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National Seeds Corporation Limited
(A Government of India Undertaking)
Regional Office – Sheikhpura, Patna – 800014
Telephone No : 0612-2287744
Fax : 0612-2282412 Email: rm.patna@indiaseeds.com




File No: Prodn-4(Cust Processing)NSC/Patna/ 2018-19

Date: 01-02-2019

ई-निविदा

नेशनल सीड्स कार्पोरेशन लिमिटेड (भारत सरकार का संस्थान) पटना, दो बिड प्रणाली (तकनीकी एवं वित्तीय) में बिहार राज्य के बक्सर, सासाराम, सोनाव (कैमूर) में धान, गेहूं एवं दलहन बीजों के विधायण (Processing) एवं पैकिंग (गोदाम के साथ) के कार्य हेतु अनुभवी बीज विधायण कर्ता से ई-निविदा आमंत्रित करता है। ऑनलाइन ई-निविदा 25-02-2019 को दोपहर 02 बजे तक तक ही प्राप्त की जाएंगी। निविदा की समस्त नियम एवं शर्तें NSC की website www.indiaseeds.eproc.in, www.indiaseeds.com पर उपलब्ध है। **आवश्यकतानुसार शुद्धि पत्र इत्यादि नेशनल सीड्स कारपोरेशन की वेबसाइट पर ही उपलब्ध होगी।**

क्षेत्रीय प्रबंधक




  	<p>National Seeds Corporation Limited (A Government of India Undertaking) Regional Office – Sheikhpura, Patna – 800014 Telephone No : 0612-2287744 Fax : 0612-2282412 Email: rm.patna@indiaseeds.com</p>
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E-tenders For Custom processing processing , packing and storage Paddy & Wheat of seed

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: 25.02.2019 up to 2.00 PM.
ON NSC e-Portal <http://indiaseeds.eproc.in>

OPENING OF TENDER	: 25-02-2019 at 3.00 P.M
(ENVELOPE NO.1—TECHNICAL BID) COST OF TENDER FORM	: Rs. 1000/- (Rs. One thousand Only) to be paid online only .
EMD	: Rs.25000/- (Twenty Five Thousand Only)

  	<p align="center">National Seeds Corporation Limited (A Government of India Undertaking) Regional Office – Sheikhpura, Patna – 800014 Telephone No : 0612-2287744 Fax : 0612-2282412 Email: rm.patna@indiaseeds.com</p>
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NOTICE INVITING E-TENDER

Online e-tenders are invited from the reputed and experienced Custom Processors/ Contractors, for processing , packing with storage of Paddy and Wheat seed. The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on 31st March 2020.

SI.NO	Crop	Session	Location and Quantity (In Qtls.) with Godown
1	Paddy, Arhar	Kharif-2018	Sasaram-1750 + Buxar-2200 =3950 qtls
2	Wheat, Lentil	Rabi 2018-19	Sonaw-5000 + Sasaram-8500 + Buxar-15000 =28500 qtls

Particulars	Details
Date of issue of NIT	01-02-2019
Date and time for submission of online bid	From 04-02-2019 to 25-02-2019 02:00 PM
Date and time of opening of Technical Bid in Online mode at NSC Patna	25-02-2019 At 03:00 PM
Tender Fee(To be deposited online only)	Rs.1000(One Thousand Only)
EMD (To be deposited online only)	Rs.25000/-(Twenty Five Thousand Only)
Address for Communication	Regional Manager National Seeds Corporation Ltd Patna-14
Contact Person (with Phone No & E-Mail)	M.L. Sharma, Manager(P), 9771447780 Email: nsc.prodn.ptn@gmail.com

Tender document may be seen on www.indiaseeds.com , <https://indiaseeds.eproc.in>, and <https://eprocure.gov.in> .

Regional Manager

SECTION – I**INSTRUCTIONS TO TENDERER – ONLINE MODE****DEFINITIONS:**

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

1. ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC’s. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is 1 year.
- In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through Online mode (internet banking/debit card/credit card).
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both ‘EMD’ and ‘Tender Document Fee’ are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

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

- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

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

3. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS :

- The Bidder may modify, substitute or withdraw It's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

4 . OPENING AND EVALUATION OF APPLICATIONS :

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in

the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.

- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

5. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.

