	<p><b>NATIONAL SEEDS CORPORATION LIMITED</b>  (A GOVT. OF INDIA UNDERTAKING - MINIRATNA COMPANY)  (CIN NO: U 74899 DL 1963 GOI 003913)  PLOT NO. 24, INDUSTRIAL AREA, PHASE - 9,  MOHALI - 160 062  (PHONE) 0172-2214388/2215388 / (FAX) 0172-2213388  Email: <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a></p>
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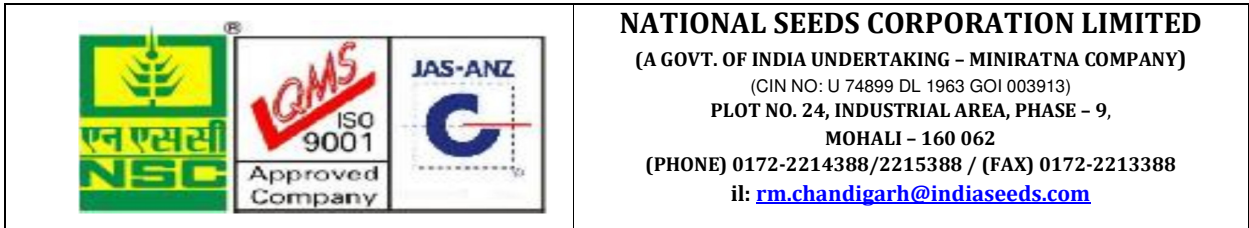
No. Prodn./Cust. Processing/NSC-CHD/19-20/

दिनांक: 02/04/2020

### निविदा सूचना

नेशनल सीड्स कार्पोरेशन लिमिटेड (भारत सरकार का संस्थान) मोहाली-चंडीगढ़ दो बीड प्रणाली (तकनीकी एवं वित्तीय) में पंजाब एवं हरियाणा राज्य के जालंधर, भटिंडा, करनाल एवं हिसार में गेहूँ बीज के भंडारण (Storage), विधायन (Processing) एवं पैकिंग के कार्य हेतु अनुभवी बीज विधायनकर्ता से निविदा (ऑनलाइन) एवं ऑफलाइन रूप में आमंत्रित करता है। निविदा ऑनलाइन एवं ऑफलाइन दिनांक 13/04/2020, दोपहर 2.00 बजे तक ही प्राप्त की जा सकेगी। निविदा की समस्त नियम एवं शर्तें एनएससी की वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com), <https://indiaseeds.eproc.in> पर उपलब्ध है। आवश्यकतानुसार शुद्धिपत्र इत्यादि नेशनल सीड्स कार्पोरेशन की वेबसाइट तो पर ही उपलब्ध होगी।

**क्षेत्रीय प्रबन्धक**



No. Prodn. /Cust. Processing/NSC-CHD/19-20/

Dated: 03/04/2020

**NOTICE INVITING TENDER**

**Online and Offline tenders** are invited under two bid system from the reputed and experienced Custom Processors/ Contractors, for processing, packing with storage of Wheat seed. The processing Plant should be registered with State Seeds Certification Agency and License should have been renewed for the **financial year ending on 31<sup>st</sup> March 2021.**

Sl. NO	Crop	Session	Location and Quantity (In Qtls.) with Godown	
1.	Wheat	Rabi 20-21	Hisar	38000
			Indri	38000
			Kurukshetra	5000
			Amritsar/Gurdaspur	20000
			Gidderbaha	20000

Particulars	Details
Date of issue of NIT	03/04/ 2020
Date and time for submission of online / offline bid	<b>13/04/2020 2:00 PM</b>
Date and time of opening of Technical Bid in Online/ Offline mode at NSC Mohali	<b>13/04/2020 At 03:00 PM</b>
Date and time of opening of Financial Bid in Online / Offline mode at NSC Mohali	13/ 04/ 2020 At 4.00 PM
<b>Tender Fee</b> : Online through <b>RTGS/NEFT</b> or in the form of <b>Bank DD</b> in the name of National Seeds Corporation Ltd. payable at Mohali	<b>Rs.1180/-</b> (One Thousand One Hundred Eighty Only)
<b>EMD</b> : Online through <b>RTGS/NEFT</b> or in the form of <b>Bank DD</b> in the name of National Seeds Corporation Ltd. payable at Mohali	<b>Rs.50000/- (Rupees Fifty Thousand Only)</b>
Address for Communication	Regional Manager National Seeds Corporation Limited 24, Phase – 9 Industrial Area Mohali 160 062
Contact details:	0172-2214388/2215388 Email: <a href="mailto:nsc.chd.prodn@gmail.com">nsc.chd.prodn@gmail.com</a> / <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a>

