

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
Industrial Estate, Kurnool

TENDER FORM FOR NSC LTD. INDUSTRIAL ESTATE KURNOOL

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2010-2011**', are invited on the prescribed tender form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Industrial Estate, Kurnool by **1.2.2010 up to 3.00 PM**. The tender received will be opened on **1.2.2010 at 3.30 PM** in the office of this Corporation at Industrial Estate, Kurnool in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS '

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. INDUSTRIAL ESTATE, KURNOOL". The tenderers must fill-in their 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.
2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.
3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.
4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.
5. **EARNEST MONEY:**
Tenderers are required to deposit Rs. 2000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Industrial Estate, Kurnool, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the

services without the written consent of the NSC. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, Industrial Estate, Kurnool, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed. The bill should accompanied with the documents such as, Copy of EPF/ ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.
8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.
9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.
10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay to such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so 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 the 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.
11. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, Industrial Estate, Kurnool has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.

14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, Kurnool reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Industrial Estate, Kurnool in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

16. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

17. Original registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on 1.2.2010 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Industrial Estate, Kurnool on all working days from 9.30 to 5.30 P.M.**

19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Industrial Estate, Kurnool reserves the right to terminate the contract at any time.

20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contract, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.

26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.

27. Security Administration:

i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.

ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.

(iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.

(iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) Any report of non-compliance of security services and procedure and their enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature. posted by the They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving licence, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX

Area Manager.
National Seeds Corpn. Ltd.,
Autonagar, Guntur.

TENDER FORM FOR NSC LTD. AUTONAGAR, GUNTUR

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2010-2011**', are invited on the prescribed tender form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Auto Nagar, Guntur by **1.2.2010 up to 3.00 PM**. The tender received will be opened on **1.2.2010 at 3.30 PM** in the office of this Corporation at Auto Nagar, Guntur in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. AUTO NAGAR GUNTUR". The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 2000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Auto Nagar, Guntur, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the services without the written consent of the NSC. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, Auto Nagar, Guntur, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed. The bill should accompanied with the documents such as, Copy of EPF/ ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.
8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.
9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.
10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay to such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so 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 the 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.
11. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
12. The contractor is required to maintain full requisite records as per by- laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, Auto Nagar, Guntur, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.

14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

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18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on 1.2.2010 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Auto Nagar, Guntur, on all working days from 9.30 to 5.30 P.M.**

19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Auto Nagar, Guntur, reserves the right to terminate the contract at any time.

20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contract, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.

26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.

27. Security Administration:

i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.

ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.

(iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.

(iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) Any report of non-compliance of security services and procedure and their enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature. posted by the They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving licence, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
Autonagar, Guntur.

TENDER FORM FOR NSC LTD. AUTONAGAR, GUNTUR

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2009-2010**', are invited on the prescribed tender form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and

Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Auto Nagar, Guntur by **23.1.09 up to 3.00 PM.** The tender received will be opened on **23.1.09 at 3.30 PM** in the office of this Corporation at Auto Nagar, Guntur in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

‘ TERMS AND CONDITIONS’

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is “TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. AUTO NAGAR GUNTUR”. The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 2000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Auto Nagar, Guntur, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the services without the written consent of the NSC. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, Auto Nagar, Guntur, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed. The bill should accompanied with the documents such as, Copy of EPF/ ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.

8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.
9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.
10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay to such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so 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 the 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.
11. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, Auto Nagar, Guntur, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.
14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, Guntur reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Auto Nagar, Guntur in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

16. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

17. Original registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on 23.01.09 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Auto Nagar, Guntur, on all working days from 9.30 to 5.30 P.M.**

19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Auto Nagar, Guntur, reserves the right to terminate the contract at any time.

20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor

within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contract, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.

26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.

27. Security Administration:

i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.

ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.

(iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.

(iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) Any report of non-compliance of security services and procedure and their enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature. posted by the They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving licence, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
Madikonda, Warangal.

TENDER FORM FOR NSC LTD. MADIKONDA, WARANGAL

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2010-2011**', are invited on the prescribed tender

form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Madikonda, Warangal by **1.2.2010 up to 3.00 PM.** The tender received will be opened on **1.2.2010 at 3.30 PM** in the office of this Corporation at Madikonda, Warangal in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. MADIKONDA, WARANGAL ". The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 2000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Madikonda, Warangal, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the services without the written consent of the NSC. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, Madikonda, Warangal, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed. The bill should accompanied with the documents such as, Copy of EPF/ ESI

challans towards remittance of statutory dues with a certified list of contributors against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.

8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.

9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.

10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay to such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so 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 the 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.

11. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, Madikonda, Warangal, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.

14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, Warangal reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Madikonda, Warangal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

16. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

17. Original registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on 1.2.2010 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Madikonda, Warangal, on all working days from 9.30 to 5.30 P.M.**

19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Madikonda, Warangal reserves the right to terminate the contract at any time.

20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the

tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contractor, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.

26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.

27. Security Administration:

i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.

ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.

(iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.

(iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) Any report of non-compliance of security services and procedure and their

enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature. posted by the They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving licence, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
VPC(S):Lalaguda,Secunderabad.