6.SUBMISSION OF OFFER: - Offer must be submitted on-line. The prescribed tender form is provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

7. FORMAT AND SIGNING OF TENDER: - (a) **Tenderers** are required to submit their e-tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

8. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall attach technical specifications of quoted item, Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of Part ‘B’ of tender document , requisite EMD, profile of the company as per Annexure-B of Section-III Part ‘B’ along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

9. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

10. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender .In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

11. LATE TENDER: - After deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will not be entertained.

12. OPENING OF TENDER: - The purchaser/Corporation will open tenders online. The “**Technical & Commercial bids**” shall be **opened on the date of opening tender** and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid** will be **informed separately**.

13. CLARIFICATION OF BIDS:- To assist in the examination ,evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

14. AWARD CRITERIA: - Purchaser/Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender , provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional office:Patna

Section- II

National Seeds Corporation Limited, Patna is interested to get the processing of seeds of Wheat, Paddy & varieties which are produced in this region on custom basis for a period of **two years (from 01.04.2019 to 31.03.2021)**. The online e-tenders are invited from the reputed and experienced Custom Processors/ Contractors, who have got processing facility such as godown, seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Spiral separator, Seed Treater, Destoner, Elevator, Flight belt Conveyor, Storage Bin, Weigher Bagger, Sealer, Moisture Meter, bag closer, electric supply etc. and trained and professional man-power for operation and management of seed processing plant in both Kharif and Rabi Seasons. **The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on 31st March 2020.** The carryover stock will also be available for revalidation. Revalidation has also to be done on custom basis by the Custom Processor/ Contractor.

(I) Quantum of seeds for processing :

* It is expected that the 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 quantity for processing can not be assured.

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

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

- i) **Sonaw**
- ii) **Sasaram**
- iii) **Buxar**

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

Period of Contract :

This contract will be for a period of **two years** and if mutually agreed it can be extended for further two years at the same rates and same terms and conditions.

(2) Eligibility as a Custom Processor/ Contractor :

- i. The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the current year ending on 31st March 2020

- ii. The Custom Processor/ Contractor should be experienced in carrying out custom processing of Cereals, Pulses, Millets, Oil Seeds like Soyabean, Moong, Redgram, Wheat, Gram etc.
- iii. The Custom Processor/ Contractor should have seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Seed Treater, Spiral separator, Destoner, Elevator, Flight belt Conveyor, Storage Bin, Weigher Bagger, Sealer, Moisture Meter, bag closer etc. in good condition and having capacity Two to four tons per hour so as to complete the processing of above quantum of seed in Kharif Season from December to March and in Rabi Season from July to September. The make of the machinery must be from the reputed companies.
- iv. The Custom Processor/ Contractor should be able to complete the processing of seeds in both seasons in time limit given as availability of seeds timely for marketing is a crucial parameter for the Custom Processor/ Contractor and NATIONAL SEEDS CORPORATION LTD.
- v. The Custom Processor/ Contractor should have sufficient trained and professional man-power 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 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.
- vii. The Custom Processor/ Contractor should have registration with Assistant Commissioner of Labours for engaging labours and handling labours more than 40 numbers and also registration from Shop and Establishment Office.
- viii. The Custom Processor/ Contractor should have CPF registration from Commissioner of CPF Office.
- ix. The Custom Processor / Contractor should have GST , Professional Tax registration and PAN.
- x. Seed Processing Plant should be approved by the Factories Inspection Office and Seed Certification Agency for running the 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.
- xi. Godown for storage of seeds should be constructed of RCC and brick work and should have sufficient plinth height of at least 1 to 3 ft. from ground level to avoid dampness and also sufficient ventilation for aeration in the godown and good openable shutters/ doors and flooring of PCC or mastic flooring or trimix flooring. Separate godown for storage of low grade, failed seed and processing materials should be available. Storage capacity of the godown is calculated with the norms of

1.25 sq. ft. for each quintal of seed. Soybean seeds stack height should not be more than seven feet or six layers of raw seed bags or 15 nos. of good seed (30 kg.) bags. Thus, sufficient space for the quantum of seeds required is as under:

