

राष्ट्रीय बीज निगम लिमिटेड
(भारत सरकार का उपक्रम)
681-690, मार्केट यार्ड, गुलटेकड़ी,
पुणे - 411 037

दूरभाष संख्या : 020-24264587, फेक्स : 020-24272584, मेल :

rm.nscpune@gmail.com

स.प्रशा/सेवा प्रदाता)रा.बी.नि.लि.-पुणे/2019-20

दिनांक : 15.01.2020

सेवा प्रदाताओं से डाटा एंट्री ऑपरेटर संबन्धित स्टाफ उपलब्ध करने हेतु निविदा आमंत्रण सूचना

राष्ट्रीय बीज निगम लिमिटेड, पुणे क्षेत्र के अंतर्गत आनेवाली विभिन्न उप-इकाईयों पर डाटा एंट्री ऑपरेटर संबन्धित स्टाफ उपलब्ध करने हेतु प्रतिष्ठित और अनुभवी जनशक्ति सेवा प्रदाताओं से मुहरबंद निविदा आमंत्रित करती है। निविदा फार्म, नियम एवं शर्तें एन. एस. सी. की वेबसाइट www.indiaseeds.com से डाउनलोड किया जा सकता है।

(डॉ. विजय कराहणे)
क्षेत्रीय प्रबन्धक
एन. एस. सी., पुणे

NATIONAL SEEDS CORPORATION LIMITED
(A Govt of India Undertaking-Miniratna company)
Beej Bhavan, Market Yard, Gultekdi
Pune-411037

**TERMS AND CONDITIONS FOR OBTAINING OUTSOURCE STAFF AT THE
VARIOUS AREA OFFICE LOCATED IN
MARASHTRA UNDER PUNE REGION**

1. The tenderers should thoroughly go through the terms & conditions before submitting their tender.
2. Sealed tender to be submitted in the prescribed format, separately for Technical & Commercial bid with envelopes super scribed as “**Technical bid**” and “**Financial bid**” respectively over envelope and both the sealed bids should further be sealed in another envelope super scribed as “**Contract for Providing (DEO) Clerical Staff**”.
3. Rate of service charge are to be quoted in “**Rupees per Data Entry Operator**” only by the Service provider on the sheet attached for Financial Bid for providing the Data Entry Operator on Monthly basis according to the existing Minimum (Central) wages. Service charges quoted in %age will not be accepted and considered in the tender.
4. Tenders received after prescribed date and time shall not be accepted.
5. The Security Deposit of the parties which is already lying in this office will not be adjusted against this tender and the tenderers will have to submit the fresh EMD.
6. Tenders in sealed envelope will be accepted at National Seeds Corporation Ltd., 681-690, Beej Bhawan, Market Yard, Gultekdi, Pune-411 037 on **05.02.2020** till 13.30 hrs. Technical bid will be opened on the same day at 1430 hours and financial bid of the technically qualified tenders will be opened thereafter. The decision of the Competent Authority will be communicated on to successful tenderer either telephonically / in writing within a period of 60 days.
7. In confirmation of acceptance of the Tender terms and conditions, the tenderer is required to sign on all the pages of the tender documents with seal and submit the same along with the Technical bid.
8. Conditional & incomplete tender shall not be accepted.
9. Tenders downloaded from website are accompanied with the undertaking given by the tenderer that he has not made any alteration / change in the downloaded terms & conditions. If any alteration / change is found in the terms & conditions during the process of Tender / during the period of the contract (if awarded any) will be out rightly cancelled without giving any notice.