TENDER FORM FOR NSC LTD. VPC(S):LALAGUDA;SECUNDERABAD

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2009-2010**', are invited on the prescribed tender form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation

Ltd.,VPC(S):LALAGUDA:SECUNDERABAD by **23.1.09 up to 3.00 PM**. The tender received will be opened on **23.1.09 at 3.30 PM** in the office of this Corporation at VPC(S):Lalaguda,Secunderabad in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. VPC(S):LALAGUDA:SECUNDERABAD ". The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 2000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at VPC(S),Lalaguda,Secunderabad, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the services without the written consent of the NSC. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, VPC(S),Lalaguda,Secunderabad, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.The bill should accompanied with the documents such as, Copy of EPF/ ESI challans towards remittance of statutory dues with a

certified list of contributors against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.

8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.
9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.
10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so 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 the 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.
11. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.
12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, VPC(S) Lalaguda, Secunderabad, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible,

Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.

14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, VPC(S):Lalaguda reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, VPC(S),Lalaguda,Secunderabadl in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

16. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

17. Original registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

18. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on 23.01.09 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, VPC(S),Lalaguda,Secunderabad on all working days from 9.30 to 5.30 P.M.**

19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, VPC(S),Lalaguda,Secunderabad reserves the right to terminate the contract at any time.

20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light

later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contract, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.

26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.

27. Security Administration:

i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.

ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.

(iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.

(iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed /

locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) Any report of non-compliance of security services and procedure and their enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature. posted by the They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving licence, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Area Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
Madikonda, Warangal.

TENDER FORM FOR NSC LTD. MADIKONDA, WARANGAL

Sealed tenders, superscribed '**TENDER FOR ENGAGEMENT OF ONE JUNIOR ASSISTANT ON CONTRACT FOR THE YEAR 2009-2010**', are invited on the prescribed tender form from reputed, recognized, licence holder, Manpower service provider/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 10 Labourers under their control, having requisite experience in providing man power with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Madikonda, Warangal by 09 up to 3.00 PM. The tenders received will be opened on 09 at 3.30 PM in the office of this Corporation at Madikonda, Warangal in the presence of the tenderers or their authorized representatives, if any. Tenders received, after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is '**TENDER FOR ENGAGEMENT OF ONE JUNIOR ASSISTANT ON CONTRACT FOR THE YEAR 2009-2010**'. The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 1000.00 (Rupees One Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Madikonda, Warangal, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 5,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not

satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. Compliance with all statutory requirements as per Labour Laws and the Payment of Minimum Wages Act in force shall be the sole responsibility of the service providing agency. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

7. The service provider shall have to indicate their Provident Fund and ESI numbers in the Tender Form and furnish attested photocopies in proof thereof; this is a mandatory requirement.

8. The service provider shall indicate their Registration Number; Permanent Account Number; Service Tax Number in the Tender Form and provide attested copies thereof as mandatory requirements. Tenders received without these statutory documents shall be summarily rejected.

9. The service provider has to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/his her/their misconduct and service provider shall forthwith comply with such requirements.

10. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

11. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

12. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the service provider.

13. The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

14. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

15. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.

16. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

17. The person deployed shall not claim any Master & Servant relationship against this office.

18. The service provider shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

19. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

20. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master & Servant relationship between the employees of the service provider and the said person of the service provider shall not claim any absorption.

21. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.
22. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to NSC.
23. Working hours would be normally 8 1/2 hours per day including half an hour lunch break between 10.00 A.M. to 5.30 P.M. working days (Six day week- i.e. Monday to Saturday). Actual amount per hour would be calculated for the personnel deployed on duty. The personnel may be called on, Sunday and other gazette holidays, if required. They may be paid extra as per the rates approved by the office.
24. The service provider will submit the bill in duplicate every month with the following documents:
- a. Copy of EPF/ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with description of employees & employer contribution and administrative changes.
 - b. ESI card of personnel provided to the NSC.
 - c. EPF A/c.No. of personnel provided to the NSC.
 - d. Certified copy of Wages Register.
25. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
26. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
27. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
28. The service provider shall be contactable at all times and message sent by E - mail/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.
29. The agency should be registered with the concerned Govt. Authorities, and a copy of the registration may be submitted.
30. The Agency should submit its PAN and Sales Tax registration Number.
31. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.
32. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of the person 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay his/her wages every month.

33. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the personnel provided by the contractor to NSC shall also be the sole responsibility of the contractor. In case of failure, the Corporation shall make such like obligatory payments, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

34. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the personnel provided by the Contractor to NSC and the Area Manager, NSC, Madikonda, Warangal, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

35. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee/ and or by the competent/ approving authority.

36. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

37. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, Warangal reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Madikonda, Warangal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

38. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

39. Copies of the registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

40. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on _____ .09 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Madikonda, Warangal, on all working days from 9.30 to 5.30 P.M.**

41. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Madikonda, Warangal reserves the right to terminate the contract at any time.

42. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

44. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

45. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

46. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

47. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

48 Administration:

i) The personnel engaged by the Contractor will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The personnel should be obedient, loyal, honest etc. and the personnel are required to be replaced or changed as and when required by NSC.

ii) No personnel so engaged by the Contractor will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority. The personnel should not suppress any valid information pertaining to the NSC administration and he/she should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature.

49. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

AGREEMENT

THIS AGREEMENT is executed at New Delhi on 01 st February 2008 BETWEEN the National Seeds Corporation Ltd., a company registered under Companies Act 1956 and having its Regd.Office at New Delhi (who and whose successors and assignees are hereinafter called the NSC) of the ONE PART and M/s _____ who and whose legal representatives are hereinafter called Security Contractor of the OTHER PART on the date mentioned under the signature of the Authorized signatory signing on behalf of the Regd.Office of the company at Hyderabad.