- Godown for storage of raw seed/ good seed/passed seed . 10,000 to 30,000 sq. ft.
 - Godown for storage of low grade/ failed seed and processing materials .. 2,000 to 6,000 sq. ft.
 - Godown should have brick wall, steel shutters, steel/ wooden ventilator and A.C. Sheets roof preferably instead of G.I. Sheets or powder coated traphered sheets and the height of the godown to eve level should be minimum four metre (13 feet) from plinth level. The godown should be leak proof and well ventilated.
 - Separate Seed Processing plant building of atleast 3,000 sq. ft. for machinery and operation should be available.
 - The premises of seed processing plant should have either compound wall or atleast barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant and stock.
 - Processing plant building and godown should be located on elevated ground area and should not be nearby river/ Nalla/ stream or should not be located near explosive industry to avoid fire. Similarly location of plant and godown should be away from domestic area.
- xii. 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, reservoir, SIDC, Corporation or Nagar Parishad.
- xiii. Required number of labours male and female and additional labours should be made available for processing work.
- xiv. Electric supply of minimum 40 HP 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/ contractor should run plant in two or three shifts as per the processing load allotted by NATIONAL SEEDS CORPORATION LTD to complete the processing within time limit given by National Seeds Corporation Ltd. In case of load shading/ continuous power failure the custom processor / contractor should run the plant by using DG set either owned or hired so that processing should be completed within time limit given by NATIONAL SEEDS CORPORATION LTD . National Seeds Corporation Ltd will not provide DG set, diesel, oil etc. neither NATIONAL SEEDS CORPORATION LTD will bear any extra expenditure.
- xvi. All the stationery, stamp, sample bags, Pen, Pencil, papers, polyethylene bags will be required and will be supplied by NATIONAL SEEDS CORPORATION LTD.
- xvii. Seed certification charges will be paid directly by NATIONAL SEEDS CORPORATION LTD 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 NATIONAL SEEDS CORPORATION LTD Officers and Seed Certification Agency Officers has to be made by the Custom Processor/ Contractor and the tea/Coffee atleast two times in shift has to be arranged by the Custom Processor/ Contractor.

- xviii. Sufficient space for sitting and waiting for seed growers and if required for night halt has to be made by the Custom Processor/ Contractor.
- xix. Rest house for SCA staff for night shifts should be provided by custom processor/ contractor.
- xx. Sufficient drinking water facility, toilet, bathroom etc should be provided by custom processor/ contractor.
- xxi. Office attendant to SCA and National Seeds Corporation Ltd officers should be provided by custom processor/ contractor.
- xxii. Separate cupboard with lock and key arrangement should be provided for SCA and National Seeds Corporation Ltd to keep record, tags etc while period of processing by custom processor/ contractor.
- xxiii. All the staff, labours and handling labours have to be engaged by the Custom Processor/ Contractor.
- xxiv. Any injury caused to handling labour, casual labour, National Seeds Corporation Ltd or SSCA staff 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.
- xxv. The Custom Processor/ Contractor has to raise the bill monthly and payment will be made by NATIONAL SEEDS CORPORATION LTD at the approved rates within 15 days from the date of receipt of bill to Regional Manager office with clear certificate from the NATIONAL SEEDS CORPORATION LTD's officer posted at seed processing plant for supervising the work.
- xxvi. The quality of the seed has to be maintained in the storage as well as quality of seeds at the time of processing has to be maintained well as per the directives of NATIONAL SEEDS CORPORATION LTD officers posted at the plant. NATIONAL SEEDS CORPORATION LTD 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 has to be followed while processing.
- xxvii. No excessive shortages should occur in the seed lots of seed growers due to careless handling, leakages and overages, sweeping and cleaning and bad storages and if occurred the Custom Processor/ Contractor will be responsible and amount will be recovered from the Custom Processor/ Contractor for such wastage, excessive shortages in seed stock as well as in processing materials. There should be no shortage in Rabi seeds in processing Rabi season. The increased weight due to moisture should be given to concerned seed growers. In case of theft and fire of seed stock and processing materials or any other material from godown/ premises of Custom Processor/ Contractor, it will be the responsibility of the Custom Processor/ Contractor and cost of such stock/material will be recovered from Custom Processor/ Contractor at selling rates of seed stock and material.

