



राष्ट्रीय बीज निगम लिमिटेड  
(भारत सरकार का उपक्रम-  
मिनिरल कम्पनी)  
बीज भवन, पूसा परिसर  
नई दिल्ली -110 012  
फैक्स- 011- 25846462  
केन्द्रीय राज्य फार्म, सरदारगढ़ (राज.)  
फैक्स-01509-238027

**NATIONAL SEEDS CORPORATION LIMITED**  
(A Government of India Undertaking)  
(CIN : U74899DL1963PLC003913)  
**BEEJ BHAWAN, PUSA COMPLEX**  
**NEW DELHI-110 012 (INDIA)**  
Website: [www.indiaseeds.com](http://www.indiaseeds.com)  
PHONES : 25842383, 25846272, 25842692, 25846295  
e-mail – [nsc@indiaseeds.com](mailto:nsc@indiaseeds.com)  
**CENTRAL STATE FARM, SARDARGARH**  
PHONES: ( 01509-238027, 238056 (Office) Tele – Fax :- 01509-238027  
e-mail – [directorcsfsg@gmail.com](mailto:directorcsfsg@gmail.com)

क्रमांक: सर./जन./मानव शक्ति/2020/–

दिनांक जून, 2020

### ई-निविदा सूचना

सर्व साधारण को सूचित किया जाता है कि वर्ष 2020–21 के लिए सरदारगढ़ फार्म पर मानव शक्ति उपलब्ध कराने हेतु ईनिविदा आमंत्रित की जाती है, जो कि दिनांक 09.07.2020 दोपहर 12:00 बजे तक जमा की जा सकती है। विस्तृत जानकारी निगम की वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com) पर तथा ईपोर्टल <http://indiaseeds.eproc.in> पर देखी जा सकती है जिस पर निविदादाता का पंजीकरण होना अनिवार्य है।

प्रभारी निदेशक

Particulars	Details
Date of issue of NIT	24.06.2020
Tender document download start date/time	24.06.2020 10:00 AM
Tender document download end date/time	08.07.2020 5:00 PM
Date and time for submission of online bid	From 24.06.2020 10:00 AM 09.07.2020 12:00 PM
Date and time of opening of technical/financial bid in online mode at NSC, HQ	Technical 09.07.2020 02:00 PM Financial 09.07.2020 04:00 PM
Tender Fee (To be deposited online/RTGS/NEFT) Refer point no. 3 of T & C	Rs. 354/- (Rs. Three Hundred Fifty Four only)
EMD (to be deposited online/RTGS/NEFT) Refer point no. 2 of T & C	Rs. 50000/- (Rs. Fifty Thousand only)
Address for communication	Director, National Seeds Corporation Ltd., Central State Farm, Sardargarh (Raj.)
Contact person (with phone no. & Email	Sh. Shashank Verma, AM(HR) Mob. 8318969978 Email : <a href="mailto:csf.sardargarh@indiaseeds.com">csf.sardargarh@indiaseeds.com</a>

## **INSTRUCTIONS TO BIDDER – ONLINE MODE**

### **DEFINITIONS:**

- (ii) **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- (iii) **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

### **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support MondaytoFriday Ph: **0124-4302033/36/37, [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)**.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.



**NATIONAL SEEDS CORPORATION LTD.  
(A GOVT. OF INDIA ENTERPRISE)  
CENTRAL STATE FARM, Sardargarh**

**NOTICE INVITING E-TENDER FOR PROVIDING CONTRACTUAL, UN-SKILLED AND SEMI-SKILLED MANPOWER ON CONTRACT BASIS AT NSC Ltd, CENTRAL STATE FARM  
(Tender No. P&A/Outsource Manpower/Gen/156/2020)**

National Seeds Corporation Ltd. (NSCL), a fast growing “Mini Ratna” Central PSU under Ministry of Agriculture engaged in the business of Production and Marketing of certified seeds invites “E-Tender (Technical proposal & Financial proposal)” from reputed and experienced Manpower Providing Agency/Service provider to provide manpower at NSC CSF, Sardargarh of Contractual, Un-skilled and Semi skilled person for various work for the period 1<sup>st</sup> July 2020 to 31<sup>st</sup> March 2021.

