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|     | <b>राष्ट्रीय बीज निगम लिमिटेड</b><br>(An ISO 9001:2008 & ISO 14001:2004 Certified Company)<br>(भारत सरकार का उपक्रम - मिनिरात्न कम्पनी)<br>CIN No. U74899DL1983PLC003913  | <b>NATIONAL SEEDS CORPORATION LIMITED</b><br>(An ISO 9001:2008 & ISO14001:2004 Certified Company)<br>(A Govt. of India Undertaking - Miniratna Company)<br>CIN No. U74899DL1983PLC003913 |
| क्षेत्रीय कार्यालय : मध्यप्रदेश, छत्तीसगढ़ एवं गुजरात<br>48-49, सेक्टर-बी, औद्योगिक क्षेत्र, गोविन्दपुरा, भोपाल-462023<br>फोन : 0755-2580271, 2580319, फैक्स : 0755-2580638<br>ई-मेल: <a href="mailto:nscbhopal@gmail.com">nscbhopal@gmail.com</a> , वेबसाइट: <a href="http://www.indiaseeds.com">www.indiaseeds.com</a> | <b>Regional Office: Madhya Pradesh, Chattisgarh &amp; Gujrat</b><br>48-49, Sector-B, Industrial Area, Govindpura, Bhopal-462023<br>Phone : 0755-2580271, 2580319, Fax: 0755-2580638<br>E-mail: <a href="mailto:nscbhopal@gmail.com">nscbhopal@gmail.com</a> , Website: <a href="http://www.indiaseeds.com">www.indiaseeds.com</a> |  |

क्रं. 2(29)/मा.सं./एनएससी-भो/2021-2022/

दिनांक: 30.09.2021

**“निविदा सूचना”**

राष्ट्रीय बीज निगम लिमिटेड भोपाल, अपने प्रक्षेत्र कार्यालय निवाड़ी के लिए बीज विधायन विधायन सम्बंधित कार्यों के लिए सुयोग्य जॉब कॉन्ट्रैक्टर जो श्रम विभाग तथा प्रोविडेंट फण्ड से पंजीकृत हो को कार्य पर लगाने के लिए मोहरबंध निविदायें “ 2 बिड सिस्टम” से दिनांक 21.10.2021 को आमंत्रित की जा रही है। निविदा फॉर्म प्रक्षेत्र कार्यालय भोपाल, इंदौर, निवाड़ी तथा रायपुर से फॉर्म शुल्क रू 590/- देकर अथवा NSC की वेबसाइट से प्राप्त किए जा सकते है निविदा से सम्बंधित अधिक जानकारी NSC की वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com) से प्राप्त की जा सकती है

क्षेत्रीय प्रबंधक  
 30/9/21

**TECHNICAL BID**  
**TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT**  
**NATIONAL SEEDS CORPORATION LIMITED ( PROCESSING**  
**PLANT,NIWARI)**

- 1 Name & Address of The Tenderer:- \_\_\_\_\_  
\_\_\_\_\_
- 2 Name of The Proprietor/Partner \_\_\_\_\_
- 3 Labor License No. of The Tenderer/ Organization  
along with (Encl. 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)  
Income Tax Return for the last 2 years (Copy  
Encl.) \_\_\_\_\_
- 8 GST No. (Encl. Copy Of GST No.) \_\_\_\_\_
- 9 Experience Certificate (Encl. Copy Of Certificate) \_\_\_\_\_
- 10 Cost of Tender Form \_\_\_\_\_  
M.R. no./D.D. no. /RTGS & Date \_\_\_\_\_  
Rs. 590.00
- 11 Number, Date & Amount of Demand  
Drafts/RTGS/NEFT /Cash Enclosed as EMD \_\_\_\_\_

Date:

Signature:

Party Name with Rubber Stamp: \_\_\_\_\_  
Address, Phone No. & e-mail : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

Regional Manager  
National Seeds Corp. Ltd  
48 – 49, Industrial Area, Govindpura, Bhopal

**TENDER FOR APPOINTMENT OF JOB CONTRACTOR AT  
NATIONAL SEEDS CORPORATION LIMITED ( PROCESSING  
PLANT,NIWARI)**

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

**COMMERCIAL BID**

**Ref: Your open 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, Niwari (M.P.) are quoted here under:-

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

| S.No. | Item of work   | Rates per Qtl. |            |
|-------|--|----------------|------------|
|       |  | (In Figures)   | (In words) |
| 1.    | a) Loading/unloading of trucks and trolleys vice versa without weighment | Rs.....        | (Rs. ....) |
|       | b) Loading/Unloading of trucks and trolley's vice versa with weighment.  | Rs.....        | (Rs. ....) |

