

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING - MINIRATNA COMPANY)

SECTOR - V, BLOCK - AQ, PLOT NO. - 12,
SALT LAKE CITY, KOLKATA - 700091 (West Bengal)
(CIN NO: U74899DL1963GOI003913)



TERMS & CONDITIONS OF e-TENDER

FOR Appointment of Job/Labour Contractor for a period of 02 (Two) years for providing Labour oriented services for Processing, Packing and Other Works related to NSC's Processing Centre Midnapur, Chatra (Birbhum) & various processing plants in the state of Odisha (Balasore, Bargarh & Cuttack)

TENDER SHOULD BE SUBMITTED IN TWO (02) BIDS SYSTEM ON LINE ONLY

TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: from 04.03.2024 to 18.03.2024 upto 15:00 hrs. ON

NSC e-Portal : <https://indiaseeds.enivida.com>

OPENING OF TENDER (TECHNICAL BID) : Dated on 18.03.2024 at 15.30 Hours
COST OF TENDER FORM : Rs. 100/- + GST 18% to be paid online `only

Contact details:

Particulars	Telephone	E-mail
Regional Office Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com
Web Site	www.indiaseeds.com	

TENDER DOCUMENT INDEX

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NATONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

SECTOR-V, BLOCK-A-Q, PLOT NO. 12,

SALT LAKE CITY, KOLKATA-700091 (West Bengal)

No. Prodn.11/NSC-KOL/2023-24/

Dated: 04.03.2024

TENDER NOTICE

For Inviting Tender for providing

Labour oriented services for Processing, Packing & Other Works related to seeds at processing plant of NSC Midnapur, Chatra (Birbhum) and various processing plants in the state of Odisha (Balasore, Bargarh & Cuttack)

e-Tender is invited for appointment of Labour contractor for Kharif and Rabi produce as per need basis for a period of Two (02) years for providing labour oriented services for seed Processing, Packing & Other Works related to processing centre at NSC Midnapur, Chatra (Birbhum) and various processing plants of Odisha State (Balasore, Bargarh & Cuttack). Interested parties may submit their Technical & Financial Bid from 04.03.2024 to 18.03.2024 (15:00 hrs.)

The detailed eligibility and other criteria may be view from the tender document. The details of tender at a glance are mentioned below:

1. **Name of Work** : Providing Labour oriented services on Contract Basis for Processing, Packing & Other Works related to seeds at Processing Centres of NSC Midnapur, Chatra (Birbhum) and various areas of Odisha State (Balasore, Bargarh & Cuttack).
2. **EMD (Earnest Money Deposit):** Rs. **5,000/-** (Five Thousand only)
3. **Last date & Time** : 18.03.2024 (15:00 hrs.)
(for submission of Tender)
4. **Date and Time** : 18.03.2024 (15:30 hrs.)
(for opening of Technical Bids)

Regional Manager

SECTION - I

S

INSTRUCTIONS TO BIDDER – ONLINE MODE

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2,360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN Card Number;Registration details etc. as applicable and submits the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net banking / Debit / Credit card then Bidders may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/ Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least one week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the

difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speedetc.

15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.
21. The Terms & Conditions of OSSC Tender along with the agreement will also be the part of this tender.

Thank You

Technical Support - Phone: 9355030620, 9355030608
Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com

NATIONAL SEEDS CORPORATION LIMITED
(A Govt of India Undertaking-Miniratna Company)
Block-AQ, Plot No.-12, Sector-5, Salt Lake City, Kolkata- 700 091

Tender for providing Labour oriented services for Processing, Packing & Other Works related to seeds at processing centres of NSC Midnapur, Chatra (Birbhum) and various processing plants in the state of Odisha (Balasore, Bargarh & Cuttack)

TERMS AND CONDITIONS.

1. The tenderer should thoroughly go through the Terms & Conditions before Submitting their tender.
2. The interested parties who are participating in the bid are required to pay Tender Form Fee @ Rs. 100/- + GST (18%). MSME registered with NSIC or any other bodies specified by the Ministry of MSME are exempted from payment of tender form fee.
3. All the parties who are participating in the bid are required to pay a sum of Rs. 5,000/- (Rupees Five Thousand only) as EMD (Earnest Money Deposit) in ONLINE.
4. Tenderer should check the tender documents attached as per the Check List (Annexure – III).
5. Tender received after prescribed time and date shall not be accepted.
6. The Tender downloaded from NSC website www.indiaseeds.com should be accompanied with the undertaking given by the tenderer that he/she/they or his/her/their firm has not made any alteration/change in the downloaded terms & conditions of the tender. If any alteration is found in the terms & conditions during the process of Tender/during the currency of Contract (if awarded any) will be out rightly cancelled without giving any notice.
7. For confirmation of acceptance of the tender terms and conditions, the tenderer is required to sign on all the pages of the tender document and submit the same with the **Technical Bid**.
8. Conditional and incomplete tender may be rejected at the discretion of NSC.
9. NSC does not guarantee the minimum or maximum work.
10. Tenderer should submit Undertaking duly notarized that he / she / they or his / her / their firm has neither been **BLACK LISTED** by any Government / other agency nor having any relation / co-relation directly or indirectly with the employees of the NSC, its main growers / growers / dealers / distributors / custom processor / any party dealing with seed business.
11. 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 firm and inclusive of all charges.
12. Payment made/credit afforded to the work 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.
13. 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.