Tender document may be seen on [www.indiaseeds.com](http://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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)
- 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 through **online** mode. Validity of Registration is 1 year.
- 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 online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- 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).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com).
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.
- 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 for online submission and **for offline submission, Tender form may be obtained from the office of Regional Manager, National Seeds Corporation, Plot No. 24, Phase-9, Industrial Area, Mohali** by paying the cost of tender form **Rs. 1180/- in Cash or DD in the name of National Seeds Corporation Ltd Mohali** and the Application may be **submitted online/ dropped in Tender Box at office in offline mode** following the instructions appearing on the screen / NIT document.
- Vender can pay tender document Fee as per tender document **online through Internet Banking / Debit Card / Credit Card/ offline through Cash or DD in the name of National Seeds Corporation Limited, Mohali.**
- 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 its e-bid / offline 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 / off line process. However, Corporation reserves the right for evaluation and decision based on tender submitted online / offline.
- NSCL shall open documents of the Application received in electronic / physical 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 / off line mode. 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 in case of e-bid / and to be signed on physical bid 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 duly signed. **In case of offline tender, the technical bid and financial bid should be submitted in separate sealed envelopes A-Technical Bid & B-Financial Bid along with requisite EMD, profile of company as per Annexure B along with documents as per the check list. Both the A&B envelopes should be kept in another envelop super scribing "Offline Tender for Custom Processing".**

**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 & offline. The "Technical & Commercial bids" shall be **opened on the date of opening tender** and "Financial 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 **Financial 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:**  
**Mohali-Chandigarh**

**Section- II**

**National Seeds Corporation Limited, Mohali** is interested to get the storage and processing of seeds of Wheat varieties which are produced in this region on custom basis for a period **from April 2020 to Feb., 2021**. The offline and online 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 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 31<sup>st</sup> March 2021.**

**(I) Quantum of seeds for processing :**

\* It is expected that the sizeable quantity of fresh 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 cannot be assured.

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

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

**Expected quantity of Wheat:**

- |      |  |
|------|--|
| i)   | <b>Amritsar/Gurdaspur (under A.O. Jalandhar) - 20000 Qtl.</b>  |
| ii)  | <b>Gidderbaha (under A.O. Jalandhar/Bhatinda) - 20000 Qtl.</b> |
| iii) | <b>Indri (under A.O. Karnal) - 38000 Qtl.</b>                  |
| iv)  | <b>Kurukshetra (under A.O. Karnal) - 5000 Qtl.</b>             |
| v)   | <b>Hisar (under A.O. Hisar) - 38000 Qtl.</b>                   |

The quantity at each plant will vary as per season. 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 **up to February 2021** depending on the season.

**(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 financial year **ending on 31<sup>st</sup> March 2021**.

- ii. The Custom Processor/ Contractor should be experienced in carrying out custom processing of Cereals i.e. Wheat and others
- iii. The Custom Processor/ Contractor should have seed processing machinery like Seed Cleaner cum Grader, Gravity Separator, Seed Treater, 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 for **Rabi Season. The Grading of the Seed must start from the May 2020 and must be completed by to 20<sup>th</sup> August 2020.** 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 season in time limit given as timely availability of seeds 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 manpower at the plant. The staff has to be available throughout the period as mentioned above 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 or his Labour 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.

