



## राष्ट्रीय बीज निगम लिमिटेड

(भारतसरकारकाउपक्रम-"मिनिरत्न"कम्पनी)

सीआईएन: U74899DL1963GOI003913  
(आईएसओ 9001:2015 एवं 14001:2015 प्रमाणित कंपनी)  
वेबसाइट: WWW.Indiaseeds.com

क्षेत्रीय कार्यालय:- बी-116-118,

स्वागत रेनफोरेस्ट II, कोबा हाइवे,

कुड़ासन, गांधीनगर (गुजरात)- 382421

## NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking-"Mini Ratna"Company)

(CIN : U74899DL1963GOI003913)

(ISO: 9001:2015 and 14001:2015 Certified Company)

Website: WWW.Indiaseeds.com

Regional Office: B-116-118,

Swagat Rainforest II, Koba Highway,

Kudasan, Gandhinagar (Gujarat)-382421



क्रमांक :4(11)/उत्पा./एन.एस.सी./आरओ-गांधीनगर/2020-21/

दिनांक: 21.05.2021

### ऑनलाइन निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड, गांधीनगर द्वारा अपने प्रोसेसिंग प्लांट एन.एस.सी., ईदर में वर्ष 2021-22 हेतु बीज विधायन कार्य करने के लिए सुयोग्य श्रमिक ठेकेदार, जो श्रमिक अनुबंध हेतु श्रम विभाग एवं प्रोविडेंट फंड विभाग में पंजीकृत हो, को नियुक्त करने हेतु दिनांक 05.06.2021 को 14:00 बजे तक राष्ट्रीय बीज निगम लिमिटेड, गांधीनगर में ऑनलाइन निविदा 'दो बीड सिस्टम' में आमंत्रित की जाती है। आमंत्रित ऑनलाइन निविदाएँ दिनांक 05.06.2021 को दोपहर 15:00 बजे खोली जाएंगी। ऑनलाइन प्रपत्र एन.एस.सी. वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com) पर देखा जा सकता है। यदि निविदा में किसी प्रकार का कोई परिवर्तन होता है, तो उसकी जानकारी एन.एस.सी. वेबसाइट से प्राप्त की जा सकती है।

क्षेत्रीय प्रबन्धक

**National Seeds Corporation Limited  
( A Govt. Of India Under taking)  
Kudasan Gandhinagar**

**ONLINE NIT**

No. 4(11)/Prod./NSC/RO-GNR/2021-22

Dated-21.05.2021

Online tenders are invited under two bid system from the reputed and experienced labour contractors for processing / packing of seeds & other works related to store-cum-seed processing plant, NSC, Idar.

SN	PARTICULARS	DETAILS
1.	Date of issue of NIT	21.05.2021
2.	Date and time for submission of online bid	05.06.2021, 14:00 HRS
3.	Date and time of opening of Technical Bid in Online mode at NSC Gandhinagar	05.06.2021, 15:00 HRS
4.	Date and time of opening of Financial Bid in Online mode at NSC Gandhinagar	05.06.2021 / AFTER EVALUATION OF TECHNICAL BID
5.	Tender Fee : Online mode	Rs.1180/- (Incl. GST 18 %) (One Thousand One Hundred Eighty Only)
6.	EMD: Online mode	Rs.30,000/- ( Rupees Thirty Thousand Only)
7.	Address for Communication	Regional Manager National Seeds Corporation Limited B-116-118, Swagat Rainforest -2, Koba Highway, Kudasan, Gandhinagar - 382421
8.	Contact details:	079-23600302 E-mail: <a href="mailto:ahmedabad@indiaseeds.com">ahmedabad@indiaseeds.com</a>
9.		