WHEREAS, the NSC has given the annual security contract at NSC, _____ as per order No. _____ dated _____ and whereas M/s _____ (Security Contractor) has accepted the same.

National Seeds Corporation Ltd., _____ will provide ___ Nos. of Security Guards @ Rs. _____ per month per security guard inclusive of EPF, ESI, and other statutory payments.

NOW THIS AGREEMENT WITNESSETH:

1. The security contract is for one year and likely to be renewed for further period on mutual agreement of Contractor and NSC.
2. Watch and ward personnel should be deployed in three shifts, round the clock, so that each one of the Security Guards will perform 8 hrs. duty in a day, 6 days in a week and 7 th day being the weekly rest day. The duties in respect of the personnel on rest, on his rest/ off day, will be compensated through the relievers to be provided by the Security Service Contractor at his cost. The agreed rate (service charges) of Rs. _____ shall include payment as per Minimum Wages Act. The ESI, EPF and other incidentals as per provisions of concerned Acts should be remitted regularly by the Security Contractor to the concerned Authorities under intimation to NSC. NSC will not pay any extra for remitting the same as above.
3. The Security Contractor is a Regd.Agency, registered with Registrar of Firms, A.P., Hyderabad bearing Regn. No. _____ dated _____ ESI Code No. _____ allotted by the Regional Director, ESI, Hill Fort Road, Hyderabad 500 063 and EPF Code No. _____ allotted by Asst. Provident Fund Commissioner, Officer-in-charge, Sub-Regional Office, Cuddapah and PAN No. _____ allotted by Income Tax PAN Services Unit, Navi Mumbai and Service Tax Regn.No. _____ allotted by Customs & Central Excise,(Service Tax Cell) _____ Division on _____
4. Income tax deductions will be made on payment to the security authorities as per rules.
5.
 - i) The Security Contractor shall be responsible for theft, pilferage and any kind of loss of proper to the NSC. The loss has to be made good by the Contractor within 48 Hrs, failing which the same will be recovered from the Security deposit or from other sources available.
 - ii) During the period of security services contract by the security contractor if found totally unsatisfactory and deviating the terms & conditions stated above, Competent authority has full right to terminate the contract agreement without giving any prior notice and forfeiting the security deposit.
6. Compliance with all statutory requirements as per Labour Laws and the Payment of Minimum Wages Act in force shall be the sole responsibility of the Security Contractor. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
7. The Security Contractor has to dismiss or remove from the site of work, any person or persons, employed by the Security Contractor, who may be incompetent or for his/his her/their misconduct and Security Contractor shall forthwith comply with such requirements. The Security Contractor shall replace immediately any of its personnel, if they are unacceptable to the office

because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

8. The Security Contractor has to provide the Photo Identity Cards to the persons engaged by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Security Contractor.

9. The Security Contractor's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Security Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature. The Security Contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

10. The Security Contractor shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

11. The Security Contractor's person shall not claim any benefit/ compensation/ absorption/ regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. The said person of the Security Contractor, shall not claim any absorption. Undertaking from the persons to this effect will be submitted by the Security Contractor to NSC.

12. The person deployed shall not claim any Master & Servant relationship against NSC. The Security Contractor shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the NSC for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to NSC.

13. The Security Contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. The Security Contractor shall engage the necessary persons as required by NSC from time to time. The said persons, engaged by the Security Contractor shall be the workers of the Security Contractor and it shall be the duty of the Security Contractor to pay their salary/wages every month.

14. The transportation, food, medical and other statutory requirements in respect of each personnel of the Security Contractor will be the responsibility of the Security Contractor.

15. The Security Contractor will submit the bill in duplicate every month with the following documents:

- a. Copy of EPF/ESI challans and other statutory payments towards remittance of statutory dues with a Certified list of contributors against the challan with description of employees & employer contribution and administrative changes.
- b. ESI card of personnel provided to the NSC.
- c. EPF A/c.No. of personnel provided to the NSC.
- d. Certified copy of Wages Register.

16. The Security Contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office. The Security Contractor shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Security Contractor.

17. Payments to the Security Contractor would be strictly on certification by the Area Manager/ Competent Authority with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

19. The Security Contractor shall be contactable at all times and message sent by E -mail /Fax/Special Messenger from NSC to the Security Contractor shall be acknowledged immediately on receipt on the same day.

20. The Security Contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the personnel provided by the Contractor to NSC and the Area Manager, NSC, has reserved the right to call for such like records for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard.

21. Security Administration.

i) The security personnel will be under the direct supervision and control of Area Manager, NSC, They will obey all lawful instructions that may be given to them from time to time.

ii) Security Contractor shall provide Security personnel in uniform including shoe, caps, belts, whistle with Card and other items which are necessary for security staff. NSC will provide torches with batteries for night duties.

iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC.

Security Contractor shall arrange for following services.

iv) Regulating, checking, recording and reporting incoming and outgoing material to/from the factory side strictly as per Challan and Gate pass. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc should be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately..

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) The report of non-compliance of security services and procedures and their investigation shall be submitted to HO by Security Guard Agency.

viii) All the security personnel shall be trained in the fire fighting so that they can put off small fires/ attend to accidents within their ability.

The contract is liable for termination at any time by one month notice in writing by either side.

In the event of any difference or of a dispute arising out or in connection with Agreement entered into the contractor shall be referred to the jurisdiction of Sole Arbitrator to be nominated by the Chairman-cum-Managing Director of National Seeds Corporation Ltd. 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 connected with either NSC or the Government of India or any other Government Undertakings. The Arbitrator so appointed shall have the powers to decide and determine its own procedure and shall make an award within such time as may be possible in the circumstances of the case.