Detailed eligibility & other criteria may be viewed from the tender document. The Agencies fulfilling the requisite prescribed criteria are required to submit their proposal by 28/03/2020. NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Interested agencies fulfilling the above eligibility criteria may apply from NSC website [www.indiaseeds.com](http://www.indiaseeds.com). Cost of submitting the application will be **Rs. 300/- + 18% GST = Rs 354/-** non-refundalbe drawn in favor of NSC, Sardargarh. While submitting tender documents.

Download tender forms from: **24/06/2020 to 09/07/2020**  
Last date for submission of tender documents: **09/07/2020 by 1200 hrs.**  
Opening of Technical Proposal: **09/07/2020 at 14:00 hrs.**  
**Opening of Financial Bid: 09/07/2020 at 16:00 hrs.**

**In case of holiday, the tender will be opened at the same time on the next working day. Further, in case of technical glitches or un-avoidable conditions opening of Financial Bid can be shifted to the next day.**

**Head of Farm,  
CSF, Sardargarh**

## TERMS & CONDITION OF TENDER

### 1. SCOPE OF WORK/CONTRACT

Contractor will provide the services of the desired manpower on all working days (06 days s week) during the normal general shift duty hours from **09:30 AM to 05:15 PM (Ministrial Staff) & 08:00 AM to 05:00 PM (all Other staff)** with one hour lunch break. It could, however be changed to shift duties, in the case of Technical and other similar types of duties, as per requirements. In case, the services are not given for a particular day, proportionate recovery will be made at the quoted rate of rupees per person. However, if called to work on Sundays/National Holidays then the engaged persons may be paid one day remuneration.

1. The persons engaged to function as of Unskilled/Semi-skilled personnel, contractual basis i.e. **Agriculture Graduate/Post Graduate remuneration for Rs12000/15100 per month respectively, Computer Operator/Data Entry Operator remuneration for Rs. 8500 per month, Auto Electrician & Electrician for Rs 8000 per month, Machine man, Field Assistants, Drivers, Helpers & Labours or workers will be paid remuneration as fixed by the management which should not be below the minimum wages notified by State Government or @ of existing minimum wages/ duly revised during the currency of Agreement as notified by State Government of Rajasthan from time to time.**
2. **The agency before engagement of any of the candidate must ensure that the candidate has requisite educational qualification, other qualification, working experience etc, as per prescribed in Annexure-III of this tender document.**
3. Service provider will not collect any amount as service charge/administrative charge from the staff so provided to NSC, CSF Sardargarh on any account. Any complaint received from staff to be engaged/engaged, explanation will be asked from agency liable to be penalized in terms of agreement or may lead to termination of contract.
4. Besides the above, NSC, CSF Sardargarh will also pay subscription/ contribution towards EPF/ESI (if applicable) in respect of the persons engaged for which Service Provider Agency has to produce the necessary documents in the individual name of staff to be engaged for release of payment.
5. The engaged persons will be paid wages by Service Provider latest by 7<sup>th</sup> of every month the above remuneration by cheque/NEFT only along with necessary detailed slip of salary. No cash disbursement of remuneration shall be allowed in any case **and violation will lead to termination of contract.** The cheques/details regarding NEFT have to be handed over to HR Department of NSC, CSF Sardargarh positively by 07 of every month for delivery to employed Staff/verification thereof. List of Statutory deductions made has to be provided by the contractor with the monthly bill. Apart from this, contractor will also provide separate sheet which will show all deductions from monthly remuneration paid to the engaged persons.

### 2. SELECTION OF SUCCESSFUL BIDDER (MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY)

The successful bidder would be selected on the basis of lowest quoted amount of Service charges per person as per the format enclosed at Annexure-I. **(Do not quote amount in percentage)**. However the service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable.