10. Tenderers should submit a current original (issued after 15.01.2020) Affidavit duly Notarized that their firm has neither been BLACK LISTED by any Government / Other Agencies nor having any relation / co-relation directly or indirectly with the employees of NSC.
11. The Cost of the tender form is **Rs. 1180/- (including 18% GST)** (Non-refundable). Tender form can be purchased from the above mentioned address by paying **Rs. 1180/-** (One Hundred One Hundred Eighty Only) in cash on any working day from 15.01.2020 to 05.02.2020 between 1000 hrs to 1700 hrs (on 05.02.2020 upto 13.00 hours) and the same can also be downloaded from the NSC website i.e. www.indiaseeds.com. Tender form downloaded from NSC website must be accompanied with a **DD** of **Rs. 1180/-** (One Hundred One Hundred Eighty Only) drawn in **favour of National Seeds Corporation Ltd. Pune or can also be transferred to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune.** The decision of the Committee in the matter will be binding to all the tenderers.
12. The Tenderer shall submit **Rs. 10,000/- (Rs. Ten Thousand only)** towards **Earnest Money Deposit** at the time of submitting the tender. The payment of EMD shall be made by **Demand Draft drawn in favour National Seeds Corporation Ltd. Pune or can also be transferred to NSC SBI Account No.32919549520 IFSC Code SBIN0006117 Branch Market Yard, Pune. Tender without** having the **EMD of Rs. 10000/- (Rs. Ten Thousand only) will summarily be rejected.** Upon **acceptance of the tender by NSC**, tenderer shall also remit **Rs. 15000/- (Rs. Fifteen Thousand Only)** towards **Security Deposit**. These deposits will not earn any interest. The decision of the Committee in this matter will be binding to all the tenderers. The EMD will be converted into Security deposit in respect of successful tenderer. NSC reserves the right to forfeit the security deposit in the event of failure of the Security provider to comply with the terms of contract. Whenever the Security Deposit fall short of the stipulated amount, the contractor shall make good the deficit, so that the deposit at any point time remains intact at Rs. 25000/ (Rs. Twenty Five Thousand Only). The Security Deposit or such part there of not been forfeited or adjusted will be refunded to the Service Provider only on expiry of the contract and on satisfactory completion of the work under the agreement. EMD shall be accepted from the participating firm only.

EMD of THE unsuccessful tenderers, will be refunded without any interest within the reasonable time on the receipt of the request letter from them.
13. The employees of NSC members of their family or their relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of the facts comes to the light later on this regard, strict action will be taken against the defaulting NSC officials as per conduct rules.
14. The Corporation shall not be bound to accept the lowest tender. The decision of the Regional Manager NSC Pune in the matter shall be final and binding in all respects and the same cannot be challenged by any of the tenderers.

15. The successful tenderers shall be intimated by the letter or other means of communication. The tenderers so informed shall be bound from the time of successful tender, but it will serve as merely confirmation of the initial intimation and shall be effective from the date it is bound by the Contract. The successful tenderer is required to enter into an agreement on Non-judicial stamp paper of Rs. 500/ as per the agreed terms & conditions of NIT. The cost of Non-judicial stamp paper of Rs. 500/ is required to be borne by the contractor.
16. That the Service provider will provide Clerical Staff with having minimum qualification as mentioned below :-
- a) Clerical (Data Entry Operator)
 - i) 12th Pass to Graduate
 - ii) Language known Marathi, Hindi, English & knowledge of typing
 - iii) Experience: Fresh to One year
- The engagement term can be extended on the mutual understanding between the Contractor and NSC. Competency of the staff provided by the contractor will be checked by the concerned Area manager of the Sub-unit before accepting the candidate and the same will be communicated to the Regional Office along with name, requisite qualification and experience. The requirement of number of DEO / Clerical Staff are likely to be increase / decrease and contractor will not have any right to claim for the volume of work.
17. The contractor shall not be eligible for giving Sub-contract. The contractor should put PAN / GST Nos. of their bills. Monthly payment in respect of Outsourced staff will be made by Regional Office Pune, on receipt of the bill in duplicate submitted by the Contractor after expiry of the month. Outsourced Contractor is required to submit printed / computer generated serially numbered bills,. Attendance of all such outsourced staff is required to be get verified from the concerned Area Manager of sub unit. Only one bill, after expiry of the month is required to be submitted and no part payment during the month shall be allowed. The bill should be accompanied with the documents such as photocopy of the attendance register duly verified by Area Manager, Copy of Challan of EPF/ESI paid with the respective authorized Govt. Department by the contractor for the previous month, copy of Bank statement may also be provided by the contractor along with the bill. Each time the bills submitted by the Contractor has to be accompanied with a certificate (Format Annexure-A) confirming that the bill is being submitted after fulfilling all the statutory compliance as stated in para 18 of the Terms & conditions by the contractor.
18. It is the sole responsibility of the Contractor to pay the wages every month to the outsourced staff provided by him. Contractor should also take suitable insurance for the outsourced staff supplied. It is also the sole responsibility of the contractor to comply with all the formalities regarding statutory payment such as GST and Statutory contribution towards EPF and ESI on behalf of the Security men provided by him for the security of building premises and assets. He should also submit the copy of the payment made for GST return, EPF and ESI (for previous month) along