14. The tender will be opened on the specified date and time. 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.

15. EARNEST MONEY & SECURITY DEPOSIT:

Tenderers are required to submit **Rs.5,000 (Rupees Five thousand Only)** as **Earnest Money Deposit** in ONLINE. Any tender **without EMD will not be accepted. Upon acceptance of the tender by NSC**, he / she shall also remit **Rs. 10,000/- (Rs. Ten Thousand Only)** towards **Security Deposit in the form of DD** drawn in favour of **National Seeds Corporation Limited** payable at **Kolkata** or deposited / Transferred in NSC's account through **RTGS / NEFT**. The EMD will be converted into Security deposit in respect of successful tenderer. Whenever the Security Deposit falls short of the stipulated amount, the contractor shall make well the deficit, so that the deposit at any point of time remains intact at **Rs. 10,000/- (Rs. Ten Thousand 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. Failure to enter into agreement may lead to forfeiture of the EMD deposited with the tender. EMD of the unsuccessful bidder will be returned to the respective parties in due course.

16. MSME registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.

17. The Contractor shall undertake the responsibility for providing adequate laborers 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 by 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.

18. 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.

19. All the work shall be attended on "To be billed basis" and the payment will be made by the Regional Office of NSC, Kolkata, WB on receipt of Bill after expiry of the month/15 days. Job contractor is required to submit printed serially numbered bills indicating full details of work done during the month through the Area Manager of the concerned Sub-unit. Only one bill after expiry of month /15 days is required to be submitted and no part payment shall be allowed.

20. Job Contractor must submit the bill along with the duly self-attested Photo-copy of EPF & ESI challan if applicable for the labour engaged by him for the said work and any Tax payment deposited with the concerned department for the previous month. On receipt of the bill from the Job Contractor, Area Manager of the concerned sub-unit will verify the bill for the quantum of seed processed during that period 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.

21. The payment shall be made by crossed A/c payee cheque/transfer/RTGS 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 man power 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.
22. The Job contractor shall provide necessary labor immediately on demand given by NSC to the contractor even on telephone or otherwise. In the event of failure (the contractor) to provide desired laborers, it will open to NSC to arrange laborers at the cost of contractor and in the event of NSC being obliged to pay to such laborers, the amount paid shall become recoverable from the bills/Security Deposit of the Contractor with whom the agreement has been entered. Laborers 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.
23. All the formalities regarding statutory payment (as application) and contribution on account of EPF/ESI (on behalf of the laborers and by the NSC to the laborers) 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.
24. Tax (if any) as applicable from time to time, will be born separately by the Contractor and the NSC Ltd. NSC will not pay any Tax liable to be paid by the contractor. Bid validity days-730 days & completion period in months-24 months and the same can be renewed with the mutual written consent of the parties.
25. The Contractor will comply with the provisions of the labor laws/Acts or any other laws in force in West Bengal and He will be solely responsible for the commission/omission of the same.
26. The Contractor is required to maintain full requisite records as per by- laws such as attendance and wages disbursement register in respect of laborers provided by the Contractor to NSC. NSC reserves the right to call for such like record for inspection by the 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.
27. 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.100/-** as per NIT term & condition. The cost of non-judicial stamp paper of **Rs.100/-** is required to be borne by the Contractor.
28. The Corporation shall not be bound to accept the lowest tender. Regional Manager, NSC, Kolkata 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 tenderer and split the job without assigning any reasons. The decision of the Regional Manager, NSC, Kolkata in the matter shall be final and binding in all respects and it cannot be challenged by any tenderer.
29. The agreement entered into with the Contractor shall be **valid up to two year from the date of entering into the agreement** and the same can be renewed for further one year with the mutual written consent of the parties on the existing T&C. However, in case, if failure on the part of contractor to comply with any of the prescribed terms and conditions, the Regional Manager, NSC, Kolkata reserves the right to terminate the contract at any time & Security Deposit of the contractor is liable to be forfeited.
30. 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 discussion, 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 be in English Language. The court of Delhi shall have the jurisdiction.

