

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का संस्थान)

681-690, मार्केट यार्ड, गुलटेकड़ी, पुणे - 411 037.

फोन : 020-24264587 फेक्स : 20-24272587

संख्या : प्रशा/श्रमिक/एन०एस०सी०-पुणे/2021-22

दिनांक : 08.05.2021

औरंगाबाद में वर्ष 2021-22 के लिए श्रमिक ठेकेदार नियुक्त करने हेतु निविदा आमंत्रण

सूचना

राष्ट्रीय बीज निगम लिमिटेड, पुणे क्षेत्र के अंतर्गत आनेवाली उप-ईकाइ औरंगाबाद पर कार्यालय परिसर के अंदर शिफ्टिंग, पैकिंग एवं प्रोसेसिंग कार्य हेतु इच्छुक संस्थाओं / श्रमिक ठेकेदारों से मुहरबंद निविदा आमंत्रित करती है। निविदा फार्म व नियम एवं शर्तें एन० एस० सी० की वेबसाइट www.indiaseeds.com से भी डाउनलोड किया जा सकता है।

क्षेत्रीय प्रबन्धक
एन०एस०सी०, पुणे

NATIONAL SEEDS CORPORATION LTD.

(A Govt of India Undertaking- Mini Ratna Company)

681-690, MARKET YARD, GULTEKADI,

PUNE – 411037.

From,

M/s. _____

To,

The Regional Manager
National Seeds Corporation Limited
681-690, Market Yard, Gultekdi
Pune – 411037.

Sir,

With reference to your tender/advertisement _____ dated _____,
we hereby agreed with the attached terms and conditions of the tender. Necessary documents
are attached as mentioned in the Technical Bid and our quoted rates for providing labour at the
Processing Plant NSC, Aurangabad is / are mentioned in the attached format of the Financial
Bid.

Yours faithfully,

Date:
Place:

Signature:
Name:
Complete Address:
Phone No.:
Fax No.:
E-mail:
Seal:

NATIONAL SEEDS CORPORATION LTD

(A Govt of India Undertaking-Miniratna Company)

Beej Bhavan, Market Yard, Gultekdi

Pune – 411037.

TENDER FOR WORK CONTRACT FOR SHIFTING, PACKING AND PROCESSING OF SEED AT NSC, AURANGABAD FOR 2021-22.

: TERMS AND CONDITIONS:

1. The tenderers should thoroughly go through the terms & conditions before submitting their tender.
2. The Tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
3. Sealed tender to be submitted in the prescribed format, separately for technical & commercial bid with envelopes super scribed as “**Technical bid**” and “**Commercial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “**Work Contract Tender for National Seeds Corporation Ltd, Aurangabad**”.
4. The cost of Tender Form is **Rs.1180/-** (including 18% GST) which can be purchased from NSC, Aurangabad or on the above mentioned address by paying **Rs. 1180/-** on all working day **from 08.05.2021 to 15.05.2021 between 10:00 to 17:00 hrs.** Tender Forms can also be downloaded from NSC website www.indiaseeds.com. Tender forms downloaded from NSC website must be accompanied with a DD of **Rs. 1180/-** (Non-refundable) against cost of Tender Form drawn in favour of **National Seeds Corporation Ltd** payable at **Pune or cost of tender can be transfer to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune.** In case of payment through online mode of tender form, the transaction details from bank must be enclosed with tender form.
5. Filled Tenders in the sealed envelope will be received at National seeds Corporation Ltd, Pune (at above mentioned address) on **15.05.2021 upto 13:30 hrs. Technical bid** will be opened on the same day at **14:30 hrs** and **Financial bid** of only technically qualified tenderers will be opened thereafter (If possible).
6. Tenderer should check the documents attached with the tender form as per the attached checklist.
7. Tender received after prescribed time and date shall not be accepted.
8. Tender downloaded from NSC website www.indiaseeds.com should be accompanied with the self undertaking given by the tenderer that he/she/they or his/her/their firm has not made any alteration/change in the downloaded term & condition of the tender. If any alteration is found in the term & condition during the process of Tender/during the tenure of Contract (if awarded any) will be out rightly cancelled without giving any notice.
9. For confirmation of acceptance of the tender terms and condition, the tenderer is required to sign on all the pages of the tender document and submit the same with the **Technical Bid.**