- xxviii. Custom Processor/Contractor will insure the stock and material against fire, theft, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC. In case of any loss to National Seeds Corporation Ltd, SSCA materials and seed stock at custom processor/ contractor premises then the cost of the same will be recovered at selling rate decided by National Seeds Corporation Ltd. . .
- xxix. No security or watch and ward charges will be provided by NATIONAL SEEDS CORPORATION LTD and sufficient Security/ watch and ward has to be provided by the Custom Processor/ Contractor.
- xxx. Custom Processor/ Contractor or his authorized representative should always be present in the plant to attend to the problems of seed growers, labours, handling labours, Seed Certification Agency and NATIONAL SEEDS CORPORATION LTD.
- xxxi. In case of delay in processing, the penalty @ Rs. 75/- per quintal per day will be charged to the Custom Processor/ Contractor for a period of fifteen days and thereafter seed stock will be moved from the plant and it will be processed either at NATIONAL SEEDS CORPORATION LTD own plant or at other plant and full amount of processing expenditures and transport and handling expenses incurred will be recovered in advance.
- xxxii. 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 NATIONAL SEEDS CORPORATION LTD. NATIONAL SEEDS CORPORATION LTD will seal all the godowns and plant buildings of Custom Processors to ensure safety and security of NATIONAL SEEDS CORPORATION LTD 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.
- xxxiii. 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 NATIONAL SEEDS CORPORATION LTD staff and it will be checked and signed by NATIONAL SEEDS CORPORATION LTD officers. All the raw seed receipts and low grade, failed seed gate pass will be issued by NATIONAL SEEDS CORPORATION LTD staff to the seed growers, dealers and NATIONAL SEEDS CORPORATION LTD units. The Custom Processor/ Contractor will have to assist in maintaining records. All records will be in the custody of NATIONAL SEEDS CORPORATION LTD staff.
- xxxiv. Limited staff like Plant / Shift Incharge may be provided by NATIONAL SEEDS CORPORATION LTD 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 NATIONAL SEEDS CORPORATION LTD on NATIONAL SEEDS CORPORATION LTD own expenditure.
- xxxv. The Custom Processor/ Contractor should keep good liaison with seed growers, NATIONAL SEEDS CORPORATION LTD officers and Seed Certification officers and all concerned Government Officers.

- xxxvi. 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. NATIONAL SEEDS CORPORATION LTD and Custom Processor/ Contractor.
- xxxvii. All the payments of processing contract 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.

Payment terms:

The first 75% of the payment will be released for graded quantity on monthly basis. Balance 25% payment will be released after completion of the processing work and handing over the left over quantity of certification and packing material in good condition to concerned Area/Regional Office.

It will be responsibility of custom processor to return all processing materials with its account to NSC and Certification materials to SCA with its accounts. Also all records like Control Register, tagging register, tag account register, Gate pass and Release orders etc. should be handed over to NSC and SCA. Only after obtaining receipt/NOC, the above 25% payment will be released. Also all low grade, empty gunny bags, rejected seed and failed seed should be returned to the seed growers.

- TDS @2% or Tax deducted as per rule from each bill, when valid PAN Card is produced. Otherwise, as per rules, it shall be deducted.

Payments to Grower: Advance Payment to the growers will be released after getting Bank Guarantee(BG) from processor (90% of Bank Guarantee (BG)) The BG is necessary because all growers are local and familiar with seed processors and the Facilitator may distribute the Foundation Seeds/Production to growers with the consent of the Processor.

Settlement of disputes:

All disputes 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/tender shall be referred to the Sole 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.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be

binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

- I. All above payments will be on FINAL GOOD SEED BASIS.**
- II. The payment will be released on monthly basis for the activities done in that particular month to the Custom Processor by RTGS/NEFT from Regional Office after getting certificate on back side of the Bill from NSC, Area Manager. The bills will be issued by the Custom Processor and payable to the bank as requested by Custom Processor. RTGS/NEFT commission is to be borne by the Custom Processor.**
- III. Detail draft agreement is enclosed.**

Section- III

General terms and conditions :

1. 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.
2. The Custom Processor/ Contractor will seal all the doors and shutters of the plant in presence of NATIONAL SEEDS CORPORATION LTD officers and whenever NATIONAL SEEDS CORPORATION LTD officers are not present or the plant is required to operate except where the NATIONAL SEEDS CORPORATION LTD stock is not stored that can be opened by the Custom Processor/ Contractor. In case of theft of NATIONAL SEEDS CORPORATION LTD stock or delivering seed or any material without knowledge or written order to any other party, entire responsibility will be of custom processor and losses will be fully recoverable from custom processor.
3. 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 NATIONAL SEEDS CORPORATION LTD seed. The Custom Processor/ Contractor has to give first preference of processing of NATIONAL SEEDS CORPORATION LTD 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.
4. The Custom Processor/ Contractor has to deposit **Rs. 50,000/-** (Rupees fifty thousands only) as a Security Deposit with NATIONAL SEEDS CORPORATION LTD. Earnest Money Deposit **Rs. 25,000/-** (Rupees Twenty five thousand only) is to be paid through **online mode .ie Credit Card/ Debit card /Internet Banking**, in. Else tender will be rejected.
5. 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.
6. If it is observed that there is a 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 all the stock is stored and processed in the Custom Processor/ Contractor's plant.
7. NATIONAL SEEDS CORPORATION LTD reserves the right to terminate the contract of processing at any time with one month's notice to the Custom Processor/ Contractor.