The offer shall remain valid for a period of **90 days** from the last date of submission of tender documents.

### 3. GENERAL INSTRUCTIONS

Interested agencies can upload their duly completed tender proposal on or before **09/07/2020** by **1200** hrs via e-tender link at NSC's website

The responses should be submitted strictly as per prescribed format alongwith documents in support of information submitted therein by the responding Manpower Providing Agency/Service provider.

**NSC, CSF, Sardargarh** reserves the right to modify, expands, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Tender received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses alongwith documents against the Tender at the above address will be the sole responsibility of the responding agency.

### 4. SUBMISSION OF PROPOSAL

The Technical proposal and the financial proposal duly signed on every page including terms& conditions, annexures/ appendices shall be submitted through e- Tender link on NSC website as **“Technical Proposal,” and “Financial Proposal.”** respectively. All the relevant documents as desired has to be uploaded by the applicant party. EMD & Tender Fee is a must criterion to be followed by the applicant.

#### **“TENDER FROM EXPERIENCED MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY FOR PROVIDING MANPOWER”**

The tender should be signed by a duly authorized representative of the Manpower Providing Agency/ Service Provider Agency on all the pages of the Terms & Conditions. It shall be certified that the person signing the tender is empowered to do so on behalf of the Agency.

The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a agency shall be responsible to produce authority letter duly executed in his favour, stating that he has the authority to bind such other person or the agency as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said authority letter, his proposal shall be liable to summarily rejected without prejudice to any other right of **NSC, CSF, Sardargarh** under the law.

The proposal shall be filled in by the agency neatly and accurately. Any corrections or overwriting would render the proposal invalid.

Conditional offer/offers which are not in conformity to the prescribed document will be summarily rejected.

All the documents submitted with the Tender are to be furnished duly signed on all pages. Unsigned copy of the tender will summarily be rejected.

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## 5. PROPOSAL EVALUATION

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out only of those agencies which fulfill the technical criteria.

### Technical Proposal

The Evaluation Committee appointed by Director, NSC, CSF, Sardargarh shall carry out its evaluation for the technical proposal.

The technical proposal will be opened on **09.07.2020 at 1400 hrs** at the address given above and the HR agencies are at liberty to be present personally or through their authorized agents at the time of opening. In case of holiday, the tender will be opened at the same time on the next working day.

### Financial Proposal

Financial proposal of only those agencies which fulfill the technical criteria will be opened and the date and time of opening of financial proposal will be decided & intimated by NSC to such bidders separately. Agencies are at liberty to present personally or through their authorized agent at the time of opening of Financial Proposal.

The evaluation committee, after determining whether financial proposals are complete and without errors shall determine the lowest financial proposal for conducting negotiation/award of contract.

## 6. AWARD OF CONTRACT

The contract shall be awarded to the Manpower Providing Agency/Service Provider Agency, by conveying acceptance of the proposal by NSC, CSF, Sardargarh through Registered/ Speed Post/Courier. Negotiation with the L-1 Agency, if needed will be done before award of contract.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by NSC, CSF, Sardargarh will constitute the contract between the Manpower Providing Agency/Service provider and NSC, CSF, Sardargarh.

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC, CSF, Sardargarh as per its requirement & on the terms & conditions specified.

## 7. TECHNICAL CRITERIA FOR MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY

1. The Agency should have been in existence for the last **03** years continuously i.e. since **01 April 2017**.
2. Should have at least **03 years** of working experience for providing manpower in Central Govt. Ministries/Departments/PSUs/Autonomous bodies/Statutory bodies of GOI/ Pvt organisation. (Certificate for having performed the work/services satisfactorily in the said ministry/dept./organization should be attached.). Work Order without experience certificate will not be considered.
3. The Agency should have the registration prescribed under applicable laws in respect of Sales Tax/Service Tax, ESI, EPF, **GST Registration**, all Labour and Licence etc (certified copy of proof in this regard may be attached)
4. EMD of **Rs. 50,000/-** (Rupees Fifty thousand only) in favour of **NSC, CSF, Sardargarh** to be submitted and the same will be retained by **NSC, CSF Sardargarh** as a interest free Security Deposit/performance guarantee in the case of successful bidder. The Security Deposit will be refunded to the contractor on due and satisfactory performance of services and completion of all obligations by the Contract.
5. **The agency should have at least a turnover of Rs. 50 Lakhs for last three years and must be supported by the returned filed during last three (03) years.**
6. The firm/agency should not have been blacklisted or debarred by any Government Organization/PSUs etc. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.