**2. Indirect Packing :-**

| Sl. No. | Description of Work  | Within the Same Godown/<br>Building |            |
|---------|--|-------------------------------------|------------|
|         |  | (In Figures)                        | (In words) |
| A.      | <b><u>Grading &amp; Bulk Packing (On raw seeds basis) :-</u></b><br><b>I)</b> Lot wise shifting of Raw Seeds from stack to grading machine i.e. Upto 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.  |                                     |            |
|         | <b><u>Small Packing :-</u></b><br><b>II)</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 provide ball pen, rubber stamps, pad ink, colour etc. Printing of bags, labels, tags if required 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. **Direct Packing:** 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 :

| Sl. No.   | Description of Work | Within the Same Godown/<br>Building |
|---|---------------------|-------------------------------------|
| 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. |                     |                                     |

- 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 provide ball pen, rubber stamps, pad ink, colour etc. Printing of bags, labels, tags if required 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.
4. Re-grading/Re-cleaning charges will be at par grading charges for bulk packing S. No. 2 (A-I).
5. **Indirect Re-validation** :- Re-grading charges and Re-packing charges.

| S. No. | Description of Work | Re-grading Charges<br>(per Qtl.)  | Seed coating<br>charges (per Qtl) | Re-packing Charges<br>of Standard Lots |
|--------|---------------------|---|-----------------------------------|--|
| 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><u>Separate bills will be submitted for each operation.</u></b> |                                   |  |

6. **Direct Revalidation Work** : 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).

| S. No. | Description of Work | Rupees      |            |
|--------|---------------------|-------------|------------|
|        |                     | (In figure) | (In Words) |
| 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) Rs.....(Rs.....)
8. Segregation of gunny bags and making of bundles of 50 nos. gunny bags and stacking in countable condition for serviceable and un-serviceable Rs..... per bundle (Rs.....)
9. Shifting and Loading/Unloading of seeds from one godown to another godown within premises. Rs.....(Rs.....)
- within radius of 10 km. Rs.....(Rs.....)
- 11 km to 30 km. Rs.....(Rs.....)
- 31 km to 50 km. Rs.....(Rs.....)
10. Hand Picking:(Lot wise opening of bag, hand picking and refilling in bags & stacking)
- a) Groundnut Rs.....(Rs.....)
- b) Other than Groundnut (Peas, Gram etc.) Rs.....(Rs.....)
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 Rs.....(Rs.....)
- (b) 26 Kgs to 50 Kgs Rs.....(Rs.....)
- (c) Above 50 Kg Rs.....(Rs.....)
12. Fumigation charges per quintal: Rs.....(Rs.....)
13. Spraying/Dusting charges (Per Godown) Rs.....(Rs.....)

Signature: .....

Name in Block Letters: .....

Complete postal address: .....

.....

.....

Mobail/Telephone No. (if any):.....

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|  | <p><b>राष्ट्रीय बीज निगम लिमिटेड</b><br/>         (An ISO 9001:2008 &amp; ISO 14001:2004 Certified Company)<br/>         (भारत सरकार का उपक्रम - मिनिरातना कम्पनी)<br/>         CIN No. U74899DL1963PLC003913<br/>         क्षेत्रीय कार्यालय : मध्यप्रदेश, छत्तीसगढ़<br/>         48-49, सेक्टर-बी, औद्योगिक क्षेत्र, गोविन्दपुरा, भोपाल-462023<br/>         फोन : 0755-2580271, 2580319, फैक्स : 0755-2580638<br/>         ई-मेल: <a href="mailto:nscbhopal@gmail.com">nscbhopal@gmail.com</a>, वेबसाइट: <a href="http://www.indiaseeds.com">www.indiaseeds.com</a></p> | <p><b>NATIONAL SEEDS CORPORATION LIMITED</b><br/>         (An ISO 9001:2008 &amp; ISO14001:2004 Certified Company)<br/>         (A Govt. of India Undertaking - Miniratna Company)<br/>         CIN No. U74899DL1963PLC003913<br/> <b>Regional Office: Madhya Pradesh, Chattisgarh</b><br/>         48-49, Sector-B, Industrial Area, Govindpura, Bhopal-462023<br/>         Phone : 0755-2580271, 2580319, Fax: 0755-2580638<br/>         E-mail: <a href="mailto:nscbhopal@gmail.com">nscbhopal@gmail.com</a>, Website: <a href="http://www.indiaseeds.com">www.indiaseeds.com</a></p> |
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## TENDER DOCUMENT FOR NSC LTD. PROCSSING PLANTS