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

1. Lifting of raw seed from the stores/plant situated within the premises to the Plant Machine and packed seed from Plant Machine to Stores/Plant store within the premises and stacking thereof;

2. **DIRECT PACKING:** Direct packing include grading the stock, treatment of seed as per NSC norms, writing / printing as per WBSSCA / OSSCA 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.

3. **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 WBSSCA / OSSCA requirement and cleaning of Plant & Machinery after completing of grading/packing of every lot/ crop/variety.

4. Printing Materials & screen will be provided by the NSC.

5. All certification, packing, printing/writing material to be provided by NSC.

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 in the stores within the premises.

8. Rate quoted should be on graded seed basis as the payment will be made on graded seed basis.

A. TECHNICAL BID**Tender Form For Labour Oriented Works (Processing, Packing And Other Works of Seeds) At NSC Midnapur / Chatra (Birbhum) & Various Processing Plants In the State of Odisha (Balasore, Bargarh, & Cuttack)**

1. Name & Address of the Tenderer -----

2. Name of the Proprietor / Partner -----
3. GST No. -----
(Enclose Registration Certificate):
4. PAN Card No. (Enclose Copy) -----
5. Copy of Income Tax Return of last two years-----
(Enclose copy)
6. EPF Registration -----
(Enclose copy)
7. ESI Registration -----
8. (Enclose copy)
9. Affidavit for not being blacklisted -----
10. Undertaking regarding deposition of Valid Labour
License issued by Labor commissioner office
& Validity of WB & Odisha state -----
11. Previous experience (if any)
(a) NSC -----
(b) Govt. experience certificate /
having from Reputed Private firms -----
12. Details of EMD deposit -----
13. The Company representative who participates
in the tender and sign the Tender documents, must provide
the Authorization letter of his Company head
(along with his valid ID) -----
14. All the Tender documents must be signed & sealed by the Company
head/representative.

Date:

Place:

Name & Signature of the tenderer with official stamp

B. FINANCIAL BID

Sr. No.	Particulars	Rate (Rs. per Qtl.) inclusive of Taxes & other charges
A	Processing of Seeds Rate (Rs./Quintal) Inclusive of Processing, Bulk packing & Stacking)	
B.	Size of Packing Packing of seeds	Rate to be Quoted in Rupees per qtl. inclusive of Taxes & other charges
		Indirect Packing
1	Up to 2 Kgs	
2	3 Kg to 5 Kgs	
3	6 Kg to 10 Kgs	
4	11 Kg to 20 Kgs	
5	21 Kg to 30 Kgs	
6	31 Kg to 40 Kgs	
7	41 Kg and above	
C	Loosening & Re-cleaning of seeds/Reprocessing (Rate Rs./qtls.)	
#	Other works	Rate to be Quoted in Rupees per qtl inclusive of Taxes & other charges
D	Gunny Bag Bundling (Each 50 No.)	
E	Rate for providing labour on demand	
F	Rate for putting revalidation stamp on the processed seed bags	
G	Sun drying of Raw Seeds/ Seeds	
H	Rate for segregation of seed Lots on per Qtl basis (In Rs.) due to rejection, re-stacking, etc.	
I	Shifting charges for raw/processed seed from godown to processing plant and vice-versa, if applicable (one way rate to be quoted)	
J	Seed Stacking after Packing (Rs. Per Qtls.)	
K	Fumigation/ spraying charge per qtls.	
L	Note : Item No. A. also includes the filling work of packed cloth/jute/HDPE bags (filled with seeds) into gunny bags, its stitching and stacking , whenever necessary	

CHECKLIST FOR THE TENDERER

Sl. No.	Particulars	Yes	No.
1	Payment of Tender Fee of Rs. 100/- + GST18%. i.e Rs.118/-		
2	Payment for EMD Rs.5,000/-		
3	Notarized Undertaking regarding Firm has not Blacklisted by any Govt. authority / Agency.		
4	An undertaking regarding non-alteration in the NIT.		
5	Tender form is completely filled and not conditional.		
6	GST No. (copy attached)		
7	PAN Card No. (copy attached)		
8	Copy of Income Tax Return (ITR) for last two years		
9	Registration No. under EPF (copy attached)		
10	Registration No. under ESI (copy attached)		
10	Experience if any (copy attached)		
12	Tenderer to give undertaking regarding deposition of the Labour license issued by Labour Commissioner office. Licence should be valid for WB & Odisha state (copy attached)		
13	Authority letter (if any) must be signed by the proprietor with the official stamp with verified Photo ID		
14	All the uploaded Tender documents must be signed and sealed by the Company Head/Representative.		