8. Processor will collect the raw seed from the growers , after that same will be processed. He will protect growers seed from insects by spraying insecticide and fumigates the stock . At the time of processing and packing the seed may be mixed by the mistake of labourers and seed may be damaged in the form low germination during fumigation by using of high dose of chemicals. Therefore, Processor will be responsible for such type problem or any other kind of complaints received from dispatch/field of farmers.
9. There should have no mortgage for seed in store at any stage, from any financial institution .
10. At the time of lifting of packing material, the processor will deposit BG for the value of Packing materials. .
11. In Without godown tender, the processor will lift seed from NSC's godown and the same be shifted to NSC godown after processing and packing .

Custom Processing Charges :

The Custom Processor/ Contractor has to quote the processing rates for the following individual operation on per quintal basis, so that in case of single operation performed, the payment can be done for individual operation also and in case of all operations are performed then total processing charges on per quintal basis can be released to the Custom Processor/ Contractor. **The processing charges are to be quoted on raw seed basis and also on good seed basis for complete processing.**

Important

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

The Custom Processor/ Contractor can also quote the rate of processing on per quintal basis. **In case godown is provided by NATIONAL SEEDS CORPORATION LTD, then the processing contract rate without godown should be quoted** or rent of godown per month should be quoted payable to NATIONAL SEEDS CORPORATION LTD, so that godown can be rented by NATIONAL SEEDS CORPORATION LTD to the Custom Processor/ Contractor. All repairs and maintenance expenditure will be made by NATIONAL SEEDS CORPORATION LTD and will be recovered from the Custom Processor/ Contractor. No Operator will be provided by NATIONAL SEEDS CORPORATION LTD for operation and repairs and maintenance of machinery. The Custom Processor/ Contractor will have to provide Operators in two/three shifts at his own expenses to run the machinery of NATIONAL SEEDS CORPORATION LTD.

* Custom Processor/ Contractor is free to rent the plant building and godown for the purpose of seed processing plant having located at elevated place with the godown and plant building having above specifications. NATIONAL SEEDS CORPORATION LTD will not pay any godown rent separately.

* Total storage period from raw seed receipt to dispatches of passed seed and Low grade, failed seed disposal will be six months and in case more than six months storage is required, NATIONAL SEEDS CORPORATION LTD will pay rent @ Rs. 2.00 per quintal per month at taluka level & @ Rs.3.00 per quintal at district level.

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

Instructions for custom processor:

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 and technical manpower should be provided by custom processor. NATIONAL SEEDS CORPORATION LTD will depute only one representative to look after quality of seed.

Processing rates:

The processing rates will include the following activities;

1. Unloading of raw seed/carry over 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 Custom processor/ Contractor.
 - b) Drawing sample from each and every bag while unloading. Custom processor/ Contractor will have to use his own sampler.
 - c) Checking moisture content of lot. Custom processor/ Contractor will have to use his own moisture meter.
 - d) Bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor.
 - e) Stitching of torn gunny bag . Only Jute twine will be provided by National Seeds Corporation Ltd. If National Seeds Corporation Ltd representative desires to change the more torn gunny bag the same have to be changed by new gunny bag provided by National Seeds Corporation Ltd.
 - f) Custom processor/ Contractor will have to unload raw seed / carry over seed at any godown at which raw seed/ carry over seed is to be stored for processing on particular plant.
 - g) Writing and maintenance of all records as per directives of National Seeds Corporation Ltd representative.
2. Sorting of passed and failed lots in QCL test.
3. Processing of raw seed i.e. lot wise grading of raw seed on air screen seed cleaner, gravity separator, spiral separator seed treatment (slurry or dry). If National Seeds Corporation Ltd desires to put treatment materials like thirum inside the good seed bags then the packets of the same will have to be prepared by Custom processor/ Contractor. No separate charge will be given for the same. Empty packets will be provided by National Seeds Corporation Ltd for packing, Weighing of good seed and low grade, Stitching of good seed bags either with tags and labels or without tags and labels. Stitching of lowgrade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bag, Bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside

sample bag, stitching of sample bags etc to send to STL/QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor. Writing and maintenance of all records i.e. control register, grading/shift register, tagging register, history register, and any record as per directives of National Seeds Corporation Ltd representative and SCA.