with the payment details of the outsourced staff so engaged. Based on such returns, action for releasing the monthly payments will be initiated. In the case of failure to comply with the said Statutory provisions, the Corporation shall make such like obligatory payments being the Principal employer, (on behalf of the Contractor concerned) with the authorized concerned and the same will be deducted from the bills due to be paid to the Contractors / from the Security Deposit. All such like payments are required to be borne/reimbursed by the contractor to NSC without any dispute

19. The contractor is required to maintain full requisite records as per by laws/statutory provision, such as attendance register, wages disbursement register etc in respect of the Staff provided by the him at the concerned Sub-unit. RO Pune reserves the right to call all such like records for inspection by the nominated officer of the AO / RO 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 action, 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.
20. The contractor shall comply with the provisions of the existing Minimum (Central) Wages. He will also ensure to comply with the concerned Legal Provisions under Contract Labors Act and all the points raised by the concerned inspector if any.
21. GST will be applicable as per rules.
22. The Outsource staff provided by the Contractor shall not claim any benefit/compensation/absorption/regularization of services with NSC under provision of Industrial Dispute Act, 1947 or Contract Labour Regulation Act 1970. Undertaking from the person to this effect will be required to be submitted by the contractor with NSC.
23. NSC does not guarantee the services of minimum / maximum number of staff.
24. The Contractor shall ensure deployment of suitable people after verification/inquiry through local police, collecting proof of identity like driving license, Bank Account detail and proof of residence, previous work experience and recent passport size photograph. The staff so provided by the service provider will comply with the instruction of the concerned Area Manager and do the assigned job. Time to time he will have to go on tour as per the instruction given by the Area Manager. During Tour period they will be paid with TA/DA apart from the monthly payment given by the Service Provider as per the approval of the Head Office from time to time. He will withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of information and suitable replacement to be provided as per the satisfaction of the concerned Area Manager.

25. The Service Provider will not submit the bill directly to the Regional Office, Pune for payment. He will submit the bill in respect of the Staff provided by him as per the letter of intimation / job order through the respective Area Managers. Area Manager of the concerned sub-unit will verify the bill for the satisfactory completion of the work and the number of day of staff was present in the office.
26. Service provider will submit the bill in the very next week of the completed month.
27. Micro and small Enterprises that are registered with NSIC under SPRS (Single point Registration Scheme) as specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with two years validity certificate as on date duly issued by NSIC are exempted for submitting the tender fee and earnest money deposit provided exemption for same have been indicated in the certificate.No other type of certificate is acceptable. The exemption and relaxation of tender fee and EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender. The firm has to submit a request letter for exemption of Tender cost & EMD. This facility will, however, will not be provided to those parties who are registered under the old registration scheme which were extended up to 30th June, 1981.
28. In case of any tie up in service charge for 2 or more than 2 parties than the decision of the Competent Authority will be final without assigning any reason thereof.

29. **ARBRITATION**

In the event of any dispute or difference arising out in connection with the agreement entered, its implementation or its satisfaction between NSC and the Contractor the same shall be referred to the jurisdiction of the sole arbitrator who may be nominated by the Chairman/Managing director of the National Seeds Corporation Ltd. It shall be competent for the Chairman or such other officer of NSC as aforesaid to act as the sole Arbitrator himself. The Contractor shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course of his duties has expressed views on all or any of the matter of dispute or difference. It is agreed between the parties that in the event of the Chairman or the Arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an Arbitrator, it shall be lawful for the Chairman, NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the Arbitrator and he shall continue the proceeding from the stage at which the same have been left by his predecessor. The venue and the cost of Arbitration shall be at the discretion of the Arbitrator, it is agreed by the parties that the Arbitrator may on the request of the parties and in the interest of justice and proper determination of the dispute extend the time for making award by an order in writing conveyed to the parties. In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered at New Delhi irrespective of the place of performance of the agreement.

