



NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE-LUCKNOW

Lakshya Plaza, INS-19, Sector 7-C, Vindravan Yojna,

Amar Saheed Path, LUCKNOW-226 029

TENDER DOCUMENT

FOR

Job Contract Work on

(Annual Contract Basis) for FY: 2021-2022

at

**NSC, Area Office: Kanpur, Bareilly, Agra, Varanasi,
Hempur, Gorakhpur, Shahjahanpur & Meerut**

Price Rs. 590.00

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Lakshya Plaza, INS-19, Sector 7C, Vrindavan Yojana, Amar Shaheed Path,
LUCKNOW-226 029

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नेशनल सीड्स कारपोरेशन लिमिटेड,

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय, लक्ष्य प्लाजा, INS-19, सेक्टर 7 सी, वृदावन योजना,
अमर शहीद पथ, लखनऊ-226029

Telephone No: 0522-7118213

पत्रांक: एनएससी/क्षे0 कार्य0-लख0/जाब कार्य/21-22

दिनांक: 15.02.2021

ई. निविदा

नेशनल सीड्स कारपोरेशन लि0 के क्षेत्रीय कार्यालय-लखनऊ के अधीन कानपुर, आगरा, बरेली, शाहजहांपुर, हेमपुर, वाराणसी, गोरखपुर व मेरठ इकाई के लिए वर्ष 2021-22 हेतु बीज विधायन संयंत्र पर बीजो के विधायन, पैकिंग, स्टेकिंग, लोडिंग आदि कार्य हेतु ई. निविदा दिनांक 08.03.2021 को 13.00 बजे तक दो बीड (two bid system) में आमंत्रित करता है । तकनीकी बीड को उसी दिन अपरान्ह 14.30 बजे खोला जायेगा ।

निविदा शुल्क रू0 590 /-(including 18% GST) तथा धरोहर राशि रू0 1.00 लाख है ।

निविदा से सम्बंधित दिनांक व अन्य कोई भी बदलाव यदि होता है तो उसे निचे लिखे निगम के वेबसाईट पर ही अपलोड किया जायेगा । अतः विस्तृत जानकारी के लिए वेबसाईट www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in को देखते रहे है । निविदा उपरोक्त वेबसाईट पर उपलब्ध है ।

(मुकेश कुमार जाट)
क्षेत्रीय प्रबन्धक

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDER TAKING)

REGIONAL OFFICE LUCKNOW

TERMS & CONDITIONS

- 1- Tender Document can be downloaded from www.indiaseeds.com, eprocure.gov.in & indiaseeds.eproc.in.
- 2- The quoted rates should be inclusive of all taxes/charges.
- 3- Payment made/credit afforded to the Labour Contractor by NSC from time to time under the contract to be entered in to with the Labour Contractor shall be subject to the deduction of TDS or any other deduction as applicable as per enforced laws & Acts.
- 4- Under any statutory requirement, contractor will be responsible to bear the EPF/ESIC, if any of the labourers provided by him. All the contractors must have independent registration under EPFO/ESIC.
- 5- Participant must check their offer thoroughly before submission of tender & request for change of rates will not be considered in any circumstances after opening of the tenders.
- 6- Participant herein after called 'WORK CONTRACTOR' should quote firm rates/offers made subject to rates, variation are to be passed over.
- 7- **EARNEST MONEY & TENDER FEE:** EMD amount is Rs. **1.00 lacs** (Rupees One Lakh only) for each unit. Tender fee is **Rs. 590/-** including GST (Rs. Five hundred ninety only). For payment of tender fees & EMD amount, please follow instruction of Section-VII. E-tender website is indiaseeds.eproc.in. MSME, NSIC firms are exempted for EMD & tender fees, for this proof of registration have to be submitted.
- 8- Participant must be registered under Service Tax Act/GST.
- 9- Participant must have at least 3 years of work experience of Seed Processing & Packing Work with Government, PSU's, co-operatives, autonomous institutional corporation organisation.
- 10- Self declaration on Rs 100/- stamp paper that participant as Individual/Proprietor/Partner/Director or any person related to participant in any way never been blacklisted from NSCL or any other govt organisation.

