



राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम - मिनिरल कम्पनी)

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दिनांक:- 03.10.2024

“शुद्धि - पत्र ”

इस कार्यालय द्वारा स्थानीय समाचार पत्रों एवं एन.एस.सी. वेबसाइट पर प्रकाशित विज्ञापन का संदर्भ लें, जिसमें राष्ट्रीय बीज निगम लिमिटेड, क्षेत्रीय कार्यालय जयपुर, की उप-इकाई अजमेर के गोदाम एवं ट्रेस लेस छत निर्माण कार्य (**Support less roof of Galvalame sheet**) के लिए ऑनलाइन ई -निविदा (2 बीड सिस्टम) दिनांक - 30.09.2024 से 21.10.2024 शाम 05:00 बजे तक आमंत्रित की गई थी। उक्त निविदा की नियम एवं शर्तों में निम्न वर्णित क्लॉज सं. 18.1 को निम्न अनुसार परिवर्तित किया जाता है।

CLAUSE: 18.1 RECOVERY OF COMPENSATION PAID TO WORKMAN

CONTRACTOR'S LABOUR REGULATIONS

The Contractor shall comply with all the applicable and mandatory provisions of labour regulations relating to wages, occupational safety, health, working conditions, social security, industrial relations etc. including any Statutory amendments and modifications thereof. The Contractor shall submit a report about compliance of all the applicable laws, rules and regulations to the Employer with the final bill amount compliance with the following conditions:-

i) Terms and Mode of Payment

1) The periodic Minimum Wage/VDA increase as and when notified by the Central Government or State Government as applicable whichever is higher, will be payable to the Manpower deployed by the Contractor. A ledger for the records of payment made to the employees will be maintained by the successful bidder. NSC will have the right to inspect the same as and when required. The contractor shall undertake responsibility of ensuring that minimum wage is paid to the manpower deployed.

2) Each monthly bill must accompany the following duly signed documents by the contractor: a) Attendance sheet of employees/workers deployed by the Contractor for the month. b) Payment sheet/wages / salary sheet. c) Bank transfer details of wages/salary paid and a copy of pay salary/wages slip. d) ESIC Challan e) PF Challan f) ECR by EPFO

The payment(s) shall be made to the contractor through RTGS/NEFT and are subject to deduction of tax(s), Cess levied by any Government as per rules from time to time and will be made after the completion of every month or on completion of the assigned work and after certification by user Section/Competent Authority. The bill must be submitted in triplicate. Further, the contractor shall furnish a copy of deposit of monthly EPF/ESI challans/ returns etc. with next bill, failing which amount as deemed fit by National Seeds Corporation Ltd. shall be with-held from the bill.

Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month. The required strength of manpower for various works shall be as per actual manpower deployment and any increase/decrease there by in the actual manpower deployed shall increase/reduce the payment to be made proportionately as per rates given in the agreement.

ii) General Conditions

1) In case of disputes for non-payment of wages to the deployed manpower or any other, the payment

due to the Contractor firm can be withheld by NSC till settlement of the disputes on the orders of the Court of law.

2) The Contractor shall be responsible for all injuries and accidents to persons employed by him. In the event of injury, illness or mis-happening to any manpower deployed by the Contractor, NSC (the company) will not be liable to pay any compensation.

3) In case the Contractor leaves the job before completion of the period of contract NSC shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by NSC. If any.

4) The contractor shall indemnify the NSC and hold it harmless in respect of all other any expenses arising out of such injury or damage to persons property as aforesaid and also in respect of any claim made in respect of injury, damage under any act of the Government or otherwise and also in respect of any award or compensation or damages which may be passed consequent upon such claims

5) The terms and conditions contained herein shall form part of and shall take as if they were included in the contract/agreement to be entered in to between NSC with contractors.

iii) Penalties

i. The Contractor shall disburse monthly payment to its deployed manpower latest by 10th of every month, failing which penalty of Rs.1000/- per day will be imposed upto 20th of the month and thereafter the contract shall liable to be terminated. Security Deposit/Performance Bank Guarantee shall be forfeited and will be en-cashed and in such events NSC Ltd will have the power to appoint any other agency to carry out works as per scope of work under this contract at the risk and cost of the Contractor.

ii. Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the NSC Ltd., it will be brought to the notice of Contractor by the NSC and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.

iii. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower of requisite qualifications. If deployment of manpower is below 90% of total manpower to be deployed per day, a penalty of Rs. 100/- per day per absentee shall be levied on the contractor.

iv. In case the Contractor fails to fulfill the statutory requirements as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be debarred for 2 years/blacklisted by the NSC, in addition to forfeiture of Performance Security Deposit, monthly bills that are due to the firm.

i. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring services in the event of Contractor failing to provide requisitioned number of manpower, NSC shall make deductions at double the rate on 33 pro rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contractor from the security deposit or may be demanded from him to be paid within seven days to the credit of the NSC.

ii. vi. Non-compliance of any tender conditions may also lead to deduction of service charge for the month and decision of NSC management shall be final and binding.

उक्त के अतिरिक्त निविदा संबंधित सभी प्रकार की नियम एवं शर्तें यथावत रहेंगी। निविदा संबंधित सभी प्रकार का संशोधन एन.एस.सी की वैबसाइट <https://indiaseeds.enivida.com> अथवा www.indiaseeds.com, पर देखे जा सकता है।

क्षेत्रीय प्रबंधक