In witness whereof, the parties have set their hand on the 01.02.2008.

Signature of the Authorised
Representative of M/s _____,
_____.

Signature of Authorized Signatory
(Regional Manager,NSC,Secunderabad)
For and on behalf of National Seeds
Corporation Ltd.(A Govt.of India Undertaking)
Beej Bhavan, Pusa Complex,New Delhi

Witnesses:

1. _____

2. _____

Witnesses:

1. _____

2. _____

AGREEMENT

(For processing and packing of different varieties of seeds for labour contract at CSS & VPC(South) NSC Lalaguda, Secunderabad)

AGREEMENT MADE on this day 20th January 2007 between the National Seeds Corporation Ltd., (A Govt. of India Undertaking) incorporated under Companies Act 1956 and having its registered office at New Delhi (who and whose successors and assigns are hereinafter called the NSC) of the ONE PART and M/s. Thrupthi Enterprises, No.33, III-Floor, 1 Main Road, Mahalakshmi Lay out, Bangalore 560 096 (hereinafter called Contractor which expression shall unless executed by or repugnant to the context be deemed to include its successor and assigns) of the other part.

WHEREAS the NSC had invited tender on 13.9.2006 for appointment of labour contractor and the rates offered by the tenderer (negotiated rates letter dated 19.1.2007 have been agreed to by the NSC Ltd.,

NOW THIS AGREEMENT WITNESSETH

1. That the terms & conditions as incorporated in the tender form and copy of work order / acceptance letter dated 19.1.2007 issued under file No. 6(2)/Admn./NSC-HYD/06-07/ attached to this agreement shall form part of the agreement and be binding on the parties and their relationship shall be governed by the same.
2. All the payments payable or claimable under this agreement shall be paid and claimed at Regional Office, Secunderabad through Area Office. Neither of the parties shall be entitled to pay / claim the payment of the amount due at any place other than Secunderabad, though the same be paid or accepted at any other place with the mutual consent of the parties in each case of payment.
3. Notwithstanding the place where this agreement is to be implemented, it is mutually understood and agreed by and between the 'parties hereto that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and the court of law in Delhi alone shall have the jurisdiction to adjudicate thereon.
4. That the agreement will be inforce for one year from 22.1.2007 to 21.1.2008 and this agreement is renewable for such further period and such terms & conditions as may be mutually agreed to by both the parties.

IN WITNESS WHERE OF THE parties have set their hands on dated 20th January 2007.

Signature of
the Contractor.

Signatures of Area Manager/
Regional Manager for and on behalf
of National Seeds Corporation Ltd.,

WITNESS:

1. Signature:
Name
Address:

1. Signature :
Name.
Address:

2. Signature:
Name
Address

2. Signature:
Name
Address

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

TENDER FORM FOR NSC LTD. INDUSTRIAL ESTATE KURNOOL

Sealed tenders superscribed '**TENDER FOR APPOINTMENT OF PACKING WORK CONTRACTOR**' are invited on the prescribed tender form from reputed, recognized, licence holder, Labour Contractors Registered with Labour Deptt. A.P. and having Minimum 20 Labourers under their control and having requisite experience in executing workers with Govt. Deptt. / Semi Government and for attending to the items of work as indicated in Annexure "A" of enclosed tender form on Terms and Conditions below mentioned so as to be received in the office of the National Seeds Corporation Ltd., Industrial Estate, Kurnool by **23.1.09 up to 3.00 PM**. The tender receive will be opened on **23.1.09 at 3.30 PM** in the office of this Corporation at Industrial Estate, Kurnool in the presence of the tenderers or their authorized representatives, if any. Tender received after prescribed time of receipt and tenders not accompanied by earnest money deposit shall not be considered.

' TERMS AND CONDITIONS'

9. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF WORK CONTRACTOR AT NSC LTD. INDUSTRIAL ESTATE, KURNOOL The tenderers must fill in their 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.
10. Payment made/credit accorded to the work contractor by NSC from time to time under the contract to be 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 and the rules made there under.
11. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will under any circumstances, not be considered after opening of tenders.
12. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made subject to rates variation are liable to be passed over.
13. **EARNEST MONEY:**
Tenderers are required to deposit Rs. 10000.00 (Rupees Ten Thousand only) as Earnest Money with the Corporation in the following manners:

By means attaching a demand draft drawn on SBI group of bank or any nationalized Bank payable at Industrial Estate, Kurnool in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted: Successful Tenderer should deposit security deposit of Rs. 30,000/- . Amount of EMD deposited can be adjusted towards security deposit at the time of entering in to the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period provided there are no outstanding dues on any account against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In case of un-successful tenderers, EMD will be refunded without any interest within the reasonable time.

14. The contractor shall undertake the responsibility for providing adequate labourers and finishing the work well in time as is 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 to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.
15. NSC will not guarantee the minimum or maximum work load.
16. All the work shall be attended on "to be billed," basis and the payment will be made by Area Office, Industrial Estate, Kurnool, after the receipt of bill, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Labour contractor is required to submit printed serially

numbered bills indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed.

17. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payment will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of labourers provided by the Contractor the cost thereof at the prevailing sale rates of the Corporation shall become recoverable from the contractor put up his bills.
18. The contractor shall provide necessary labour immediately, on demand given by NSC to the contractor, even on the telephone or otherwise. In the event failure of the contractor to provide the desired labourers, it will open to NSC to arrange labourers at the cost of contractor and in the event of NSC being obliged to pay to such labourers, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by the NSC and the same will deductible from the bills of the Contractor. The Labourers so 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.
19. All the formalities regarding statutory payment and contribution on account of EPF/ESI on behalf of the labourers provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor every month for verification, based on the satisfactory returns only the monthly payments action will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the principal employer, on behalf of Contractor concerned, 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.
20. The contractor is required to maintain full requisite records as per by-laws/statutory provisions such as attendance Reports and wages disbursement register in respect of labourers provided by the Contractor to NSC and the Area Manager, NSC, Industrial Estate, Kurnool has reserved the right to call for such like record for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd.
21. The tenders not confirming to the prescribed terms and condition or conditional tender shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.
22. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.
23. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons, whatsoever, and Area Manager, NSC, Kurnool reserves the right to reject any or all, or to accept any or part of the offer made

and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Industrial Estate, Kurnool in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

24. The tenders received from the contractors black listed by NSC or any other/ Government Department, shall not be considered.
25. Original registered Labour Licence for minimum 20 Labours, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC.
26. The cost of tender form is Rs. 100/- per set (not refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. The sale of tender form shall be closed on 23.01.09 at 3 P.M. and no tender can be sold after this date / time. The tender form shall be available for sale at Area Office, Industrial Estate, Kurnool on all working days from 9.30 to 5.30 P.M.
27. The agreement entered in to with the Contractor shall be valid up to final packing and the same can be renewed with the mutual written consent of the parties every year. However, in case, if failure on the part of contractor, to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Industrial Estate, Kurnool, reserves the right to terminate the contract at any time.
28. In the event of any differences or dispute arising out or in connection with agreement entered in to the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.
29. The parties hereby agree that in the event of any disputes, no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
30. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the Courts at New Delhi alone will have jurisdiction to try and legal proceeding which other court.
31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed proforma.
32. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules will be taken.
33. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
34. Grading / processing the stock, including treatment of seed as per NSC norms, writing of lot number etc., 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 under **DIRECT PACKING** cleaning of Plant/Machinery after completion of every lot/crop/variety.

(All certification & Packing material to be provided by NSC)

35. Grading / Processing the stock, seed grading, bulk packing & stacking, treating cloth bag standard packing, filling in gunny bags and stacking, sundrying of seeds, labeling/tagging and stacking. Packing after seed treatment and stitching the graded seed after weighing in standard packing as per NSC's instruction in bags (Gunny bags and sutili/ Thread to be provided by NSC) cleanness of Plant and Machinery after completion grading/packing of lot under **INDIRECT PACKING after getting the QCL/STL results.**
36. Segregation of Gunny bags and to make bundles of 50 bags and stacking thereof in countable position in the stores within the Plant Premises.
37. Weighing and Packing of under-size seed in Gunny bags and stacking.
30. Income Tax will be deducted at source as per rules.

(B.RAMESH)
Regional Manager

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAWAN
PUSA COMPLEX
NEW DELHI

Area Manager.
National Seeds Corpn. Ltd.,
Madikonda, Warangal.

TENDER FORM FOR NSC LTD. MADIKONDA, WARANGAL

Sealed tenders, superscribed '**TENDER FOR ENGAGEMENT OF ONE JUNIOR ASSISTANT ON CONTRACT FOR THE YEAR 2009-2010**', are invited on the prescribed tender form from reputed, recognized, licence holder, Manpower service provider/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 10 Labourers under their control, having requisite experience in providing man power with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Madikonda, Warangal by _____ .09 up to 3.00 PM. The tenders received will be opened on _____ .09 at 3.30 PM in the office of this Corporation at Madikonda, Warangal in the presence of the tenderers or their authorized representatives, if any. Tenders received, after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is '**TENDER FOR ENGAGEMENT OF ONE JUNIOR ASSISTANT ON CONTRACT FOR THE YEAR 2009-2010**'. The tenderers must fill-in their 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.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be 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 and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 1000.00 (Rupees One Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Madikonda, Warangal, in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 5,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of un-successful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. Compliance with all statutory requirements as per Labour Laws and the Payment of Minimum Wages Act in force shall be the sole responsibility of the service providing agency. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
7. The service provider shall have to indicate their Provident Fund and ESI numbers in the Tender Form and furnish attested photocopies in proof thereof; this is a mandatory requirement.
8. The service provider shall indicate their Registration Number; Permanent Account Number; Service Tax Number in the Tender Form and provide attested copies thereof as mandatory requirements. Tenders received without these statutory documents shall be summarily rejected.
9. The service provider has to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/his her/their misconduct and service provider shall forthwith comply with such requirements.
10. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
11. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
12. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the service provider.
13. The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
14. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
15. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.
16. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
17. The person deployed shall not claim any Master & Servant relationship against this office.
18. The service provider shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
19. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
20. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master & Servant relationship between the employees of the service provider and the said person of the service provider shall not claim any absorption.

21. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

22. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to NSC.

23. Working hours would be normally 8 1/2 hours per day including half an hour lunch break between 10.00 A.M. to 5.30 P.M. working days (Six day week- i.e. Monday to Saturday). Actual amount per hour would be calculated for the personnel deployed on duty. The personnel may be called on, Sunday and other gazette holidays, if required. They may be paid extra as per the rates approved by the office.

24. The service provider will submit the bill in duplicate every month with the following documents:

- a. Copy of EPF/ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with description of employees & employer contribution and administrative changes.
- b. ESI card of personnel provided to the NSC.
- c. EPF A/c.No. of personnel provided to the NSC.
- d. Certified copy of Wages Register.

25. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

26. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

27. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

28. The service provider shall be contactable at all times and message sent by E - mail/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.

29. The agency should be registered with the concerned Govt. Authorities, and a copy of the registration may be submitted.

30. The Agency should submit its PAN and Sales Tax registration Number.

31. He will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit 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.

32. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of the person 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. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay his/her wages every month.

33. All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the personnel provided by the contractor to NSC shall also be the sole

responsibility of the contractor. In case of failure, the Corporation shall make such like obligatory payments, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

34. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the personnel provided by the Contractor to NSC and the Area Manager, NSC, Madikonda, Warangal, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

35. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible, Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee/ and or by the competent/ approving authority.

36. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers 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 as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.

37. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Area Manager, NSC, Warangal reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the AM, NSC, Madikonda, Warangal in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.

38. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.

39. Copies of the registered Labour Licence, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.

40. The cost of tender form is Rs. 100/- per set (non refundable) and tender form shall be issued on payment of Rs. 100/- by cash only. **The sale of tender form shall be closed on _____ .09 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Madikonda, Warangal, on all working days from 9.30 to 5.30 P.M.**

41. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Area Manager, NSC, Madikonda, Warangal reserves the right to terminate the contract at any time.

42. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be

nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.

44. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.

45. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.

46. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

47. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.

48 Administration:

i) The personnel engaged by the Contractor will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The personnel should be obedient, loyal, honest etc. and the personnel are required to be replaced or changed as and when required by NSC.

ii) No personnel so engaged by the Contractor will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority. The personnel should not suppress any valid information pertaining to the NSC administration and he/she should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all that information which are confidential/ secret in nature.

49. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(B.RAMESH)
Regional Manager

AGREEMENT

THIS AGREEMENT is executed at New Delhi on _____ February 2008 BETWEEN the National Seeds Corporation Ltd., a company registered under Companies Act 1956 and having its Regd. Office at New Delhi (who and whose successors and assignees are hereinafter called the NSC) of the ONE PART and M/s _____ who and whose legal representatives are hereinafter called Security Contractor of the OTHER PART on the date mentioned under the signature of the Authorized signatory signing on behalf of the Regd. Office of the company at Hyderabad.

WHEREAS, the NSC has invited tender for appointment of security Contractor and has given the annual security contract at NSC, _____ as per order No. _____ dated _____ and whereas M/s _____ (Security Contractor) has accepted the same and the rates offered by the Security Contractor has been agreed to by the NSC Ltd.

NOW THIS AGREEMENT WITNESSETH:

1. That the terms & Conditions as incorporated in the tender form and the copy of the work order, issued under file No. 6(2)/ Labour _____ dt. _____ shall form part of this agreement and be binding on the parties and their relationship shall be governed by the same. The security contract agreement will be in force for one year from _____ to _____ and this agreement is likely to be renewed for further period and such terms and conditions as may be agreed to by both the parties.
2. The Security Contractor, will provide __ Nos. of Security Guards @ Rs. _____ per month per security guard, inclusive of EPF, ESI, and all other statutory payments etc. Watch and ward personnel should be deployed in three shifts, round the clock, so that each one of the Security Guards will perform 8 hrs. duty in a day, 6 days in a week and 7 th day being the weekly rest day. The duties in respect of the personnel on rest, on his rest/ off day, will be compensated through the relievers to be provided by the Security Service Contractor at his cost. The agreed rate (service charges) of Rs. _____ shall include payment as per Minimum Wages Act. The ESI, EPF and other statutory payments as per provisions of concerned Acts which should be remitted regularly by the Security Contractor to the concerned Authorities under intimation to NSC. NSC will not pay any extra for remitting the same as above.
3. The Security Contractor is a Regd. Agency, registered with Registrar of Firms, A.P., Hyderabad bearing Regn. No. _____ dated _____ ESI Code No. _____ allotted by the Regional Director, ESI, Hill Fort Road, Hyderabad 500 063 and EPF Code No. _____ allotted by Asst. Provident Fund Commissioner, Officer-in-charge, Sub-Regional Office, Cuddapah and PAN No. _____ allotted by Income Tax PAN Services Unit, Navi Mumbai and Service Tax Regn.No. _____ allotted by Customs & Central Excise,(Service Tax Cell) _____ Division on _____
4. Income tax deductions will be made on payment to the security authorities as per rules.
5.
 - i) The Security Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss has to be made good by the Contractor within 48 Hrs, failing which the same will be recovered from the Security deposit or from other sources available.
 - ii) During the period of security services contract by the security contractor, if found totally unsatisfactory and deviating the terms & conditions stated above, Competent authority has full right to terminate the contract agreement without giving any prior notice and forfeiting the security deposit.
6. Compliance with all statutory requirements as per Labour Laws and the Payment of Minimum Wages Act in force shall be the sole responsibility of the Security Contractor. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

7. The Security Contractor has to dismiss or remove from the site of work, any person or persons, employed by the Security Contractor, who may be incompetent or for his/his her/their misconduct and Security Contractor shall forthwith comply with such requirements. The Security Contractor shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

8. The Security Contractor has to provide the Photo Identity Cards to the persons engaged by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Security Contractor.

9. The Security Contractor's personnel engaged/working, should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The Security Contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The Security Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature. The Security Contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

10. The Security Contractor shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

11. The Security Contractor's person shall not claim any benefit/ compensation/ absorption/ regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. The said person of the Security Contractor, shall not claim any absorption. Undertaking from the persons to this effect will be submitted by the Security Contractor to NSC.

