever to be provided by Security Service at his cost.
3. The service charges to be quoted as per tender proforma and shall include payment as per minimum wage act. The ESI, EPF and other incidentals as per provisions of concerned Acts should be remitted regularly by the Contractor to the concerned Authorities, under intimation to NSC. NSC will not pay any extra for remitting the same as above.
4. (i) The Contractor submitting the tender should be a registered Agency with Central/State Government for ESI, Labour Law, EPF, Income-tax documentary proof and PAN No. shall be enclosed to the tender failing which tender will be rejected.

ii) Income tax will be deducted at source as per rules.
5. i) The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss has to be made good by the Contractor within 48 hours failing which the same will be recovered from the Security Deposit or from other sources available.

ii) During the period of security services contract by the Contractor if found totally unsatisfactory and deviating the terms & conditions stated above. Competent Authority have a full right to terminate the contract agreement without giving any prior notice and forfeiting the security.
6. Security Administration:
i) The Security personnels will be under the direct control of supervision of respective office Area Manager. They will obey all instructions that may be given to them time to time. Security personnel is to be replaced or changed as and when required by NSC.
ii) Contractor shall provide Security Personnel in uniform including Shoe, Caps, Belts, Whistle with Card and other items which are necessary for Security staff NSC will provide torches with batteries for night duties.
7. The Contractor shall arrange for following Security Services:
i) Regulating, checking, recording and reporting incoming and out-going material to/from the factory side strictly as per the Challan and gate-pass.
ii) All the employees of the factory will be checked physically including their belongs while leaving the factory premises.
iii) No employee will be allowed to leave the factory during the working hours without proper permission in writing from their superiors/departmental head/
iv) Restricting the entry of unauthorized persons into the factory premises.
v) The report of non-compliance of security services and procedure and their investigation shall be submitted to the Head of the office by Security Guard/Agency.

- vi) All the security personnel shall be trained in the fire fighting so that they can put off fires/accidents within their ability.
- 8. The Contract is liable for termination at any time by one month notice in writing by either side.
- 9. In the event of any difference or of a dispute arising out or in connection with agreement entered into the Contractor shall be referred to the jurisdiction of Sole Arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Ltd; on Application being made to him by either of the parties. There shall be No objection to such person being nominated as an Arbitrator being in any manner connected with either NSC or the Govt. of India or any other Government Undertaking. The Arbitrator so appointed shall have the powers to decide determine its own procedure and shall make an award within such time as may be possible in the circumstances of the case.
- 10. The successful tenderer shall be entered into the agreement on non-judicial stamped paper of Rs. 100/- value for agreeing the above terms & conditions of the Security Contract and award of the work is valid from the date of signing the agreement.
- 11. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reason what-so-ever.

(B.RAMESH)
REGIONAL MANAGER