- 11- Self declaration that “all the documents submitted by the participant are True & not False”
12. Only those tender shall be accepted strictly who fulfilled the all above terms & conditions. **EMD deposit shall be treated as security deposit at the time of entering into the contract.** NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period provided there are no outstanding dues on any account against the Labour Contractor. In case of unsuccessful tenders EMD will be refunded without any interest.
- 13- The Contractor shall undertake the responsibility for providing adequate labourers and finish the work well in time as desired by the Corporation. The Contractor shall not be eligible for giving sub contract. He will be responsible to make any loss that may be suffered on these accounts by NSC and the same will be recovered/deducted from the bills of labour contractor or from his security deposit. In the event of loss incurred by NSC exceeding the amount of security and the bills which may become payable to the work contractor, the contractor shall be under an obligation to pay that amount on demand within a week’s time.
- 14- NSC does not guarantee the minimum or maximum workload.
- 15- In case of processing, grading, packing and stacking of seeds, NSC shall pay to the labour contractor at the rates approved on finished goods only and not on the unprocessed quantity.
- (i) In case of indirect packing 50% of payment on the approved rates shall be made after grading and packing of seeds in bulk bags and stacking the same in the processing plant/adjoining seeds stores. Rest 50% payment will be made after final packing.
- (ii)- In direct packing full payment shall be released.
- (iii) In case of revalidation work, 100% payment after completion of full revalidation work.
- 16- All the work be attended on ‘To be billed basis’ and the payment will be made by the Regional Office Lucknow after the receipt of bill within a month, All such like bills before submission to the Regional Office are required to get verified from the Area Manager of concerned branch office. Labour contractor is required to submit printed serially machine numbered bills indicating full details of work done during the month through the Area Manager of the concerned branch office. Only one bill after expiry of month is required to be submitted and no part payment during the month shall be allowed.
- 17- The payment shall be made through RTGS in favour of the contractor on production of the bills and certificates and such payments will be made on the basis of work

done on the rates approved by the corporation. Losses/shortages occurring due to the fault of labour provided by the work contractor the cost, therefore at the prevailing sale rates of the corporation shall become recoverable from the labour contractor out of his bills.

- 18- The Labour Contractor shall provide necessary labours immediately on demand given by NSC to the labour contractor even on the telephone or otherwise. In the event of failure of the contractor to provide desired labourers, it will be open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay excess to such labours, the amount paid shall become recoverable from the contractor with whom the agreement has been entered. The payment made to the labourers engaged by NSC the same bill deduct-able from bills of the labour contractor. Labourers engaged by the corporation shall be conclusive evidence of the amount paid and the labour contractor shall undertake not to dispute the correctness and the same shall be deposited either in cash or through recovery-adjustment from the amount at the credit of labour contractor.
- 19- All the formalities regarding statutory payment and condition if any, on behalf of labours provided by the contractor to NSC shall also be the responsibility of contractor. In case of failure the Corporation shall make such like obligatory payment being principal employer on behalf of contractor and be recoverable from him.
- 20- The regular cleaning of wastages outside of the godown at the dust collector needed.
- 21- The contractor is required to maintain full requisite record as per bye-law such as attendance and wages disbursement register in report of labourers provided by the contractor to NSC and the NSC reserve the right to call for such like record for inspection by any of the nominated officer by the RM and labour contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part for work contractor and contract can be terminated forthwith besides intimating other legalization as is deemed fit by the National Seeds Corporation Ltd.,
- 22- The tender not confirming the prescribed terms & conditions and or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such participant as may be present. The decision about the acceptance of tenders will be taken on the date of opening of the tenders or as soon as thereafter be possible.