12. The person deployed shall not claim any Master & Servant relationship against NSC. The Security Contractor shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the NSC for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the security contractor before their deployment and a certificate to this effect should be submitted to the NSC.

13. The said persons, engaged by the Security Contractor shall be the workers of the Security Contractor and it shall be the duty of the Security Contractor to pay their salary/wages, every month.

14. The transportation, food, medical and other statutory requirements in respect of each personnel of the Security Contractor will be the responsibility of the Security Contractor.

15. The Security Contractor will submit the bill in duplicate every month with the following documents:

- a. Copy of EPF/ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with description of employees & employer contribution and administrative charges.
- b. ESI card of personnel provided to the NSC.
- c. EPF A/c.No. of personnel provided to the NSC.
- d. Certified copy of Wages Register.

16. The Security Contractor will provide the required personnel for a shorter period also, in case of any exigencies, as per the requirement of the office. The Security Contractor shall provide a substitute well in advance, if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Security Contractor.

17. Payments to the Security Contractor would be strictly on certification by the Area Manager/ Competent Authority with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

18. All the payments payable or claimable under this agreement shall be paid and claimed at Regional Office, Secunderabad, through Area Office. Neither of the parties shall be entitled to pay/ claim the payment of the amount due at any place other than Secunderabad, though the same be paid or accepted at any other place with the mutual consent of the parties in each case of payment.

19. The Security Contractor shall be contactable at all times and message sent by E -mail /Fax/ Special Messenger from NSC to the Security Contractor shall be acknowledged immediately on receipt on the same day.

20. The Security Contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the personnel provided by the Contractor to NSC and the Area Manager, NSC, has reserved the right to call for such like records for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard.

21. Security Administration.

i) The security personnel will be under the direct supervision and control of Area Manager, NSC, _____. They will obey all lawful instructions that may be given to them from time to time.

ii) Security Contractor shall provide Security personnel uniform including shoes, caps, belts, whistle with Cord and other items which are necessary for security staff. NSC will provide torches with batteries for night duties.

iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC.

Security Contractor shall arrange for following services.

iv) Regulating, checking, recording and reporting incoming and outgoing material to/from the factory side strictly as per Challan and Gate pass. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.

v) All the employees/visitors etc should be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately..

vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.

vii) The report of non-compliance of security services and procedures and their investigation shall be submitted to HO by Security Guard Agency.

viii) All the security personnel shall be trained in the fire fighting so that they can put off small fires/ attend to accidents within their ability.

22) The contract is liable for termination at any time by one month notice in writing by either side. That the terms & conditions as incorporated in the tender form and copy of

work order/acceptance letter dated _____ issued under file No. _____ shall form part of the agreement and be binding on the parties and their relationship shall be governed by the same.

23) Notwithstanding the place where this agreement is to be implemented, it is mutually understood and agreed by and between the parties hereto that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and the court of law in Delhi along shall be have the jurisdiction to adjudicate thereon.

24) In the event of any difference or of a dispute arising out or in connection with Agreement entered into, shall be referred to the jurisdiction of Sole Arbitrator to be nominated by the Chairman-cum-Managing Director of National Seeds Corporation Ltd. 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 connected with either NSC or the Government of India or any other Government Undertakings. The Arbitrator so appointed shall have the powers to decide and determine its own procedure and shall make an award within such time as may be possible in the circumstances of the case.

In witness whereof, the parties have set their hand on the dated _____ of Feb, 2009.

Signature of the Authorised
Representative of M/s _____,
_____.

Signature of Authorized Signatory
(Regional Manager,NSC,Secunderabad)
For and on behalf of National Seeds
Corporation Ltd.(A Govt.of India Undertaking)
Beej Bhavan, Pusa Complex,New Delhi

Witnesses:

1. _____

2. _____

Witnesses:

1. _____

2. _____

AGREEMENT

THIS AGREEMENT is executed at New Delhi on _____ February 2008 BETWEEN the National Seeds Corporation Ltd., a company registered under Companies Act 1956 and having its Regd. Office at New Delhi (who and whose legal representatives and assignees are hereinafter called the NSC) on the ONE PART and M/s _____ who and whose legal representatives are hereinafter called Labour Contractor on the OTHER PART on the date mentioned under the signature of the Authorized signatory signing on behalf of the Regional Office of the company at Hyderabad.

WHEREAS, the NSC has invited tender for appointment of Labour Contractor for engagement of junior assistant and has given the annual contract at NSC, Madikonda, Warangal, as per order No. _____ dated _____ and whereas M/s _____ (Labour Contractor) has accepted the same and the rates offered by the Labour Contractor has been agreed to by the NSC Ltd.

NOW THIS AGREEMENT WITNESSETH:

1. That the terms & Conditions as incorporated in the tender form and the copy of the work order, issued under file No. 6(2)/ Labour _____ dt. _____ shall form part of this agreement and be binding on the parties and their relationship shall be governed by the same. The Labour contract agreement will be in force for one year from _____ to _____ and this agreement is likely to be renewed for further period and such terms and conditions as may be agreed to by both the parties.

2. The Labour Contractor, will provide ___ No of Labour @ Rs. _____ per month per person, inclusive of EPF, ESI, service tax etc. The personnel should be deployed in general shift, will perform 8 hrs. duty in a day, 6 days in a week and 7 th day being the weekly rest day. The agreed rate (service charges) of Rs. _____ shall include payment as per Minimum Wages Act, ESI, EPF, Service Charge and other statutory payments as per provisions of concerned Acts and the same should be remitted regularly by the Contractor to the concerned Authorities under intimation to NSC. NSC will not pay any extra for remitting the same as above.