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

## 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-

- i. 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)
- ii. 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 1year.
- iii. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- iv. 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>.
- v. 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/creditcard).
- vi. 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
- vii. Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal(<https://indiaseeds.eproc.in>).
- viii. 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).
- ix. 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.
- x. For helpdesk, please contact e-Tendering Cell and Help DeskSupport

## 2. PREPARATION & SUBMISSION OF APPLICATIONS

- i. Detailed NIT may be downloaded from NSCL e-tendering portal for online submission.
- ii. Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card etc.
- iii. Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## 3. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS

- i. The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. 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.
- iii. For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- iv. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

## 4. OPENING AND EVALUATION OF APPLICATIONS

- i. Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- ii. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- iii. 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 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 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.

#### 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 .

#### 11. LATE TENDER -

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

#### 12. OPENING OF TENDER

The purchaser / Corporation will open tenders online. The "**Technical 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 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**.

#### 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.

**Part- 1 TECHNICAL BID**

**ONLINE TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT NATIONAL SEEDS CORPORATION LIMITED (PROCESSING PLANT -IDAR) FOR THE YEAR 2021-22**

<b>SN</b>	<b>Particulars</b>	<b>Descriptions</b>
1.	Name & Address of the Tenderer	
2.	Name of The Proprietor / Partner	
3.	Labor License No. of The Tenderer / Organization along with (Copy of Registration)	
4.	EPF Registration No. (Encl. Copy of Registration)	
5.	ESI Registration No.( Encl. Copy of Registration)	
6.	Income Tax Pan No. (Encl. Copy of PAN Card)	
7.	Income Tax Return for the last 2 years (Copy Encl.)	
8.	Service Tax No. (Encl. Copy of Service Tax No.)	
9.	Experience Certificate (Encl. Copy of Certificate)	
10.	Cost of Tender Form & Demand Drafts / Cash / Ref. No.	
11.	EMD Amount & Ref. No. / Demand Drafts Enclosed	
12.	Affidavit for not Black Listed. Enclose copy	

Date:

Signature

Party Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-mail: \_\_\_\_\_

To,

Regional Manager, National Seeds Corporation Limited, B-116-118, Swagat Rainforest-2, Koba Highway, Kudasán, Gandhinagar-382421(Gujarat)

**TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT SEED PROCESSING PLANT, NSC, IDAR**

To

**The Regional Manager**  
National Seeds Corporation Ltd.,  
**Gandhinagar**

**Part-2 COMMERCIAL BID**

**Reference : Your Online tender notice for appointment of job Contractor for the Year 2021-22.**

Sir,

We have carefully gone through the terms and conditions prescribed for entering into contract as indicated in schedule-I appointment of job contractor for the year 2021-22. My / Our lowest and firm rates for different items of work relating to your NSC, Processing Plant, Idar (Gujarat) are quoted here under:-

**Note: (Rates per Qtls for each item / items)**

<b>S N</b>	<b>Item No.</b>	<b>Item of work</b>	<b>Rate( Rs./Qtl)</b>
1.	A	Loading / unloading of trucks and trolleys vice versa without weighment	
	B	Loading/Unloading of trucks and trolley's vice versa with weighment.	
2.	<b>Indirect Packing</b>		within same godown / building
A	I	<b>Grading &amp; Bulk Packing (On raw seeds basis) :</b> Lot wise shifting of Raw Seeds from stack to grading machine i.e. Up to Hopper, its grading, filling in standard Gunny Bags (50 to 100 kgs), Weighing, Stitching of Graded Seeds filled in Gunny Bags, Sealing and lot wise Stacking the bags in the godown	
	II	<b>Small Packing :-</b> After receiving Test results, lot wise removal of graded seed bags from the stack, keeping the seeds in same godown, mixing with chemicals thoroughly/preparation of chemical packets for keeping in the seed bags, its weighing in different size bags, stitching of labels and tags, sealing, filling sealed cloth bags in gunny bags and stacking them in the godown. Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & colour for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor. Different sizes of packings are mentioned below :	
	1	0.50 Gms, 100 Gms, 250 Gms, 500 Gms & 750 Gms	
	2	1 kg to 1½ kg	
	3	2 kg to 3 kg	
	4	4 kg to 7 kg	