Sealed tenders super scribed "TENDER FOR APPOINTMENT OF JOB CONTRACTOR" for the year 2021-22 for NSC, Niwari processing Plant are invited on prescribed Tender Form from Labour Contractors registered with labour department to undertake the 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. 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 The Contractor shall deposited Rs/- 25000/- (Rupees Twenty five thousand only) towards earnest money deposit at the time of furnishing the tender. Upon acceptance of the tender by NSCL Bhopal, by a written communication, an amount of Rs.25000/- is to be deposited as Security deposit within 07 days. Thus the total amount of Rs.50000/- inclusive of EMD will be treated as SD and not entitled for any interest. If the contractor fails to deposit the security deposit within the stipulated time, the earnest money deposited by the tenderer shall stand forfeited. The Security Deposit shall remain at the entire disposal of the Corporation for Security of the satisfactory execution & completion of work in accordance with the terms & conditions of the contract. The Corporation shall be at liberty to deduct any losses, damages, penalties etc. The MSME's registered contractors are exempted to pay the required EMD.
- 4 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 without interest
- 5 Income Tax as per rules will be deducted at source.
- 6 All the Taxes as applicable shall be borne by the contractor.
- 7 Under any statutory requirement, contractor will be responsible to bear the EPF and ESI, for the laborers provided by him.
- 8 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 8 ft.

- 9 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. 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. If contractor fails to deposit it within the stipulated time period than same will be deducted from his security deposite. 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.
- 10 If case of a death or mishap occurs during discharging the duty, the compensation liability will solely rest with the Contractor.
- 11 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.
- 12 Labour Contractor must submit the bill **every month (Before the 15<sup>th</sup> day of upcoming month)** 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 month and forward the same to Regional Office for payment. The Labour Contractor should print the PAN No. & GST Nos. on their Bills.
- 13 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 Madhya Pradesh 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.
- 14 The cleaning of the plant is the responsibility of the Labour contractor.
- 15 The Job Contractor has to provide the required numbers of labours for the job within 18 hours' notice by the concerned Area Manager. If contractor 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.
- 16 NSC does not guarantee the minimum or maximum workload.
- 17 **After receiving the bills NSC will release the payments of Labour contractor within a period of 45 days, if all the relevant documents along with the bills are submitted properly and on time & contractor shall pay the wages to engaged labours on regular/timely basis.**
- 18 The contractor cannot stop the work in case of any circumstance until or unless competent authority gives the direction to do so.
- 19 The Labour Contractor cannot sublet the above labour contract to any contractor and the Labour Contractor or a supervisor (deputed by contractor) shall remain present all the time at the Processing Plant during the work.
- 20 In case the grading work is not found satisfactory by Inspecting Officer, then contractor has to undertake regrading of such quantity upto the satisfaction and no extra payment will be paid to contractor for such work.
- 21 NSC can sublet the contract, to the L2 Party on the (L1 rates) if the party does not give the satisfactory output on day to day work.
- 22 Job Contractor shall present bills 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, Bhopal through RTGS/NEFT only.
- 23 The agreement entered into with the labour contractor shall be valid for one year or letter from the



NSC regarding closer of rates which ever is later 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, Bhopal reserves the right to terminate the contract at any time.

- 24 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.
- 25 The regular cleaning of wastages outside of the godown at the dust collector shall be the responsibility of the contractor.
- 26 The contractor is required to maintain full requisite record as per Labour 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.
- 27 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 / Incharge 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.
- 28 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.
- 29 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 such 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 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. 500/-. Cost of stamp paper is borne by labour contractor.
- 30 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, Bhopal 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 Bhopal in the matter shall be final and binding in all respects and it will not be challengeable by any of the tenderer.
- 31 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.
- 32 The cost of tender form is Rs. 590/- per set (Not refundable) and tender form shall be issued on payment of Rs.590/- by cash or RTGS/NEFT . The sale of tender form shall be closed on 21.10.2021 upto 12.30 p.m. and no tender can be sold after this date and time. The tender form shall be available for sale at Regional Office, Bhopal or concerned sub-units on all working days from 10.00 A.M. to 5.30 P.M.
- 33 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.

- 34 An earnest money deposit of Rs.25000/-) in the form of cash or Demand Draft drawn/RTGS/NEFT in favour of National Seeds Corporation Limited, Bhopal of any scheduled bank shall be placed in the enveloped super scribed Technical and Commercial Bids, without EMD tender will not be accepted. Cheque will not be accepted.
- 35 The Tender forms shall be received in the office of NSC Ltd. Bhopal On 21.10.2021 up to 02:00 P.M. and will be opened on the same day at 02:30 P.M. in presence of the tenderer or 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.
- 36 The contract may be discontinued at any time at the desecration of Regional Manager and without assigning any reason. 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.
- 37 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.
- 38 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.
- 39 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.

**REGIONAL MANAGER**

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