- **Godown for storage of raw seed/ good seed/passed seed. 25000 to 40000 sq. ft. wherein the 25000 qtls to 40000 qtls raw seeds can be stored and the Godown will be separate for storage of NSC's Raw Seeds Stock wherein no any other seed will be stored. The lock & Key will be under the custody of NSC's concerned Area Manager only.**
  - i). **There must be covered space for undersize seed and custom processor shall be fully responsible for undersize quantity till it returned back to concerned NSC's growers.**
  - ii). **In the godown where NSC's seed will be stored, custom processor will not store anything else or other company seed.**
- **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 meter (13 feet) from plinth level. The godown should be leak proof and well ventilated.
- Separate Seed Processing plant building of at least 3,000 sq. ft. for machinery and operation should be available.
- The premises of seed processing plant should have either compound wall or at least barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant 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. **Security Deposit: - The custom processor cum warehouse provider has to submit the security deposit@ 10% of the value (@ MSP or advance payment made to grower whichever is higher) of stock stored in the godown of custom processor cum warehouse provider in the form of Bank Guarantee of any scheduled bank (Format attached) on or before intake of seeds in his godown and the validity of the BG up to 31st December 2020 which can be extended for further period of three months, if required.**
- xv. **Since NSC has to release payment to its seed growers immediately after intake, as such it shall be essential that custom processor cum warehouse provider will insure the stock and material against fire, theft, fraud, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC equal to the value of stock of seed stored in his godown and the insurance charges will be paid by Custom Processor. 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 from the custom processor cum warehouse provider at selling rate decided by National Seeds Corporation Ltd.**
- xvi. **Custom Processor cum warehouse provider has to issue and deposits the sufficient No's of Post Dated blank cheques in the Name of National Seeds Corporation Ltd along with a covering later on his letter pad as well as an affidavit duly notarized on stamp paper of value minimum Rs.500/- wherein the purpose is to be mentioned that in case of any type of risk/ fraud to the stock of seeds stored in his godown, NSC**



**is free to deposit the given cheques in bank and recovered the value of stock.  
(One blank cheque for each of Rs 25, 00,000/- as equal to the value of seed stock  
stored in his godown)**

- xvii. **After due verification of signature and others parameters of such security PDC cheques from the concerned bank, only the advance payments of growers whose seed kept in custom processors godown shall be release by NSC.**
- xviii. 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.
- xix. 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.
- xx. All the stationery, stamp, sample bags, Pen, Pencil, papers, polyethylene bags will be required and will be supplied by NATIONAL SEEDS CORPORATION LTD.
- xxi. 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 at least two times in shift has to be arranged by the Custom Processor/ Contractor.
- xxii. Sufficient space for sitting and waiting for seed growers and if required for night halt has to be made by the Custom Processor/Contractor.
- xxiii. Rest house for SCA staff for night shifts should be provided by custom processor/ contractor.
- xxiv. Sufficient drinking water facility, toilet, bathroom etc should be provided by custom processor/ contractor.
- xxv. Office attendant to SCA and National Seeds Corporation Ltd officers should be provided by custom processor/ contractor.
- xxvi. 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.
- xxvii. All the staff, labours and handling labours have to be engaged by the Custom Processor/ Contractor.
- xxviii. 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.
- xxix. **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.

- xxx. 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.
- xxxii. **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.**
- xxxiii. **Custom Processor/Contractor will insure the stock and material against fire, theft, rain damage, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC and the insurance charges will be paid by Custom Processor. 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.**
- xxxiv. **Primary Security or watch and ward will be provided by NATIONAL SEEDS CORPORATION LTD and further secondary sufficient Security/ watch and ward has to be provided by the Custom Processor/ Contractor.**
- xxxv. 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.
- xxxvi. 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 from custom processor/contractor.
- xxxvii. **For maintaining the seed stock in good condition, the fumigation, spraying and dusting, cleanliness, sweepage will 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.**

- xxxvii. 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.
- xxxviii. Limited staff like Plant / Shift In-charge 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.
- xxxix. 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.
- xl. 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.
- xli. 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 & packing work and handing over the left over quantity of certification and packing material in good condition to concerned Area Office and under size to concerned NSC seed grower.

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 in the presence of NSC representative.