	5	8 kg to 12 kg	
	6	15 kg to 25 kg	
	7	30 kg to 35 kg	
	8	40 kg	
	9	50 kg to 80 kg	
3	<b>Direct Packing:</b>		
	All the operations of grading and packing in standard cloth bags/Jute Canvas Bags of different sizes of processed seeds. The operations will be - shifting of raw seeds lot wise from stack to grading machine for grading, treatment of seeds / preparation of treatment material packet, keeping packets in cloth bags/jute canvas bags/weighing of standard size bags, Stitching of bags along with labels, tags, and filling small bags in gunny bags, stacking in godown. Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & colour for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor. Different sizes of packings are mentioned below .		
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	
	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
	Above rates includes jobs of collecting of undersize seeds after grading, filling in gunny bags stitching weighing and stacking lot wise etc.		
4	Re-grading/Re-cleaning charges will be at par grading charges for bulk packing S. No. 2 (A-I).		
5	<b>Indirect Re-validation:-</b> Re-grading charges and Re-packing charges.	Re-grading Charges (per qtls.)	Repacking Charges of Standard Lots (per qtls.)
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	
	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
	Above rates includes jobs of collecting of undersize seeds after Re-grading, filling in gunny bags stitching weighing and stacking lot wise etc. <b>Separate bills will be submitted for each operation.</b>		
6.	<b>Direct Re-validation work-</b>		
	Removal of bags from stack, opening of bags, arrange seeds lot wise for drawing samples by NSC officials, stitching of turned cloth bags, filling them in the gunny bags and stacking in the godown and later on after receipt of result from laboratory-de-stacking of bags, taking out cloth bags, stamping on each bags and stitching and restacking in the godown. (In this case, payment will be arranged after having completed full revalidation work and for the failed lots whose stamping is not required, 40% payment only will be paid to the contractor for such quantity).		
	1	1 kg to 1½ kg	
	2	2 kg to 3 kg	
	3	4 kg to 7 kg	
	4	8 kg to 12 kg	



	5	15 kg to 25 kg	
	6	30 kg to 35 kg	
	7	40 kg	
	8	50 Kg to 80 kg	
7	De-stacking and Stacking of Seeds (Within same Godown)		
8	Segregation of gunny bags and making of bundles of 50 nos. gunny bags and stacking in countable condition for serviceable and un-serviceable		
9	Shifting and Loading / Unloading of seeds from one godown to another godown -		
	i.	Within premises ( Godown No. 5,6 & 7)	
	ii.	Within radius of 10 km	
	iii.	11 km to 30 km	
	iv.	31 km to 50 km	
10	Hand Picking:(Lot wise opening of bag, hand picking and refilling in bags & stacking)		
	a	Groundnut	
	b	Other than Groundnut	
11	Loading and unloading charges : Cloth bag, HDPE bag, Jute bag, Bundles/bales & Chemical Drum, bag. (Per Bundle/Bales/Drum/Bag)		
	a)	10 Kgs to 25 Kgs	
	b)	26 Kgs to 50 Kgs	
	c)	Above 50 Kg	
12	Fumigation charges per quintal		
13	Spraying/Dusting charges (Per Godown)		
14	Rate for providing 1 manday for misc. works		
15	At Sr.No. 9(i) of financial bid, the meaning of premises is the godowns hired by NSC on the date of publication of the tender (i.e. Godown No. 5,6 & 7) only. The shifting from temporary hired godowns, other than godown No. 5, 6,& 7, will be governed on KM range basis even if temporary godown is hired in same complex of Sabar Divela Sangh.		