NOTE: - The agency should have PAN, **GST Registration** and registration under applicable laws and should submit copies of the same.

Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.

The agency should submit the satisfactory performance report from their client from Govt./ PSUs/statutory bodies/autonomous bodies/ pvt. organisation.

The Manpower Providing Agency/Service Provider Agency will be **engaged for one year** from the date of issuance of letter of intent and which may be extended on as per same terms & conditions of the contract for **one more years in spell of 06 months/one year at a time on mutual consent**, if service so provided found to be satisfactory as per terms & conditions of the contract.

## 8. VOLUME OF WORK

NSC does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract. However at present, **3 (in various category)** workers are engaged through outsource agencies in all the categories (this number is indicative only).

## 9. FORCE MAJEURE

For the purposes of this Contract, “Force majeure” means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of NSC and the Manpower Providing Agency/Service provider agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Manpower Providing Agency/Service provider agency is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of NSC in this regard will be final.

## 10. INDEMNITY

The Manpower Providing Agency/Service provider agency hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NSC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Manpower Providing Agency/Service provider agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises. Successful bidder has to execute an Indemnity Bond in prescribed format.

## 11. EARNEST MONEY DEPOSIT

The Manpower Providing Agency/Service providing agency shall furnish Demand Draft/ NEFT for Earnest Money deposit (EMD) in favour of **“National Seeds Corporation Limited Sardargarh”** payable at **Suratgarh** issued by any Scheduled Bank or by State Bank of India or its subsidiaries for an amount of **Rs. 50,000/- (Fifty thousand only)** at the time of submission of proposal alongwith technical proposal. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal through NEFT/RTGS on receipt of the written request from the party along with his account no & Bank IFSC Code. The EMD of the selected Manpower Providing Agency/Service provider agency will be refunded without interest on expiry of contract unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes “unsatisfactory service” shall solely lie with NSC and shall be final & binding. EMD/Security Deposit of the contractor lying with NSC for other work/contract will not be adjusted for this Tender. If the L-1/successful bidder withdraws his tender/candidature for whatsoever the reason may be, his/her EMD will not be refunded.

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## 12. OTHER TERMS AND CONDITIONS