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

**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.**

## **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.

**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. In case the seed fails in the STL on account of other crop seeds or insect damage then No payment of storage & processing of such Lots quantities will be paid to Custom processor cum warehouse provider and the amount paid if any will be recovered from the balance payments.
3. In case any lot fails in germination and the corporation wants to get it re-graded, then the charges payable will be for only grading & packing.
4. 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.
5. 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 have to give first preference of processing of NATIONAL SEEDS CORPORATION LTD seed stock.
6. **Security Deposit: - The custom processor cum warehouse provider has to submit the security deposit@ 10% of the value (@ MSP or advance payment made to grower whichever is higher) of stock stored in the godown of custom processor cu warehouse provider in the form of Bank Guarantee of any scheduled bank (Format attached) on or before intake of seeds in his godown and the validity of the BG up to 31<sup>st</sup> December,2020 which can be extended for further period of three months, if required.**
7. 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.
8. 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 and the value of such quantity of seed will be recovered from custom processor.
9. 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.

10. Custom Processor will help in intake of the raw seed from the growers in the presence of NSC representative, after that same will be processed. He will protect grower's seeds from insects by spraying insecticides and fumigates the seed 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 of low germination during fumigation by using of high dose of chemicals. Therefore, Custom Processor will be responsible for such type of problems or any other kind of complaints received from dispatched seeds /field of farmers.
11. There should have no mortgage for seeds stored in the godown of Custom Processor's Godown at any stage, from any financial institutions.

### **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 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 and stacking of raw seed :-
  - a) Writing grower's name, receipt number, lot number etc on each and every gunny bags. Required ink, color will have to be provided by Custom processor/ Contractor.
  - b) Assist to NSC Officials in drawing sample from each and every bag while unloading.
  - c) Assist to NSC Official in checking moisture content of different lots. Custom processor/ Contractor will have to use his own moisture meter for the same.
  - d) Assist to NSC officials in bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to QCL. Sample bags will be provided by 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 at any godown at which raw seed is to be stored for processing on particular plant.
  - g) Writing and maintenance of all records as per directives of 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, Tebuconazole 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 chemicals and packets will be provided by National Seeds Corporation Ltd for packing, Weighing of good seed and low grade, Stitching of good seed bags either with tags and labels or without tags and labels. Stitching of low grade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bag, Bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside sample bag. Stitching of sample bags etc to send to STL/QC; 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 and lable/tags 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. It will be a responsibility of custom processor to process seed to achieve maximum quality with optimum recovery %.
10. There should not be excess/shortage while processing as well as while storage. If shortages are excessive or intentional then the same will be recovered from custom processor.
11. It will be a responsibility of custom processor to satisfy seed growers by giving proper attention to them. Behavior with NATIONAL SEEDS CORPORATION LTD seed grower should be courteous and polite.
12. 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.
13. Entire electrical bills will be paid by custom processor.
14. All expenditure required for office and tea to AO etc will have to be borne by Custom processor.
15. All taxes, levies etc are to be borne by custom processor.
16. Entire certification charges will be paid by NATIONAL SEEDS CORPORATION LTD.
17. 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.
18. 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. If National Seeds Corporation Ltd desires for re-grading of fresh stock then the custom processor will have to do the same. The rate and conditions for the re-grading 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 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 by **online mode on NSC e-procurement website <http://indiaseeds.eproc.in>** and **through offline mode in two bid system i.e. Technical & Financial Bid;** 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.

**Technical Bid**  
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
	2017-18	
	2018-19	

**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.	Seed Pre cleaner				
2.	Air Screen Seed cleaner Cum grader				
3.	Indent Cylinder				
4.	Sp. Gravity Separator				
5.	Flight belt conveyer				
6.	V.B. Elevator				
7.	Seed Treater				
8.	Destoner				
9.	Moisture Meter				
10.	bag closer				
11.	Weigher Bagger				
12.	Storage Bin				
13.	Weighing balances 300 kg. capacity.				