- A) Packing material, labels, tags, leaflet, thread spools, Sealing Wax, Lead seals, Weighing Balances and Bag Closers will be supplied by NSC. In the emergency of work, Job Contractor may bring his own weighing balances and bag closers to cope up with the work for which he will not be paid any extra amounts. In the event of break-down in the bag closers supplied by NSC, the Labour Contractor is bound to get the bag closers repaired immediately at his own cost of which no reimbursement / payment would be made by NSC.
- B) Sealing may be either with lead seals or required number of wax or both as per the instructions of the in- charge Processing Plant / Area Manager.
- C) Writing /rubber stamping of labels, tags and bags will be done by Contractor. NSC will only provide ball pens, rubber stamps, pad inks, etc. The contractor will also arrange screens & color for printing of all types of bags. Printing of bags (all types), labels, tags, if required, to be done by contractor.
- D) Seeds means Breeder / Foundation / Certified / Pedigreed and Labeled of any kind and variety of Seed.
- E) Within the same godown means in the space of godown and precincts of the same godown.

Signature: .....

Name in Block Letters: .....

Complete postal address: .....

.....

Mobile/Telephone No. (If any):.....



## राष्ट्रीय बीज निगम लिमिटेड

(भारतसरकारकाउपक्रम-"मिनिरत्न"कम्पनी)

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क्षेत्रीय कार्यालय:- बी-116-118,

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**Swagat Rainforest II, KOBA Highway,  
Kudasan, Gandhinagar (Gujarat)-  
382421**

### SECTION – II

#### ONLINE TENDER DOCUMENT FOR NSC LTD. PROCESSING PLANTS, IDAR

Online tenders super scribed "TENDER FOR APPOINTMENT OF JOB CONTRACTOR" for the year 2021-22 for NSC, Idar store-cum-seed processing plant is invited on prescribed Tender Form from Labour Contractors registered with labour & EPF/ESI department to undertake the different items of work with tender document. However, in case the valid labour license is not provided along with tender or due for renewal, the contractor will have the liberty to furnish the same within 15 days time from the date of receipt of work order. Even if, the contractor fails to furnish the license within scheduled time, the Corporation will have the right to forfeit their Earnest Money deposit straightway and contractor will have no right for its refund.

#### TERMS & CONDITIONS

1. The tenderer must fill in their rates both in words and in figures in the tender form. There should be no alternations or over writing in the rates quoted by the contractor. However, if it becomes inevitable the corrections should be made by encircling figures to be altered / over writing duly attested by the contractor. Any correction not attested in any tender form will lead to rejections of the tender.
2. 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 Income Tax at source according to the provision of section 194-C of Income Tax and the rules made there under.
3. Income Tax as per rules will be deducted at source.
4. All the Taxes as applicable shall be borne by the contractor.
5. Under any statutory requirement, contractor will be responsible to bear the EPF and ESI, if any of the laborers provided by him.
6. The Job Contractor should be equipped himself with the sufficient labour force to perform complete the work relating to processing and packing of seeds as per the schedule of work given by Area Manager & Plant In-Charge. The minimum height of stack will be 12<sup>th</sup> ft.
7. The Job Contractor is allowed to complete the above minimum requirement of seeds delivery in one shift but because of any reasons which are beyond his control, he may complete the above said quantities in 2<sup>nd</sup> shift or 3<sup>rd</sup> shift.