4. Sorting of passed, failed and result awaited lots.
5. Bagging and Tagging of passed lots.
6. MRP and other matter printing on good seed bags as desired by National Seeds Corporation Ltd
7. Dispatches of released seed lots for marketing.
8. Returning of failed lots and low grade, empty gunny bags to seed growers
9. Delivery of failed seed / low grade to successful tenderer called by National Seeds Corporation Ltd.
10. It will be a responsibility of 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 is excessive or intentional then the same will be recovered from custom processor.
12. It will be a responsibility of custom processor to satisfy seed growers by intimating them about processing, by giving proper attention to them. Behavior with NATIONAL SEEDS CORPORATION LTD seed grower should be courteous and polite.
13. If SSCA or National Seeds Corporation Ltd 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.
14. Entire electrical bills will be paid by custom processor.
15. All expenditure required for office and tea to AO etc will have to be borne by Custom processor.
16. All taxes, levies etc are to be borne by custom processor.
17. Entire certification charges will be paid by NATIONAL SEEDS CORPORATION LTD
18. Responsibility of National Seeds Corporation Ltd 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 custom processor.
19. Accounts of all seed, processing materials and seed certification materials will have to be kept by custom processor. Any loss to the same will be recovered from custom processor.

The rate of **fresh processing** will be for one time activity. The rate of **Revalidation work** should also be quoted for one time activity. If National Seeds Corporation Ltd desires for regrading of fresh as well as revalidated stock then the custom processor will have to do the same. The rate and conditions for the regrading will remain same.

Storage of seed

1. It will be a responsibility of custom processor to store raw seed, good seed, marketable seed as well as low grade and empty gunny bags of seed grower in proper and good condition.

2. It will be the responsibility of custom processor to keep seed without infestation. The chemicals, equipments and covers etc required to keep seed free from infestation will have to be available with custom processor.
3. Any loss to seed in storage or in transit after receipt i.e. due to infestation, rodents, theft, fire, rains, hail storm, strikes, accidents or by any reason will have to be borne by Custom processor.
4. The raw seed will be stored in NSC or NSC hired godown. If it is to be stored in Custom processor / Contract godown it will be in the custody of NSC representative.
5. Custom Processor/ Contractor cannot be Custom Producer of NSC.

The tenderers are requested to submit the tender only by online mode on NSC e-procurement website <http://indiaseeds.eproc.in>

contain details mentioned in Section-IV and should not contain rate schedule for custom processing.

Financial bid should contain rates schedule filled with the rates in Words and Figures as mentioned in Section V. The rates for all the operations as mentioned in Section- V must be quoted.

Section- IV**1. The Custom Processor/ Contractor has to provide the following documents in**

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

(A copy has to be attached for Sl.No. 2&3)

2. Seed Processing Work Experience:

Year	Crop	Processed Qty (In Qtls.)	Seed Processed for the company

3. Registration :

GST No.	
	Attach copy

4. Income tax Details::

PAN No	Returns for Last Two Years (attached)	
	Year	Copy
	2016-17	
	2017-18	

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

S.N.	Name of Machine	Make and Model	Capacity Mt/hour	No.of machines	Remark
1.	Air Screen Seed Cleaner				
2.	Sp.Gravity Separator				
3.	Flight belt conveyor				
4	V.B.Elevator				
5	Spiral Separator				
6	Seed Treater				
7	Destoner				
8	Moisture Meter				
9	bag closer				
10	Weigher Bagger				
11	Storage Bin				
12	Weighing balances 300 kg. capacity.				

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

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

S.N.	Name of Employee	Qualification	Experience

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

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

Signature of Processor _____

Name of Processor (s) _____

Seal of Processor _____

Location : _____

Date : _____

Section- V

Rate schedule for processing operations

Envelope- B : Processing rates at custom processing plants:

* **Fresh Grading rates (first grading rate)**

This includes all operations like lifting of stock from the stacks in the godown and weighing the stock, and conveying raw seed to the seed processing machinery and stacking the raw seed lotwise, opening the bags and feeding to elevator and conveyor, weighing of good seed and low grade, failed seed, sampling, bagging, advance tagging, MRP stamping, filling the bags in gunny bags, conveying the bags in the godown and its stacking etc. complete.