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

**6. 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 myplants.

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

Signature of Custom Processor cum Warehousing Provider \_\_\_\_\_

Name of Custom Processor cum Warehousing Provider \_\_\_\_\_

Seal of Custom Processor cum Warehousing Provider \_\_\_\_\_

Location: \_\_\_\_\_

Date : \_\_\_\_\_

## Financial Bid

### Section- V

#### Rate schedule for processing operations and warehousing

#### Envelope- B : Processing rates at custom processing plants & warehousing:

S. No.	Description of Work	Rate Rs./Qtl. (including GST, if any)	
		On Raw Seed Basis	On Packed Seed Basis
1	Unloading of raw seed from trucks /seed growers lorry & stacking in to godown with proper weighing and mentioning Lot no on Each Bag of Raw Seed		
2	<b>Warehousing:</b> Storage charges per quintal of seed per month (Stock on the Last Day of the Month) for actual stored quantity. (Insurance of stock shall be arranged by NSCL and insurance charges will be borne by the Custom Processor cum warehouse provider.)		
3	<b>Direct Packing</b>		
A.	<b>Lot wise</b> lifting of the raw seeds from the stores to the feeding hopper of the grading unit, grading processing of raw seed, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and labels. Packing of certified seed lot wise as per norms including tagging, labeling and sealing, weighing and stitching of graded seed bags. Shifting in to godowns and lot wise stacking of graded & packed seed. Collection of undersize/ rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting of seed from the store. Loading of undersize in to truck / trolleys. ( Chemical material will be provided by NSCL)		
a.	Packing in Jute/BOPP/HDPE/ Bags – Size 10 Kg.		
b.	Packing in Jute/BOPP/HDPE/ Bags – Size 20 Kg.		
c.	Packing in Jute/BOPP/HDPE/ Bags – Size 40 Kg.		
4	<b>Indirect Packing:</b>		
A.	Lifting of the seeds from the stores to the feeding hopper of the grading unit, grading processing of raw seed, bulk packing of graded seed, weighing and stitching of graded seed bags. Shifting in to godowns and lot wise stacking of graded seed. Collecting of undersize/ rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting of seed from the store. Loading of undersize in to truck / trolleys.		

<b>B.</b>	Lot wise lifting of graded seed from the stack, move the stock to the packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and labels. Packing of certified seed lot wise as per norms including tagging, labeling and sealing. Shifting of packed seed from packing floor to godown and stacking.		
<b>a.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 10 Kg.		
<b>b.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 20 Kg.		
<b>c.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 40 Kg.		
<b>5</b>	<b>Segregation:</b> Segregation of seed lots from the stack due to rejection of lots in seed testing by Certification Agency. In case of direct packing, removal of tags lot wise and defacing of seed bags and changing in to bulk packing.		
<b>6</b>	<b>Fumigation:</b> Fumigation and spray charges per quintal of seed stock during storage period. Weekly spray for pest control from recommended pesticide.		
<b>7</b>	<b>Loading of Seed:</b> Loading of certified seed at the time of despatches.		
<b>8</b>	<b>Bundling of Gunny Bags:-</b> Bundling of Gunny bags in the 50:50 no's of Bags and handover & loading to NSC lorry after grading & lifting of Seeds.		

**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) 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.
- 3) 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.
- 4) 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 Custom Processor cum Warehousing Provider \_\_\_\_\_  
Name of Custom Processor cum Warehousing Provider \_\_\_\_\_  
Seal of Custom Processor cum Warehousing Provider \_\_\_\_\_

Location: \_\_\_\_\_

Date : \_\_\_\_\_

## **Section- VI**

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

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

**A) AGREEMENT (FORMAT FOR CUSTOM PROCESSOR CUM WAREHOUSING)**

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

WHEREAS the corporation and the custom processor cum warehouse provider have agreed to all the terms and condition as contained in section-II, III & IV & Other conditions of tender document which shall form part of this agreement.

Rates of Custom Processing cum Warehousing: For Rabi -----

S. No.	Description of Work	Rate Rs./Qtl. (Including GST, if any)	
		On Raw Seed Basis	On Packed Seed Basis
1	Unloading of raw seed from trucks /seed growers lorry & stacking in to godown with proper weighing and mentioning Lot no on Each Bag of Raw Seed		
2	<b>Warehousing:</b> Storage charges per quintal of seed per month for actual stored quantity. (Insurance of stock shall be arranged by NSCL and insurance charges will be borne by the Custom Processor cum warehouse provider.)		
3	<b>Direct Packing</b>		
A.	<b>Lot wise</b> lifting of the raw seeds from the stores to the feeding hopper of the grading unit, grading processing of raw seed, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and labels. Packing of certified seed lot wise as per norms including tagging, labeling and sealing, weighing and stitching of graded seed bags. Shifting in to godowns and lot wise stacking of graded & packed seed. Collection of undersize/ rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting of seed from the store. Loading of undersize in to truck / trolleys. ( Chemical material will be provided by NSCL)		
a.	Packing in Jute/BOPP/HDPE/ Bags - Size 10 Kg.		
b.	Packing in Jute/BOPP/HDPE/ Bags – Size 20 Kg.		
c.	Packing in Jute/BOPP/HDPE/ Bags – Size 40 Kg.		