8. In the emergency of dispatch of seeds, the Job Contractor has to run two or three shifts or get more laborers or both to cope with the volume of work which is to be completed within specified period without loss of time.
9. The Job Contractor has to be provided required numbers of labours for the job within 18 hours' notice by the concerned Area Manager. If he fails to do so, the job can be performed by other laborers and excess amount paid for it will be deducted from the bill of the contractor.
10. NSC does not guarantee the minimum or maximum workload.
11. The Labour Contractor cannot sublet the above labour contract to any contractor and the Labour Contractor shall remain presence all the time at the Processing Plant during the work.
12. In case the grading work is not found satisfactory by Inspecting Officer, then contractor has to undertake regrading of such quantity up to the satisfaction and no extra payment will be paid to contractor for such work.
13. NSC sublet the contract, if the party shall not give the satisfactory output of day to day work.
14. Job Contractor shall present bills in duplicate duly verified by the In-charge, Processing Plant and the concerned Area Manager. Payment will be made once in a 15 days on monthly basis from the Regional Office, NSC, Gandhinagar through RTGS/NEFT only.
15. The agreement entered into with the labour contractor shall be valid for one year and the same can be renewed with the mutual written consent of the parties if need so. However, in case of failure on the part of Labour Contractor to comply with any of the conditions, the Regional Manager, NSC, Gandhinagar reserves the right to terminate the contract at any time.
16. In case any misconduct or shortcomings by the Labour Contractor or by his labourers which lead to any monetary loss to the Corporation is noticed, the Competent Authority is empowered to recover the loss from contractor and may cancel the contract and the Labour Contractor will have no right to claim for any compensation for misconduct or short-comings by the Labour Contractor or by his labourer.
17. The regular cleaning of wastages outside of the godown at the dust collector shall be the responsibility of the contractor.
18. The contractor is required to maintain full requisite record as per bye-law such as attendance and wages disbursement register in report of laborers 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.
19. Our Processing Plant comes under the Factory Act, 1948 and accordingly the Contractor has to pay the wages to the minimum wages act of state to the labourers engaged by him for the work at the Processing Plant and such payment register / documents have to be verified by the concerned Area Manager / In charge Processing Plant. In case the contractor will not pay full wages to the concerned labourers according to the Job Contractors Act, 1970, the differences of wages if any will be recovered from the contractor bill / security after arranging payments to the labourers by NSC.
20. The tenders 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 tenderers 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.

21. 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 Gandhinagar the acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve us merely confirmation of the initial intimation and shall not effect 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. 500/-. Cost of stamp paper is borne by labour contractor.

22. The Corporation shall not be bound to accept the lowest tender, any and or all the tenders may be rejected without assigning any reason what so ever and Regional Manager. NSC, Gandhinagar 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 Gandhinagar in the matter shall be final and binding in all respects and it will not be challengeable by any of the tender.

23. The tenders received from black listed labour contractor by NSC or any other Govt. department shall not be considered. Notarized affidavit in this respect must be submitted by tenderer.

24. The cost of tender form is Rs. 1180/- per set (Not refundable) will be paid online

25. The online Tender forms shall be accepted by NSC Ltd. Gandhinagar upto 14:00 hrs of 05.06.2021. and will be opened on the same day at 15:00 hrs in presence of the tenderer of their representative, if any. In case tender opening date happens to be holiday, than tender will be accepted and opened on next working day at same time.

26. The contract may be discontinued at any time at the desecration of Regional Manager and without assigning any reason.

27. 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.

28. In the event of any difference or dispute arising out of or in connection with the agreement entered into with the Job Contractor, the same will be referred to the jurisdiction of a Sole Arbitrator to be nominated by the Chairman-cum-Managing Director of NSC on application being made to him by either of the parties. There shall be no objection to such person being nominated as an Arbitrator being in any manner concerned with either NSC or the Government of India or any other Government Undertaking. The Arbitrator so appointed shall have the power to decide and determine its own procedure and shall make an award in such time as may be possible in the circumstances of the case.

29. The parties hereby agree that in the event of any dispute, no cause of action shall arise in their favour to approach any court unless they have resorted to an exhausted the remedy of arbitration as envisaged above.

30. An earnest money deposit (EMD) of Rs.30,000/- (Thirty Thousand only) will be deposited online.

31. The 2% of the net amount payable to contractor per bill will be retained by National Seeds Corporation Limited as retention money (Security Money) and shall be refund to contractor on completion of contract satisfactorily along with EMD, both without interest.

32. The Security deposit will be discharged by the corporation and returned to the contractor the date of completion of the contract. They have no claim in respect of the contract or relating there to or arising there from against NSC.

33. Contractor has to attend processing plant work under the terms & conditions of NIT and as per instructions of Area Manager NSC, Idar and execute an agreement on non-judicial stamp paper of Rs.500/- under the clause No. 21. The contractor will ensure renewal of License validity, EPF Code, ESI Code time to time within the time frame of work order & ensure payments to labours and deposit EPF / ESI, Challans, etc. timely.

34. All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of 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.

34. 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 bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

**REGIONAL MANAGER**

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