### Other terms and conditions:-

- a) Applicant should upload his documents on or before **09/07/2020 by 1200 hrs** and the technical will be opened on the same date at **14:00 hrs**. Late bid will not be accepted under any circumstances. Bidders will not be allowed to withdraw the bid once the bid is submitted in any circumstances whatsoever. If any bidder withdraws the bid before the awarding of tender, the EMD amount shall be forfeited.
- b) The technical bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since **01<sup>st</sup> April 2017**, registration of GST, PAN, ESI, PF, Labour License etc as indicated at SL. No.1 to 3 of point No. 07 above. 'Price-bids' of only those bidder will be opened, who has been found successful after evaluation of technical bid.
- c) Rates should be quoted separately for each staff provided under three categories of **Un-Skilled/Semi-Skilled/Skilled** persons like Agriculture Graduate/ Post Graduate, Computer operator/Data Entry Operator, Auto Electrician, Electrician and others for service charges in rupees per month.
- d) No service provider will collect any amount as charge after engagement of staff so provided to NSC on any account.
- e) However the service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable. **Otherwise his bid will be void ab-initio.**
- f) Offered rates should be valid for one year from the date of commencement of contract and the same may be extended for a period of one year in the spell of 06 month/01 year **on mutual consent.**
- g) Manpower will be supplied by the Contractor as per actual requirement, which will be informed to the contractor generally with a notice period of more than 8 hours. However, in case of emergency manpower may have to be supplied at a short notice of 3 hours. In case of leave/absence of manpower, alternate arrangement will be made by the contractor. **Skilled manpower**, such as Agriculture Graduate/Post Graduate, Computer Operators/Data Entry Operator, Electrician, Auto Electrician, Mechanics, Machineman, Field Assistants, Drivers, technical assistant must preferably be possessing requisite qualification and experience. The drivers must have a valid heavy duty License.
- h) Payment for such engaged contract labourers to the Contractor will be subject to provision of satisfactory service which may be certified by the Officers/Sectional Heads, where ever they have been engaged. Deduction of statutory dues from the payments to the contract labourers and timely remittance thereof would be the sole responsibility of the Contractor.
- i) Verification of character and antecedents of the labourers to be engaged/deployed will be submitted by the bidder on engagement i.e. before commencement.
- j) The manpower supplied at no time will perform any such act that would lower the dignity of the NSC. In case the quality of services of any personnel supplied is not found satisfactory, the NSC shall have the right to return that person to the Contractor, who shall provide a suitable replacement within twenty four hours.
- k) The contractor shall comply with all provisions of labour laws and other statutory requirements in relations to the persons engaged including payment of minimum wages as laid down by or under any law in force and as amended from time to time. **Further, the contractor shall be bound to attend/defend all/any legal proceedings initiated by any person deployed by him or by the Labour Department of the Govt. concerned in respect of person engaged by NSC in terms of present tender.**

- l) The Contractor shall maintain/produce/the required records/documents as and when called for by the appropriate authority, as well as to NSC to enable it to verify that the Contractor is complying with statutory requirements with regards to Tax, PF, ESI and other labour laws, from time to time.
- m) The engagement does not confer any right for continuation or extension of the contract on any account, and this is purely a short term temporary arrangement on contractual basis.
- n) All liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the Contractor. The Corporation shall not be liable, in any case and an undertaking to this effect should be furnished by the contractor. NSC shall not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer/worker in case of any accident/mis-happening taken place at NSC premises.
- o) The personnel supplied by the Contractor will be the employee of the contractor and there will be no master-servant relationship between the NSC and the contract labourer/workers. All the statutory liabilities and responsibilities will be that of the Contractor and NSC has no legal responsibilities on the same. **The contractor shall issue identity cards to the person deployed by him with NSC. Such persons will exhibit such identity cards on the gate and during duty hours.**
- p) The Contractor shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- q) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- r) Notice inviting e-tender can be seen at NSC web site, [www.indiaseeds.com](http://www.indiaseeds.com).

### **13. Commencement, Completion, Modification, and Termination of Contract**

#### **Effectiveness of Contract**

This Contract shall come into effect from the date of issuance of letter of intent by NSC.

#### **Commencement of Services**

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement. If the Manpower Providing Agency/Service providing agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated and NSC may forfeit the EMD/Security Money.

#### **Expiration of Contract**

Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified.

#### **Modification**

Any minor changes in the modus of providing manpower/services can be made on mutual consent in writing.

#### **Subletting**

The Manpower Providing Agency/Service providing agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Manpower Providing Agency/Service providing agency contravening this condition, NSC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Manpower Providing Agency/Service provider agency. In such case the EMD of the selected Manpower Providing Agency/Service provider agency, will be forfeited **and the said agency will be permanently debarred from participating in any tender process of the Corporation in future.**

## **Termination**

### **By Corporation (NSC)**

NSC may terminate this Contract, by giving not less than thirty (30) days written notice of termination to the Manpower Providing Agency/Service providing agency, to be given after the occurrence of any of the events specified below in clauses (a) to (c) and sixty (60) days in the case of the event referred to in clause (d):

- a. If the Manpower Providing Agency/Service providing agency commits breach of contract or do not remedy/rectify a failure in the performance of their obligations under the Contract within period of 30 days.
- b. In case of blacklisting of any bidder/party came to the notice at the later stage.
- c. If the Manpower Providing Agency/Service providing agency become insolvent or bankrupt;
- d. If, as the result of FORCE MAJEURE, the Manpower Providing Agency /Service providing agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. If NSC, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, the EMD shall stand forfeited in addition to banning/blacklisting of Manpower Providing Agency/Service Providing Agency for a period of 2 years.