10. Conditional and incomplete tender may be rejected at the discretion of NSC.
11. NSC does not guarantee the minimum or maximum work.
12. Tenderers (owner of the firm) should submit Original Undertaking on stamp paper of Rs.100/- duly notarized that he/she/they or his/her/their firm has neither been **BLACK LISTED** by any Government/other agency nor the firm is having any relation/co-relation directly or indirectly with the employees of the NSC, its main growers/ dealers/ distributors/custom processor/any party dealing with seed business. There is no case pending with the police or any other law enforcement agencies against the proprietor/firm/partner or the company (Agency).
13. The tenderer must fill in his/her rates both in words and in figures in the tender form and the rates quoted in all cases must be inclusive of all charges except GST. All entries in the Tenders must be written in ink or typewritten. No over-writing, corrections, use of whitener/eraser will be permissible in financial bid. In case of discrepancy between the figure (number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
14. Payment made/credit afforded to the job contractor by NSC from time to time under the contract entered into with the contractor, would be subject to the deduction of Income Tax at source according to the provisions of Section 194 C of Income Tax Act and the rules made there under.
15. Tenderer must check his/her offer thoroughly before submission. Requests for enhancement of rates will not be considered after opening of the tenders and the same will be in force throughout the contract period.
16. The tender will be opened on **15.05.2021** at **14:30 PM** at RO, Pune in the presence of such tenderer / their authorized representative as may be present. The decision about the acceptance of tender will be taken on the date of opening of the tenders or as soon as thereafter as may be possible.

17. **EARNEST MONEY:**

Tenderers are required to submit **Rs. 50,000 (Rupees Fifty thousand only)** as **Earnest Money Deposit** in the form of **DD** drawn in favour of **National Seeds Corporation Ltd** payable at **Pune or transfer to NSC SBI Account No. 32919549520 IFSC Code SBIN0006117 Branch: Market Yard, Pune.** Any tender without EMD will not be accepted. Upon acceptance of the tender by NSC, he shall also remit **Rs. 50,000/- (Rupees Fifty Thousand Only)** towards Security Deposit. The EMD will be converted into Security deposit in respect of successful tenderer. Total Security Deposit will be **Rs. 1,00, 000/- (Rupees One Lakh Only)** Whenever the Security Deposit falls short of the stipulated amount, the contractor shall make good the deficit, so that the security deposit at any point of time will remain intact at **Rs. 1,00, 000/- (Rupees One Lakh Only)**. NSC reserves the right to forfeit the security deposit (in part or full) in the event of failure of the contractor to comply with the terms of contract. The Security Deposit or such part thereof as has not been forfeited or adjusted will be refunded to the contractor only on expiry of the contract and on satisfactory completion of the work under the agreement and on production of no due certificate issued by the in-charge of the Sub-Unit. NSC shall not be liable to pay any interest on the security amount and the same will be refunded to the contractor only after expiry of the contract period, provided there are no outstanding dues on any account against the contractor. EMD of the unsuccessful bidder will be returned to the respective parties in due course as per his written request.