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Revalidation : (First grading Rates) :

Destacking lotwise, sorting lotwise, taking out small bags from gunny bags, writing tag Number of Seed Certification Agency, stacking bags, verification of lots and tags in presence of AO SCA and NATIONAL SEEDS CORPORATION LTD's Officers, opening of small bags and bulking, filling gunny bags, stitching gunny bags, carrying filled gunny bags to the seed processing machinery for operation, weighing

of good seed, low grade, sampling, records writing, advance tagging, bulking and refilling of gunny bags with seeds.

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Regrading rates :(of fresh aswell as revalidated stock)

This includes all operations like Destacking of gunny bags, carrying to working place, Lotwise sorting, opening of small bags and bulking, filling bags, stitching gunny bags, carrying bags to the seed processing machinery and stacking lotwise, opening bags for feeding to the elevator and conveyor, weighing of good seed and low grade, failed seed, sampling, bagging, advance tagging, MRP stamping, filling bags in gunny bags, carrying gunny bags and its stacking etc. complete

(Raw seed basis means actual quantity taken for processing. The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Table-1A

Rates quoted with Godown

Packing Size 21 Kg to 40 Kg.	Rates offered per quintal (Rs./qtl.)	
	Raw Seed Basis	Good Seed Basis
Fresh Grading Rate (Rs.)/Qtls		
Revalidation : (First grading Rates)/Qtls.		
Re-grading rates (Rs.) /Qtls		

Table-1B

Rates quoted with Godown

Packing Size 4 Kg to 10 Kg.	Rates offered per quintal (Rs./qtl.)	
	Raw Seed Basis	Good Seed Basis
Fresh Grading Rate (Rs.)/Qtls		
Revalidation : (First grading Rates)/Qtls.		
Re-grading rates (Rs.) /Qtls		

2. Handling rates

The Custom processor should offer his rates in schedule given below;

Table-2

Sr. No.	Raw seed receipt	Rates offered per quintal on raw seed basis (Rs./qtl.)
1)	Unloading, weighing and stacking in the godown	
2)	Unloading and stacking in the godown.	
3)	Unloading, sampling and stacking in the godown	
4)	Unloading, weighing, sampling and stacking in the godown	
5)	Unloading and weighing	
6)	Loading with weighing	
7)	Loading without weighing	
8)	Sorting of carryover	
9)	Bulk packing stock lotwise of sorted stock and its stacking.	

(The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer). All rates will be @ Rs/qtl and not on Rs/bag.

Other Ancillary activities

Re-sampling Rates :

De-stacking of gunny bags, carrying to working place, Lot wise sorting, random sampling from bags to be sampled sealed and again stacking.

Hand-cleaning Rates :

De-stacking of gunny bags, carrying to working place, Lot wise sorting, opening gunny bags, opening small bags, hand cleaning of seed, re-stacking, filling of seeds in small bags, stitching of bags, advance tagging, filling of small bags in to gunny bags, stitching of gunny bags and again stacking in godown.

(The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

*** MRP and other statutory information Stamping rates:**

De-stacking lot wise sorting and stacking, taking out small bags from gunny bags, stamping MRP on each bags and filling small bags in gunny bags, stitching gunny bags and stacking in godown.

(The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

Bagging and tagging of seeds Rates :

De-stacking of gunny bags, carrying to working place, Lot wise sorting, Opening gunny bags, stacking of seeds, filling bags, lot wise stacking, opening gunny bags, filling small bags, packing of small bags, MRP stamping, refilling of small bags in

gunny bags and carrying gunny bags in godown and its stacking.

(The rates should be quoted in figures as well as in words. Scratching must bear signature of tenderer)

*** Lotwise sorting Rates:**

De-stacking of gunny bags, carrying to working place, lot wise sorting, its stacking of bags in the godown, carrying of lot wise sorting of gunny bags, opening of bags, sorting of bags lot wise, writing Tag Number bundling.

Loading and unloading of seed filled gunny bags and its stacking :

Loading/unloading of seed filled gunny bags from truck/lorry and its stacking in the godown.