### **Liability for Personnel**

All persons employed by the Manpower Providing Agency /Service providing agency shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the Manpower Providing Agency/Service providing agency. The Manpower Providing Agency/Service providing agency shall indemnify NSC against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

## **14. OBLIGATIONS OF THE CORPORATION (NSC)**

NSC shall provide the Manpower Providing Agency/Service Providing Agency such reasonable assistance as may be required in order to carry out the assignment.

## **15. SCOPE OF SERVICE**

In performing the terms and conditions of the Contract, the Manpower Providing Agency/Service Providing Agency shall at all times act as an Independent Manpower Providing Agency/ Service Providing Agency. The contract does not in any way create a relationship of principal and agent between NSC and the Manpower Providing Agency/ Service Providing Agency. The Manpower Providing Agency/ Service Providing Agency shall not act or attempt or represent itself as an agent of NSC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Manpower Providing Agency/ Service Providing Agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the NSC.

## **16. MODE OF PAYMENT**

Manpower Providing Agency/Service providing agency will raise the bill for the category of employees so provided with amount of EPF/ESI (Employer and employee contribution) and Service Charges (excluding tax). Along with monthly bill for payment, it is mandatory for Manpower Providing Agency/Service providing agency to submit individual ESI/EPF challan against each staff engaged by agency and make available necessary ESI Cards to such persons.

## **17. ARBITRATION**

In the event of any dispute arising out amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith manner. In the event the Parties are unable to do so, then such dispute shall be finally resolved by Arbitration. The Arbitration shall be conducted in the English language and the venue of the Arbitration shall be **in Suratgarh/ Delhi**. The Sole Arbitrator will be appointed by CMD, NSC whose decision in this regard will be final & binding.

## **18. JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of **Suratgarh** only in connection with any actions or proceedings arising out or in relation to this Tender.

## **19. SECURITY DEPOSIT**

- (i) Earnest Money/Earnest Money deposit of the successful bidder will converted into Security Deposit and the same will be refunded to the party on successful completion of the work and the amount will be refunded to the successful applicant on receipt of performance security.

**Head of Farm  
For & On behalf of NSC**

**FORMAT FOR SUBMITTING FINANCIAL BID BY THE MANPOWER PROVIDING AGENCY/ SERVICE PROVIDING AGENCY**

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

**Head of Farm,  
National Seeds Corporation Ltd.  
Central State Farm, Sardargarh  
Distt. – Sri Ganganagar (Raj.)  
335705**

Dear Sir/Madam,

**SUBJECT: TENDER FROM EXPERIENCED MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY FOR PROVIDING CONTRACTUAL, UNSKILLED AND SEMI-SKILLED PERSON ON OUTSOURCE BASIS**

I/We hereby submit our financial offer for the captioned Subject, “If the work is awarded to us:

Sl. No	Category of Manpower	Fix Remuneration p.m. (Subject to change if Minimum Wages changes)	PF		ESI		* Amount of monthly service charges in rupees against each person to be provided in each category. (excluding GST)
			Employer’s share @ (as per prevailing norms)	Employee’s share @ (as per prevailing norms)	Service charge	Employee’s share @ (as per prevailing norms)	
<b>I. On Contract Basis</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
(a)	Agriculture Graduate	12000	Applicable as per prevailing rate.				
(b)	Agriculture Post Graduate	15100					
(c)	Computer Operator/ Data Entry Operator	8500					
(d)	Electrician/ Auto Electrician	8000					
<b>II. Category Un-Skilled Staff</b> ( In accordance with the Minimum wages for the said category of work or the wages being approved by management (whichever is higher) )							
(a)	Un-Skilled Worker	As per prevailing minimum wages	Applicable as per prevailing rate				
<b>III. Category Semi- Skilled Staff</b> ( In accordance with the Minimum wages for the said category of work or the wages being approved by management (whichever is higher) )							
(a)	Semi Skilled Worker	As per prevailing minimum wages	Applicable as per prevailing rate				

\* Service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable.