- 30 Service charges mentioned by the lowest bidder should be workable i.e. should not be zero or impracticable.
31. In case it is observed that services of the contractor are not satisfactory, his services contract can be terminated at any time.
- 32 Agreement entered into with the contractor shall be valid for one year and same can be extended with the mutual consent and circumstances of the case.
- 33 Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.



Certificate

It is certified that during the month of, 20.. , we have engaged Nos. of Outsourced staff at for the Data Entry /work and the wages received from NSC have been paid as per the agreement and all the statutory payments regarding contribution on account of EPF / ESI etc. towards Data Entry Operator engaged by me during the previous month have been paid / fulfilled by me. In case any dispute in this regard is arises, in future, resulting amount can be deducted / recovered from my bill or Security deposit available with you.

Seal & signature of the contractor

Area Manager

TECHNICAL BID

TENDER FORM FOR OUTSOURCE STAFF AT THE VARIOUS AREA OFFICE UNDER PUNE REGION

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____

3. Registration under Shops & Estb Act
(Enclose copy of the registration) _____
4. Income Tax/PAN No
(Enclose copy) _____
5. EPF Registration
(Enclose copy) _____
6. ESI Registration
(Enclose copy) _____
7. Previous experience
(a) Govt experience certificate/
from having Reputed Private firms
8. Number, date and amount of Demand Draft
Enclosed as EMD _____
9. Authorization of competent authority to
Sign this Tender document _____
10. GST Registration _____
11. Certificate for EMD exemption along with request letter

Date:

Place : Name & Signature of the tenderer with official stamp

FINANCIAL BID

Format for submitting financial bid by Data Entry Operator Providing Agency

(To be submitted on letter head of firm / agency under signature & seal of the authorized signatory)

Regional Manager
National Seeds Corporation Ltd.

Pune

Sir,

Sub.: Tender from Providing Data Entry Operators

S. No.	Particulars	Amount (Rs.)to be paid
1	Remuneration per month (Subject to change in Minimum Wages of Central Govt. changes)	As per Existing Minimum (Central Govt. Wages)
2	Employer's Share EPF	
3	Employer's Share ESI	
4	Total cost against each security guard charged	
6	<ul style="list-style-type: none">Amount of monthly service charge in rupees only against each Security Guard to be provided (Excluding GST)	

- Service charges mentioned by lowest bidder should be workable. Should not be zero or impracticable.

Note : Firm / Agency should quote amount for providing every one security guard on monthly basis but the service charges should not be zero or impracticable or in %age. Lowest bidder will be taken for considerable to decide and no partial work order will be awarded for sub part of category. As far as possible single work order will be awarded.

The offer will be valid for 60 days from the last date of submission of this bid.

The offer is made taking into consideration and understanding all the terms and conditions stated in the Tender documents and agreeing to the same.

Place :

Date :

Signature & seal of authorized signatory

CHECK LIST FOR OUTSOURCE STAFF

1. Check that the tender is submitted in Two bid system. Separately for Technical and Financial Bid.
2. DD / Receipt (issued in favour of National Seeds Corporation Ltd payable at Pune) for Rs. 1180/-.
3. DD / Receipt for EMD (issued in favour of National Seeds Corporation Ltd. payable at Pune) of Rs.10,000/-.
4. Undertaking regarding Tender Form downloaded from Website as per clause-9 of NIT Term and Condition.
5. Current original Affidavit duly Notarized regarding Non- Blacklisted and other as per clause-10 of NIT Term and Condition.
6. Tender form is completely filled, duly signed with seal on all pages of terms & conditions and not conditional.
7. GST No. (copy attached)
8. EPF & ESI Nos. License
9. Income Tax Return (Form – 16)/ PAN No. (copy attached)
10. Registration of the firm under Shops and Establishment Act (copy attached).
11. If request for exemption of EMD / Tender Cost is submitted than only valid Certificate duly issued by NSIC must be submitted with technical bid. No other type of certificate is acceptable.
12. All the above documents from Sr. No. 1 to 11 are to be submitted in the Technical Bid only. If any of the documents mentioned above is submitted in the financial bid, the responsibility for any consequence lies with the tender party and the tender will be out rightly rejected.