18. The Contractor shall undertake the responsibility for providing adequate labourers and finishing 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 good any loss that may be suffered from accounts/contract or from his security deposit. In the event of loss incurred to NSC exceeding the amount of security and the bills which may be payable or may become payable to the contractor, the contractor shall be under an obligation to pay that amount on demand within a week's time. As and when the labours are required by the concerned Area Manager for running two or more shifts, the Contractor will provide adequate number of labourers timely for completing the processing work timely.
19. If case of a death or mishap occurs during discharging the duty, the compensation liability will solely rest with the Contractor.
20. NSC shall pay to the contractor at the rates approved on finished goods only and not on the unprocessed quantity. However, 50% of payment on the approved rates shall be made after grading, packing of seeds in required size of packing and stacking the same in the processing plant, adjoining seed stores in case indirect packing. Balance 50% payment shall however, be released after completing all processes of final packing. For direct packing full payment shall be released.
21. All the work shall be attended on "To be billed basis" and the payment will be made by the Regional Office NSC, Pune on receipt of Bill after expiry of the month. Labour contractor is required to submit printed serially numbered original bills indicating full details of work done during the month through the Area Manager, Aurangabad. Only one bill after expiry of month is required to be submitted and no part payment during the month shall be allowed.
22. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence
23. Labour Contractor must submit the bill along with the duly self-attested photocopy of EPF & ESI challan for the labour engaged by him for the said work and GST applicable payment deposited with the concerned department for the previous month. On receipt of the bill from the Labour Contractor Area Manager of the concerned sub-unit will verify the bill for the quantum of seed processed during the month and forward the same to Regional Office for payment along with the photocopy of the processing register (duly attested). In the absence of same bill will not be processed. The Labour Contractor should print the PAN No. & GST Nos. on their Bills. Each time the bills are submitted by the Contractor it has to be accompanied with a certificate (Format at Annexure-A) confirming that bill is being submitted after fulfilling all the statutory compliance as stated in para 24 of the terms & conditions by the contractor.
24. The payment shall be made by RTGS / NEFT in favour of Contractor as per procedure for the submitted bills & certificates as mentioned in the preceding Para, as per the rates approved by the Corporation. Excess/shortages occurring due to the fault of labourers provided by the Contractor, the cost thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills.
25. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to labour engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Maharashtra from time to time; the contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. The manpower agency shall specifically ensure

compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
 - b) The Employees Provident Fund Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labour (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
 - k) The Code of Wages, 2019.
26. The contractor shall provide necessary labour immediately on demand given by NSC to the contractor even on telephone or otherwise. In the event of failure (the contractor) to provide desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount paid shall become recoverable from the bills/Security Deposit of the Contractor with whom the agreement has been entered. Labourers engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and contractor shall be under obligation to pay the same either in cash or through recovery/adjustment from the amount at the credit of the contractor.
27. All the formalities regarding statutory payment and contribution on account of EPF/ESI (on behalf of the labourers and by the NSC to the labourers) shall also be the sole responsibility of the contractor. In the case of failure, the Corporation shall make such like obligatory payment being principal employer on behalf of Contractor to the authorized concerned and all such like payment are required to be borne/reimbursed by the Contractor without any dispute or deducted from the bills submitted by Contractors from time to time or from the Security Deposit of the Contractor held with the Corporation.
28. GST / Tax (if any) as applicable from time to time, will be born separately by the Contractor and the NSC Ltd.
29. The Contractor is required to maintain full requisite records as per by-laws such as attendance and wages disbursement register in respect of labourers provided by the Contractor to NSC. NSC reserves the right to call for such like record for inspection by the Area Manager / nominated officer and Contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure (on the part of Contractor), the Contract can be terminated forthwith besides initiating other legal actions as deemed fit by the Corporation.
30. The successful tenderers shall be intimated by the letter or other means of communication and the tenders so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course, but will serve as merely confirmation of the initial intimation and shall not affect the time from which the offer(s) is/are bound by the contract(s). The successful tenderer is required to enter into an agreement on Non-judicial stamp paper of Rs.500/- as per NIT term & condition. The cost of non-judicial stamp paper of Rs.500/- is required to be borne by the Contractor. The successful tenderer is also required to deposit the Security Deposit as per clause No.21 above.