**Note: - Firm/Agency should quote amount for providing every one person in above the categories separately on monthly basis. Lowest bidder in all categories with service charges will be taken for consideration to deciding and no partial work order will be awarded for sub part of category. As far as possible single work order will**

Cont'd - 12/.....

**be awarded for all categories. But in a unavoidable situation if no single bidder quoted lowest in all category, then only the split of work will be decided by competent Authority.**

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

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

**Place:**

**Date:**

**Signature of Authorized Signatory:**

**Name and Seal of the bidder:**

**CHECK LIST TECHNICAL CRITERIA FOR MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY**

1. Name of the Manpower Providing Agency/Service providing agency.
2. Address of Manpower Providing Agency/Service providing agency
3. DD/NEFT of Rs. 300/- +18%GST= Rs 354/- as cost of the Tender
4. For EMD, DD/NEFT of Rs. 50000/- (Rs. Fifty Thousand only/-)
5. MSME/NSIC Company should attach copy of Registration for providing manpower under MSME/NSIC.
6. Registration Certificate of Establishment issued of Department of Labour as Retail Trade or Business under Rajasthan State Shops & Establishment Act.
7. Income tax return filed and Audited profit & loss account for last 03 years.
8. PAN no
9. GST registration certificate.
10. Labour Licence issued by Labour department for engaging the manpower for the earlier allotted particular type of work.
11. EPF registration & PF code
12. ESI Registration and Regional ESI Registration (for outside company),
13. Proof of existence since 01<sup>st</sup> April, 2017.
14. Undertaking on Company Letter head regarding Non-Blacklisting/debarring of the firm.
15. Executive Summary about the agency.
16. A copy of any other registrations taken from Government Department for running the business of manpower providing agency in compliance of statutory requirement.
17. Name of representative of agency, participating in tender process.
18. Proof of Manpower provided in PSUs/Govt/Private etc during last **03 years**.

**FORMAT FOR SUBMITTING TECHNICAL BID BY THE MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY**

**(To be submitted on letter head of firm/agency under signatures of the authorized signatory)**

- (1) Name of the Manpower Providing Agency/Service providing agency
- (2) Address of Manpower Providing Agency/Service providing agency
- (3) If agency establishment at outside India or other State provide local branch address at Sri Ganganagar or nearby areas of these places in Rajasthan.
- (4) Telephone number and Fax no of the Agency & its branch office in \_\_\_\_\_ or \_\_\_\_\_ State (for local/outside Agency).
- (5) Details of Manpower provided in PSUs/Govt/Private etc during last 03 years (Attach supportive documents\*)

Name of PSUs/Govt. Dept. to whom Manpower provided	Date award of contract to provide manpower	Semi Skilled	Un-skilled	Compliance of Statutory Requirement i.e PF and ESI

- (6) DD of Rs. **300/- +18%GST= Rs 354/- non-refundable** as cost of the Tender.
- (7) For EMD, DD/NEFT of Rs. 50000/- (Rs. Fifty Thousand only/-) issued from a Scheduled/Nationalized Bank or State Bank of India or its subsidiaries drawn in favour of **National Seeds Corporation Ltd Sardargarh payable at Suratgarh**
- (8) MSME/NSIC Company should attach copy of Registration for providing manpower under MSME/NSIC for claiming Tender Fee & EMD exemption.
- (09) Copy of the Registration Certificate of Establishment issued of Department of Labour as Retail Trade or Business under \_\_\_\_\_ State Shops & Establishment Act.
- (10) Income tax return filed and Audited profit & loss account for last 03 years \_\_\_\_\_ (To ascertain the turnover of the agency).
- (11) PAN no. (Attach documentary evidence\*)
- (12) GST registration certificate. (Attach documentary evidence\*) as applicable.
- (13) A copy of Labour Licence issued by Labour department for engaging the manpower for the earlier allotted particular type of work.
- (14) PF registration & PF code (attach copy).
- (15) ESI Registration and Regional ESI Registration (for outside company), attach copy
- (16) Proof of existence since 01<sup>st</sup> April, 2017 (attach copy)