<b>4</b>	<b><u>Indirect Packing:</u></b>		
<b>A.</b>	Lifting of the seeds from the stores to the feeding hopper of the grading_unit, grading processing of raw seed, bulk packing of graded seed, weighing and stitching of graded seed bags. Shifting in to godowns and lot wise stacking of graded seed. Collecting of undersize/ rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting of seed from the store. Loading of undersize in to truck / trolleys.		
<b>B.</b>	Lot wise lifting of graded seed from the stack, move the stock to the packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and labels. Packing of certified seed lot wise as per norms including tagging, labeling and sealing. Shifting of packed seed from packing floor to godown and stacking.		
<b>a.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 10 Kg.		
<b>b.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 20 Kg.		
<b>c.</b>	Packing in Jute/BOPP/HDPE/ Bags – Size 40 Kg.		
<b>5</b>	<b><u>Segregation:</u></b> Segregation of seed lots from the stack due to rejection of lots in seed testing by Certification Agency. In case of direct packing, removal of tags lot wise and defacing of seed bags and changing in to bulk packing.		
<b>6</b>	<b><u>Fumigation:</u></b> Fumigation and spray charges per quintal of seed stock during storage period. Weekly spray for pest control from recommended pesticide.		
<b>7</b>	<b><u>Loading of Seed:</u></b> Loading of certified seed at the time of despatches.		
<b>8</b>	<b><u>Bundling of Gunny Bags:-</u></b> Bundling of Gunny bags in the 50:50 no's of Bags and handover & loading to NSC lorry after grading & lifting of Seeds.		

#### **SETTLEMENT OF DISPUTES -**

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairmen-Cum-Managing Director of the corporation and in the absence of CMD, the highest executive officer of the corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall powers to enlarge time for making & publishing the award with the consent of the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs One Lakh the arbitrator shall make a speaking award as per provisions of arbitrator Act, 1996. In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of the arbitrator in the Department of Public



Enterprises to be nominated by the Secretary to the govt. of India, In charge of the Bureau of Public Enterprises. The arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for netting aside or revision of the award to the law secretary, department of legal and affairs, ministry of law and justice, Govt. of India. Upon such reference, the dispute shall be decided by the law secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitration. No amendment or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

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

For and on behalf of the custom processor

For and on behalf of the

M/s-----

National Seeds Corporation Ltd.  
Regional Manager  
NSC Chandigarh

In-Charge Production Section RO Mohali

Witness

Area Manager

NSC -----

1.

2. .

## **BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

This bank guarantee executed on this \_\_\_\_\_ date of 2020 by \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the **National Seeds Corporation Ltd., Plot No. 24, Phase-9, Industrial Area, Mohali** (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. \_\_\_\_\_ (herein after called the "Custom Processor & Warehouse provider")

WHEREAS the Custom Processor & Warehouse provider had tendered in respect of Tender No. \_\_\_\_\_ issued by the Corporation.

WHEREAS the tender of the Custom Processor & Warehouse provider has been accepted and in consequence thereof the Corporation had placed a Job Order for \_\_\_\_\_ mentioned in the Job Order No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Custom Processor & Warehouse provider is required to deposit security with the Corporation to the extent of an amount of Rs. \_\_\_\_\_ as equal to the value of the produce stored in the godown of Custom Processor & Warehouse provider on the basis of MSP or advance money given to the farmers for the stored quantity of Raw / Graded seed by the Corporation to the Custom Processor & Warehouse provider, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

**1.** If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.

**2.** The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above

and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.

**3.** The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be enforceable against the bank.

**4.** This guarantee shall remain in full operation upto ----- from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the Organizer or the bank shall not discharge the liability of the bank hereunder.

- Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs.\_\_\_\_\_. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

**1.**

**2.**

- Here fill the name of Bank with address.
- Here fill the name and address of the supplier.
- Here fill the name of the material for which order has been placed.

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