- 23- The successful tenders shall be intimated by the letters or other means of communication and the tenders so informed shall be bound from the time of transmission of the such acceptance. Formal acceptance of the tenders will be forwarded to successful participant in due course but it will serve us merely confirmation of the initial intimation and shall not affect the time from which the offers is/are bound by the contractor(s). **The successful tenders is required to enter into an agreement on non judicial stamp paper of Rs. 100/. Cost of stamp paper is borne by labour contractor.**
- 24- The Corporation shall not be bound to accept the lowest tender if Committee feels that rates comes under tender are not reasonable or feasible , any and or all the tenders may be rejected without assigning any reason whatsoever and Regional Manager. NSC, Lucknow reserves the right to reject any or all to accept any or part of the offer made and further he reserves the right to allot specified jobs to different tenders and split the job without assigning any reasons. The decision of the NSC Lucknow in the matter shall be final and binding in all respects and it will not be challengeable by any of the tender.
- 25- The tenders received from black listed labour contractor by NSC or any other Govt. Department shall not be considered.
- 26- Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or employee of the NSC Shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing on the part or on behalf of tenderer will also take his tender liable for rejection.
27. The agreement entered into with the labour contractor shall **be valid upto final packing of Kharif.** In case of failure on the part of Labour Contractor to comply with any of the conditions, the Regional Manager, NSC, Lucknow reserves the right to terminate the contract at any time.
- 28- In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act,1996 as amended from time to time. Under this provision, the chairman-cum-Managing Director, National seeds corporation Limited with the concurrence of both the parties shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."

- 29- NSC also reserves the right to terminate the contract and forfeit the security of the contractor if the performance of the contractor is not found satisfactory.
- 30- The Employee of NSC or members of their family or their relations are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules is liable to be taken.
- 31- Contract may be renewed for next year on the basis of mutual consent.

ITEMS OF WORK REQUIRED TO BE UNDERTAKEN**BY THE LABOUR CONTRACTOR**

1. Loading/Unloading of trucks and trolleys and stacking at the Processing plant/adjoining stores as per instruction from this corporation: NSC seed producers and growers seed. In case of growers raw seeds payment will be at growers cost at NSC approved rates.
 - A) Loading/Unloading with weighment. Weighment sheet must be attached with the bills for passing the bills at Regional Office, Lucknow.
2. **Direct Packing:**
 - i) Lifting of Raw Seed from the Stores situated within the processing plant and adjoining stores to the processing plant machines, grading the stock , treatment of seed as per NSC norms. Writing of Lot Number etc. on packing material and also on tags, labels & stacking of seed in different sizes of bagged after proper weightment of seed bags after putting leaflets, chemical packets wherever necessary and inserting lead seals on each seed bags , stitching of seed bags, stacking lot wise at adjoining stores (Material to be provided by NSC)
 - ii) Weighing and stacking of undersized seed in Gunny bags and stacking thereof.
3. **Indirect Packing:**
 - i) Lifting of raw seed from the stores situated within the processing plant and adjoining stores to the processing plant machines grading the stock, packing and stitching the graded seed after weighment in standard packing as per instructions in Gunny Bags and stacking at the desired place in the processing plant or adjoining stores (Gunny Bags and Sutli to be provided by NSC).
 - ii) Weighing and stacking of undersized seed in Gunny bags and stacking thereof..
4. Segregation of Gunny bags & to make bundles of 50 Nos. separately for serviceable & unserviceable and stacking of these bags / bundles in countable position in the processing plant or adjoining stores. (Sutli to be provided by NSC).

5. Shifting of seed from one godown to another (adjoining), or within godown if required. Full particulars and reasons for shifting may be given. No shifting payable for grading or packing of seeds.
6. Hand picking of seeds: In some of the cases the hand packing being organized by the NSC especially in case of peas, Gram and soyabean etc., rates per qtls is also required to be quoted.
7. Revalidation work: The carry over stock are required to be revalidation by the certification agency. This work includes lot wise sorting of seeds, sampling, stamping, packing and complete revalidation and then its stacking at the desired place as per the instructions of NSC officials.
8. Re-grading packing of carryover stocks: Segregation of lot wise of carryover stocks from stocks. Opening of the seed bags, its grading and treatment of seed if required and packing of seed bags as per NSC norms and stacking of seed bags lot wise at store or plant duly completed in the all respects.

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Technical Bid

1	Tender for Area Office	
2	Name of the Participant	
3	Address & mobile number	
4	Name of the Proprietor/Partner/Director	
5	Labour license No. of the participant/organization (enclose copy)	
6	EPF & ESIC Registration No. (Copy of registration):	
7	GST/Service Tax Reg. No. (enclose copy)	
8	Income Tax PAN No. (enclose copy)	
9	Bank Details A. Name of Banker & Address B. Account No. C. IFSC CODE	
10	Reference of job work undertaken from (experience Certificate) (a) NSC b) Work experience certificate from the Govt. organization/Semi Government/PSU of similar work (enclose copy)	
11	Declaration on Rs. 100/- Non Judicial Stamp Paper regarding Non blacklisted from NSCL or any other govt organisation & declaration that "all the documents submitted by the participant are True & not False"	