Weighing , sampling and stacking Rates :

Weighment of seeds in the godown and its stacking and writing name of seed growers, weight, crop, variety on gunny bags.

Loading and unloading of processing materials, sorting and bundling of processing material:

Table -3
Rate for Re sampling, Hand Cleaning,MRP, Bagging/Tagging

Sl.No	Particular Packing Size (21-40 Kg)	Rates (Rs.) offered per quintal in Rs/qtl. on Good Seed Basis
1	Re-sampling Rate	
2	Hand-cleaning Rates	
3	MRP and other statutory information Stamping rates	
4	Bagging and tagging of seeds Rates	
5	Loading and unloading of seed filled gunny bags and its stacking :	
6	Weighing , sampling and stacking Rates	
7	Lotwise sorting Rates	

*** Bundling of Gunny bags 50 kg bags Rates :**

Table-4

Sr. No.	Packing size	Rates offered per bundle Rs./ bundle
1.	Bundling of 50 & its stacking	

*** Loading and unloading, stacking and bundling of 50 kg. bags of Paddy, Wheat etc.**

Table-5

Sl. No.	Packing size	Rates offered per bundle Rs./ bundle
1.	Bundling of 50 & its stacking	

*** Fumigation, spraying and dusting to the seed stock :**

Fumigation, spraying and dusting will have to be done by Custom Processor for the NATIONAL SEEDS CORPORATION LTD stock in their godowns including cost of chemical (for spraying and fumigation) and fumigation covers.

Table-6

SI.NO	Fumigation Charges per stack	Rate (Rs.)
1	Up to 50 Qtls.	
2	51 to 200 Qtls	
3.	201 Qtls to and above	

Table-7

SI.No	Particular	Rate(Rs.)
1.	Spraying charges (per day)	

Note :-

- 1) Cleaning and sweeping of plant and godown will not be paid by NATIONAL SEEDS CORPORATION LTD and it is the responsibility of the Custom Processor/ Contractor to engage labours for this operation and also providing one Peon for Certification and NATIONAL SEEDS CORPORATION LTD office . This is the responsibility of the Custom Processor/Contractor and no separate payment will be made for such services.
- 2) The Custom Processor/ Contractor has to arrange for collecting Release Orders for processing from other units by deputing their persons and only conveyance charges as per actual on production of ticket and for carrying luggage will be reimbursed by NATIONAL SEEDS CORPORATION LTD and no wages and no separate DA will be paid except wages of person @ Rs. 75/- per day will be paid all the days on tour for NATIONAL SEEDS CORPORATION LTD work,
- 3) For printing 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 Custom Processor/ Contractor.
- 4) Printing/ stamping of truthful labels and tags is the responsibility of the 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 Custom Processor/ Contractor. Truthful labels shall be supplied by NATIONAL SEEDS CORPORATION LTD.
- 5) 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 Processor _____

Name of Processor (s) _____

Seal of Processor _____

Location : _____

Date : _____

Section- VII

The Custom Processor/ Contractor has to maintain the following records as per the contract Rules and Regulations Act :

- 1) Register of persons employed form No.IX.
- 2) Employment Card In form no. X be issued to each worker on 1st day of employment.
- 3) Wages cum Muster Roll in form XIV.
- 4) Deduction register in form No. XIV and XVIII
- 5) Over time register in form No. XIX.
- 6) The labour Welfare fund deductions in the month June & Dec.
- 7) Every Custom Processor/ Contractor should issue slips to the workers at least a day prior to the disbursement in form No. XV .
- 8) Signature of thumb impression of every worker on the register of wages cum muster roll be obtained and entries there should be authenticated by the initials of the Custom Processor/ Contractor or his representatives. The authorized representative of the principal employer shall affix his initials against each entries in the following forms :-

 “ Certified that the amount shown in column No. has been paid to the workman concerned in my presence”.
- 9) Register of fines information No. XVII.
- 10) Service Certificate be issued to the worker whose service have been terminated in form XI.
- 11) Custom Processor/ Contractor should sent half yearly returns in form No. XX in duplicate to the licensing officer before 31st Jan and 31st July of every year.
- 12) Every Custom Processor/ Contractor should display in abstract of the Act and rule in English and Hindi in such a form as approved by the commissioner of Labour.
- 13) **GST payment Register as per applicability**

All these formalities must be fulfilled by the Custom Processor/ Contractor before raising monthly payment to Regional Manager’s Office.