3. The Labour Contractor is a Regd. Agency, registered with Registrar of Firms, A.P., Hyderabad bearing Regn. No. _____ dated _____ ESI Code No. _____ allotted by the Regional Director, ESI, Hill Fort Road, Hyderabad 500 063 and EPF Code No. _____ allotted by Asst. Provident Fund Commissioner, Officer-in-charge, Sub-Regional Office, Cuddapah and PAN No. _____ allotted by Income Tax PAN Services Unit, Navi Mumbai and Service Tax Regn.No. _____ allotted by Customs & Central Excise, (Service Tax Cell) _____ Division on _____

4. Income tax deductions will be made on payment to the security authorities as per rules.

5. i) The Contractor shall be responsible for any kind of loss of property to the NSC. The loss has to be made good by the Contractor within 48 Hrs, failing which the same will be recovered from the Security deposit or from other sources available.

ii) During the period of contract by the contractor, if found totally unsatisfactory and deviating the terms & conditions stated above, the Competent authority has full right to terminate the contract agreement without giving any prior notice and forfeiting the security deposit.

6. Compliance with all statutory requirements as per Labour Laws and the Payment of Minimum Wages Act in force shall be the sole responsibility of the Contractor. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.

7. The Contractor has to dismiss or remove from the site of work, any person or persons, employed by the Contractor, who may be incompetent or for his/his her/their misconduct and Contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk,

incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

8. The Contractor has to provide the Photo Identity Cards to the persons engaged by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Contractor.

9. The Contractor's personnel engaged/working, should be polite, cordial, positive and efficient, while handling the assigned work and his / her actions shall promote goodwill and enhance the image of this office. The Contractor shall be responsible for any act of indiscipline on the part of person deployed by him. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential/secret nature. The Contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

10. The Contractor shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

11. The Contractor's person shall not claim any benefit/ compensation/ absorption/ regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. The said person of the Security Contractor, shall not claim any absorption. Undertaking from the persons to this effect will be submitted by the Security Contractor to NSC.

12. The person deployed shall not claim any Master & Servant relationship against NSC. The Contractor shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the NSC for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the security Contractor before their deployment and a certificate to this effect should be submitted to the NSC.

13. The transportation, food, medical and other statutory requirements in respect of the personnel of the Contractor will be the responsibility of the Contractor.

14. The Contractor will submit the bill in duplicate every month with the following documents:

- a. Copy of EPF/ESI challans towards remittance of statutory dues with a certified list of contributors against the challan with description of employees & employer contribution and administrative changes.
- b. ESI card of personnel provided to the NSC.
- c. EPF A/c.No. of personnel provided to the NSC.
- d. Certified copy of Wages Register.

15. The Contractor shall provide a substitute well in advance, if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Contractor.

16. Payments to the Contractor would be strictly on certification by the Area Manager/ Competent Authority with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

17. All the payments payable or claimable under this agreement shall be paid and claimed at Regional Office, Secunderabad, through Area Office. Neither of the parties shall be entitled to pay/ claim the payment of the amount due at any place other than Secunderabad, though the same be paid or accepted at any other place with the mutual consent of the parties in each case of payment.

18. The Contractor shall be contactable at all times and message sent by E -mail /Fax/ Special Messenger from NSC to the Contractor shall be acknowledged immediately on receipt on the same day.

19. The Contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the personnel provided by the Contractor to NSC and the Area Manager, NSC, has reserved the right to call for such like records for inspection by only the nominated officer by the AM and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard.

20. Administration.

i) The personnel will be under the direct supervision and control of the Area Manager, NSC, _____. He/ She will obey all lawful instructions that may be given to him/her from time to time.

ii) The person so engaged by the Contractor will complete all works related to the Production Section, as assigned by the Area Manager, NSC, Warangal from time to time including the maintenance of Production related records, certification works, Preparation of procurement bills & other related documents, maintenance of seed directory & processing register, assisting in preparation of dispatch of various correspondences pertaining to the Area Office etc.

iii) The person so engaged by the Contractor shall assist in regulating, checking, recording and reporting incoming and outgoing material to/from the factory side strictly as per Challan and Gate pass.

21) The contract is liable for termination at any time by one month notice in writing by either side.

22) Notwithstanding the place where this agreement is to be implemented, it is mutually understood and agreed by and between the parties hereto that this contract shall be deemed to have been entered into by the parties concerned at New Delhi and the court of law in Delhi along shall be have the jurisdiction to adjudicate thereon.

23) In the event of any difference or of a dispute arising out or in connection with Agreement entered into, shall be referred to the jurisdiction of Sole Arbitrator to be nominated by the Chairman-cum-Managing Director of National Seeds Corporation Ltd. 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 connected with either NSC or the Government of India or any other Government Undertakings. The Arbitrator so appointed shall have the powers to decide and determine its own procedure and shall make an award within such time as may be possible in the circumstances of the case.

In witness whereof, the parties have set their hand on the dated ____ of Feb, 2009.

Signature of the Authorised
Representative of M/s _____,
_____.

Signature of Authorized Signatory
(Regional Manager, NSC, Secunderabad)
For and on behalf of National Seeds
Corporation Ltd. (A Govt. of India Undertaking)
Beej Bhavan, Pusa Complex, New Delhi

Witnesses:

1. _____

2. _____

Witnesses:

1. _____

2. _____