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Financial Bid

S. No.	Items of work	Rates quoted (Per Quintal) in Rs.
1	Unloading of truck and trolleys & stacking/Loading of Truck/Trolleys. (Item No. 1 of (Section-III))	
2	All Item of work of indicated against item No.2 of Section-III i.e. <u>DIRECT PACKING</u>	
i	For packing sizes up to 2 kg.	
ii	For packing sizes above 2 kg. and up to 5 kg.	
iii	For packing sizes above 5 kg. and up to 10 kg.	
iv	For packing sizes above 10 kg. and up to 20 kg.	
v	For packing sizes above 20 kg. and up to 30 kg	
vi	For packing sizes above 30 kg. and up to 40 kg.	
3	All Item of work of indicated against item No. 3 of Section-III i.e. <u>INDIRECT PACKING</u>	
i	For packing sizes up to 2 kg.	
ii	For packing sizes above 2 kg. and up to 5 kg.	
iii	For packing sizes above 5 kg. and up to 10 kg.	
iv	For packing sizes above 10 kg. and up to 20 kg.	
v	For packing sizes above 20 kg. and up to 30 kg.	
vi	For packing sizes above 30 kg. and up to 40 kg.	
S. No.	Items of work	
4.	Segregation of seed lots due to rejection, stacking, restacking and revalidation.	

5.	Segregation of gunny bags and making bundles of 50 Gunny bags each for serviceable and unserviceable (Separately in countable position and stacking thereof Item No. 4 of Section-III)	
6.	Weighing and packing of undersize seed in Gunny bags and stacking thereof. (Item No. 2(b) of Section-III)	
7.	Fumigation and spraying of seeds	
8.	Hand Picking (Peas & Other Crops)	
9.	Revalidation of seeds as per items No.9 Section-III	
10.	Re-grading and packing of carryover stocks (Item No.8 Section-III)	
a	For packing up to 10 Kgs	
b	For packing above 10 Kgs to 40 Kgs	
c	For packing above 40 Kgs	
11.	Loading and unloading charges certification and packing material:	
a	Cloth/HDPE Bag/Chemical Drum/bag /Bundles/bales : 20 Kgs to 50 Kgs	
b	Cloth/HDPE Bag/Chemical Drum/bag /Bundles/bales : 51 Kgs to 100 Kgs	
12.	Shifting of seed/material	

AGREEMENT

This agreement is executed at between National Seeds Corporation Ltd. (A Government of India Undertaking), a Company incorporated under the Companies Act – 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi – 110012 (Here in after called NSC which expression shall unless excluded by a repugnant to the context be deemed to include it's successor and assign (s) of the one Part and M/s (herein after called contractor which expression shall unless exclude by or repugnant to the context be deemed to include it's successor and assigns) of the other part.

Where as the NSC had invited Tender on For appointment of Job Contractor and the rates offered by the tenderer have been agreed to by the NSC Ltd. for the year 2021-2022.

NOW THIS AGREEMENT WITNESSED

1. That the terms & conditions spelt out in the tender form as incorporated in Schedule-I attached to this agreement shall form part of the agreement & binding on the parties & their relationship shall be governed the same.

2. That the agreement/contract shall be valid for period fromto, unless extended by mutual consent of parties, on the rates agreed in work order no
3. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act,1996 as amended from time to time. Under this provision, the chairman-cum-Managing Director, National seeds corporation Limited with the concurrence of both the parties shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."
4. All payments payable or claimable under the agreement shall be paid & claimed at Regional Office Lakhya Plaza, INS-19, Sector 7C, Vrindavan Yojna, Amar Shaheed Path, Lucknow -226 029.

IN WITNESS WHEREAS the parties have set their hands on the day month & year mentioned below.

(Signature of the Job Contracter)

(Signature of the Regional Manager)

Full Address & Contact No.

For & behalf of

National Seeds Corporation Ltd.

1. WITNESS :

Area Manager

Signature, Name & Address

2. WITNESS :

Signature, name & address

NATIONAL SEEDS CORPORATION LTD.**INSTRUCTIONS TO BIDDER – 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>.

I. 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
- 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
- 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**.
- 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