31. The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the NSC.
32. If any of the labour of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring labour in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring labour. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.
33. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
34. The Corporation shall not be bound to accept the lowest tender. Regional Manager, NSC, Pune reserves the right to reject any or all or accept any or part of the offer made and further reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the Regional Manager, NSC, Pune in the matter shall be final and binding in all respects and it cannot be challenged by any tenderers..
35. The agreement entered into with the Contractor shall be effective from **01.04.2021** and will **valid till completion of processing of Rabi 2020-21 and kharif 2021 by 31.03.2022** and the same can be renewed with the mutual written consent of the parties. However, in case, if failure on the part of contractor to comply with any of the prescribed terms and conditions, the Regional Manager, NSC, Pune reserves the right to terminate the contract at any time.
36. **ARBITRATION:-**
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 provisions, 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 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.
37. Tenderer must not have any relation/co-relation directly or indirectly with the employees of the NSC, its growers/ dealer/ distributor/custom processor/any party dealing with seed business. Any relation in this regard will lead to cancellation of tender/termination of the contract during the period of contract and Tenderer / Contractor will not have any right to challenge the same.
38. Indian manufacturers / suppliers who are Micro Small Medium Enterprises (MSME) Small Scale Units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of Earnest Money and tender cost deposit provided they furnished photo copy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, will not be provided to those small scale units who are registered under the old registration scheme which were extended upto 30th June, 1981, only. In this regard a written request is to be made by the bidder.
39. The tenders received from Contractor blacklisted by NSC or any other/ Government Department shall not be considered

40. The rates will be valid during the entire period of contract. Contract period can be extended for short period depending upon the requirement of work and on mutual consent between both the parties
41. Regional Manager reserves the right to accept or reject any/all the tender without assigning any reason.

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Note: These terms and conditions are part and parcel of the Contract/Agreement which will be executed with successful tenderer and any non-compliance of these terms and conditions shall be deemed as breach of the Contract/Agreement.

Certificate

It is certified that during the month of, 20.. , we have engaged Nos. of Labourers at for the processing & packing work at plant and all the statutory payments regarding contribution on account of EPF / ESI etc. towards labourers engaged by me during the previous month have been paid / fulfilled by me. In case any dispute in this regard is arises, in future, resulting amount can be deducted / recovered from my bill or Security deposit available with you.

Seal & signature of the contractor

Area Manager

TECHNICAL BID

TENDER FORM FOR PROVIDING LABOUR AT NSC AURANGABAD PROCESSING PLANT

1. Name & Address of the tenderer _____
(With e-mail & Telephone No.) _____

2. Name of the proprietor/partner _____

3. Registration No. (Under Maharashtra
Shops & Establishment Act) _____
4. GST Reg. No.
(Enclose Copy) _____
5. Income Tax, PAN No
(Enclose copy) _____
6. EPF Registration
(Enclose copy) _____
7. ESI Registration
(Enclose copy) _____
8. Affidavit for not being blacklisted/
By any private/govt. organization/relation
Co-relation with NSC employees & other _____
9. Previous experience (if any)
(a) NSC
(b) Govt. or Reputed Private Firm
experience certificate/ _____
10. Number, date and amount of
Demand Draft enclosed as EMD _____
11. Authorization of competent
authority to sign this tender document _____

Date:

Place:

Name & Signature of the tenderer with official stamp

FINANCIAL BID

ADDITIONAL TERMS & CONDITIONS FOR THE WORK CONTRACT TO BE UNDERTAKEN BY THE CONTRACTOR

1. **DIRECT PACKING:** Direct packing include grading the stock, treatment of seed as per NSC norms, writing/printing as per MSSCA requirement, on packing material and also on tag/labels, packing of seed in different sizes of bags after proper weighment stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead seal, sealing of seed bags cleaning of Plant/Machinery after completing of every lot/crop/variety.
2. **INDIRECT PACKING:** Indirect packing include grading the stock, packing and stitching the graded seed after weighment in bulk packing and thereafter re-packing the graded seeds in the small packing after proper weighment, stitching of seed bags after putting leaflets, chemicals packet wherever necessary, inserting lead seal, sealing of seed bags and then packing the re-packed small seed bags in the Standard bags as per NSC's instruction, writing/printing on packing materials as per MSSCA requirement and cleaning of Plant & Machinery after completing of grading/packing of every lot/ crop/variety.
3. Printing Materials & screen will be provided by the NSC.
4. All certification, packing, printing/writing material to be provided by NSC.
5. Segregation of seed lots due to rejection, weighing, packing, stacking/re-stacking in the godown within the premises.
6. Segregation of gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the premises.
7. Weighing & packing of under size seed in gunny bags and stacking thereof.
8. Rate quoted should be on finished goods only (Labour & handling only) Rates per Qtl. On finish goods basis taken for processing for labours and handling completed from raw seed receipt to dispatch of passed seed and disposal of low graded, failed seed inclusive of EPF and profession tax etc. (Labour & Handling).
9. For Misc. & extra work for specific job which is not covered under the agreement, Area Manager will ask for extra manpower for particular date mentioning the specific work with volume of work for which extra payment will be made to the contractor on per labour /per day basis.

(A) RATES OF LABOUR FOR SHIFTING, PACKING AND PROCESSING OF SEED within office premises at Aurangabad and Amravati :-

Sl. No.	Size of Packing	Rates to be quoted in Rs. per Qtl. Exclusive of Service Tax (as applicable)	
		Aurangabad	
		Direct Packing	In-Direct Packing
1	Up to 2 kgs		
2	2.1 to 5 Kgs.		
3	5.1 to 10 Kgs.		
4	10.1 to 20 Kgs.		
5	20.1 to 30 Kgs.		
6	30.1 to 40 Kgs.		
7	40.1 to 80 Kgs.		
	Shifting/re-stacking of seed/packing material.	Rs. per Qtl.	
8.	Supply of Labour for extra work on per labour per day basis..	Rs..... per day.	
9.	Fumigation of seed stock on per stack basis	Rs..... per stack.	

Place:
Date:

Signature with Seal of Labour Contractor

CHECKLIST FOR THE TENDERER

1. Check that the tender is submitted in two bid system. Separately for Technical and Financial Bid (Point No.2).
2. Receipt/DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs. 1180/- (Point No.3).
3. Receipt for EMD/ DD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.50,000/- (Rupees Fifty Thousand Only) for each sub-unit (Point No.17).
4. Undertaking of owner of the firm in original on stamp paper of Rs.100/- that his/her firm is neither Blacklisted nor having any relationship as per the clause-11 of the Term and Condition of NIT Point No.11). There is no case pending with the police or any other law enforcement agencies against the proprietor/firm/partner or the company (Agency).
5. Self Undertaking that he/she/they or his/her/their firm has not made any alteration/change in the downloaded term & condition of the tender (Point 7).
6. The tenderer is required to sign on all the pages of the tender document and submit the same with the Technical Bid (Point 8).
7. Tender form is completely filled and not conditional.
8. Ensure that EMD money & documents are attached with Technical Bid only.
9. GST Registration No. (copy attached).
10. Income Tax Return and PAN No. (copy attached) .
11. Registration of the firm under Shops and Establishment Act/or any other Act.
12. Registration No. under EPF (Point No.21) (copy attached).
13. If no EMD / Tender Cost is submitted by MSME units than valid NSIC Certificate along with request letter for exemption of EMD / Tender Cost to consider in the tender.
14. Registration No. under ESI (Point No.21) (copy attached).
15. Experience if any.
16. All the above documents from Sr. No. 1 to 15 are to be submitted in the Technical Bid only. If any of the documents mentioned above is submitted in the financial bid, the responsibility for any consequence lies with the tender party and the tender will be outrightly rejected.