(17) Proof regarding **03** (three) years working experience and its satisfactory performance report/work completion from their clients of Central Govt./Quasi Government/PSU/Autonomous body/private body.

**(18) Undertaking on Company Letter head regarding Non-Blacklisting/debarring of the firm by any Central Govt./Quasi Government/PSU/Autonomous body.**

(19) Executive Summary about the agency.

(20) A copy of any other registrations taken from Government Department for running the business of manpower providing agency in compliance of statutory requirement.

(21) Name of representative of agency, participating in tender process (attach authorization certificate).

\* All document should be marked & Flag under proper details columns so marked.

I/We hereby submit that the information submitted hereby are correct & best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department /PSUs for providing manpower last 3 years. In case of any information/documents found to be false, fake or incorrect, NSC is free to take action against my/our agency as deemed fit by them. I/we, \_\_\_\_\_do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized person with seal)

**Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed along with technical proposal.**

**Minimum Qualification & Experience required for following categories of Outsourced staff**

<b>Sl. No.</b>	<b>Category of Staff</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>	<b>Net Salary in hand per month</b>
<b>I. Category- Skilled Staff</b>				
1. (a)	Agriculture person	Agriculture Graduate	Minimum 1 (one) year experience in relevant field of work.	
	-do-	Agriculture Post Graduate	-do-	
(b)	Computer Operator/ Data Entry Operator	Graduate with six month computer course.	-do-	
	Mechanic	ITI Course	-do-	
	Electrician	ITI Course	-do-	
<b>II. Category- Un-Skilled,Semi-Skilled</b>				
2.	Labourers	Matriculate	Below 50 yrs.	N/A

**Appendix-I**

**AFFIDAVIT CERTIFICATE**

I/We \_\_\_\_\_ (Name, Designation and Address) hereby declare that my/our firm/Company has no arbitration case pending with National Seeds Corporation Ltd.

**Signature of Authorized signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

\_\_\_\_\_

**Full address** \_\_\_\_\_

\_\_\_\_\_

**Stamp:-**

**Place :** \_\_\_\_\_

**Date:-** \_\_\_\_\_

**Appendix-II**

**AFFIDAVIT CERTIFICATE**

I/We \_\_\_\_\_ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstances exceeded lowest price of identical goods given to any Govt. Deptt./PSUs/Institutions/Organizations etc. during current year.

**Signature of Authorized signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

\_\_\_\_\_  
**Full address** \_\_\_\_\_

\_\_\_\_\_  
**Stamp:-**

**Place :** \_\_\_\_\_

**Date:-** \_\_\_\_\_

**Appendix-III**

**DECLARATION**

I/We \_\_\_\_\_ (Name, Designation and Address) hereby declare that, we have not been banned/de-listed/ black-listed from handling outsource manpower by any PSU or Govt. Department during the last three years.

**Signature of Authorized signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

**Full address** \_\_\_\_\_

**Stamp:-**

**Place :** \_\_\_\_\_

**Date:-** \_\_\_\_\_

**Appendix-IV**

**UNDERTAKING**

This is to under that, \_\_\_\_\_ (Name of the Organisation)  
has been complying with the Statutory Compliance Requirement for PF and ESI Deduction and  
following laid down norms of Govt. in this regard.

**Signature of Authorized signatory** \_\_\_\_\_

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

\_\_\_\_\_  
**Full address** \_\_\_\_\_

\_\_\_\_\_  
**Stamp:-**

**Place :** \_\_\_\_\_

**Date:-** \_\_\_\_\_