



**NATIONAL SEEDS CORPORATION LTD.
(A GOVT. OF INDIA ENTERPRISE)
CENTRAL STATE FARM, 10 Km. SIRSA ROAD HISAR**

NOTICE INVITING E-TENDERS FOR PROVIDING SKILLED, SEMI-SKILLED AND UN-SKILLED MANPOWER ON CONTRACT BASIS AT NSC Ltd, CENTRAL STATE FARM - HISAR (Tender No. CSF/1-205/Manpower Outsource/ HR -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 (two packet-Technical proposal & Financial proposal)” from reputed and experienced Manpower Providing Agency/Service provider to provide manpower at NSC CSF, 10 Km. Sirsa Road, HISAR (Haryana) of skilled, semi skilled and unskilled person for various Agricultural work.

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 19-11-2020 at 10:00 am. 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 download tender documents from NSC website www.indiaseeds.com. Those who wish to download form have to attach a demand draft of Rs. 210/- drawn in favour of NSC, CSF - HISAR, while submitting tender documents. NSC will not be responsible for any postal delays.

Download tender forms from: **20-10-2020 to 19-11-2020**

Last date for submission of E-tender documents: **19-11-2020 by 10:00 AM.**

Opening of Technical Proposal: **19-11-2020 at 12:00 Noon.**

In case 19-11-2020 is declared holiday, the tender will be opened at the same time on the next working day.

**Head of Farm,
CSF, HISAR**



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NATIONAL SEEDS CORPORATION LTD.

(A Govt. of India Undertaking- Miniratna Co.)

CIN: U74899DL1963G-OI003913

dsUnzh; jkT; QkeZ@Central State Farm

10 fdeh0 fljk jksM] fgkij@ 10 KM. Sirsa Road Hisar-125001

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Tender No. CSF/1-205/Manpower Outsource/HR/2020

Dated: 15-10-2020

NOTICE INVITING E-TENDER

E-tenders under two bid system are invited for awarding contract to provide manpower to Central State Farm Hisar situated at 10 Km. Sirsa Road, Hisar for supply of manpower for different works from 01.01.2021 to 31.12.2021. Detail of eligibility criteria, tender schedule and other Terms & Conditions can be viewed and downloaded from <https://indiaseeds.eproc.in> & www.indiaseeds.com

| Particulars | Detail |
|---|---|
| Date of issue of NIT | 20-10-2020 |
| Tender document download start date/ time | 20-10-2020 at 3:00 PM onwards |
| Tender document download end date/time | 19-11-2020 up to 10:00 AM. |
| Date & time for submission of online bid | From 20-10-2020, 3.00 PM to 19-11-2020, 10:00 AM. |
| Date & time of opening of Technical Bid & Financial Bids in online mode at CSF: Hisar | Technical Bids opening at 12:00 hrs on 19-11-2020, Financial Bids opening: later on after evaluation of Technical bids. |
| Tender Fee to be deposited online | Rs. 210/- (Two hundred ten only) |
| E.M.D. | E.M.D.: Rs. 50,000/- (Rs. Fifty thousand only) to be deposited online by RTGS/NEFT |
| Security Deposit (To be deposited by successful bidder after issue of acceptance letter/ work order by means of Demand Draft or Bank Guarantee) | Security Deposit: Rs. 50,000/- (Rs. Fifty thousand only) Note:- E.M.D. of Rs. 50,000/- will be retained as interest free security deposit/ performance guarantee in the case of successful bidder. |
| Address for communication | Sh. Prabesh Kumar, Head of the Farm, Central State Farm, 10 Km. Sirsa Road, Hisar (Haryana) Ph. 9632446421 |
| Contact Person (with ph. No. & e-mail.) | Sh. Rajesh Kumar Singh, H.R. Officer, Central State Farm, 10 Km. Sirsa Road, Hisar (Haryana) Ph. 8685912418 e-mail. csf.hisar@indiaseeds.com |

This Tender Document contains Two Parts.

Technical Bid:- Terms & Conditions of manpower on contract giving details of EMD & S.D. details, eligibility criterias for participating in the tenders, detail of documents to be submitted by the tenderer online, nature of work to be performed by the contractor and other conditions related to manpower supply.

Financial Bid:- Financial bid document to be submitted online.

NSC reserves the right to make any alteration/ modification in the Tender Document or scrap the tender at any stage without assigning any reason.



Head of the Farm
E-mail: csf.hisar@indiaseeds.com

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CIN: U74899DL1963G-OI003913

ISO Certificate NO. 9001:2008 & 14001:2004

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10 fdeh0 fljlk jksM] fgkjk@10 KM. Sirsa Road Hisar-125001

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NATIONAL SEEDS CORPORATION LTD.

INSTRUCTIONS TO TENDERER – 1

- C1 India Private Limited: Service provider to provide the eTendering Software.
- 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>.

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i. 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 (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- iii. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL eTendering 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. 3300/- inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is 1 year.
- iv. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi. The amendments/ clarifications to the tender, if any, will be posted on the NSCL eTendering Portal (<https://indiaseeds.eproc.in>).
- vii. To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through online or through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii. To participate in bidding, bidders have to pay **Tender Processing Fee of Rs.**

550/- inclusive of all taxes (**Non-refundable**) through Online mode (internet banking/debit card/credit card).

- ix. Both EMD and Tender Document Fee are mentioned in individual tender document as published at NSCL eTendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- x. For helpdesk please contact E-Tendering Cell and Help Desk Support.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.
- ii) Tenderers/Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card.
- iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission but prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

4. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSCL shall open documents of the Application received in electronic form. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid of the eligible applicants only will be opened and the date of opening of price bid will be notified later on.

I. DISCLAIMER

The Applicant must read all the instructions in the tender Document and submit the same accordingly.

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 through outsourcing agency to function as unskilled/semi-skilled/skilled/ personnels in **H.R/Civil/Security/Horticulture/Mechanical/Agriculture etc departments of CSF,Hisar will be paid minimum wages notified by State Government as per categorisation 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 Haryana 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 – HISAR 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 – HISAR 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 7th 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 – HISAR positively by 07 of every month for delivery to employed Staff/verification thereof.

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 submit their duly completed E-tender proposal on e-portal of the Corporation on or before 19-11-2020 by **10:00 hrs.**

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 - Hisar 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 annexures/ appendices shall be submitted by the tenderer through online mode only. The tenderer is required to upload all the relevant documents duly self attested as mentioned in the Check list of Technical Bids documents.

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 – HISAR** 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 alongwith the technical & financial proposal. Unsigned copy of the tender will summarily be rejected.

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 **NSC, CSF - Hisar** shall carry out its evaluation for the technical proposal.

The technical proposal will be opened on 19-11-2020 at **12:00** 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 19-11-2020 is declared 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. Financial proposal should be inclusive of all taxes including GST where the GST amount should be mentioned separately.

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 – Hisar** 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 – Hisar** will constitute the contract between the Manpower Providing Agency/Service provider and **NSC, CSF - Hisar**

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 – Hisar** 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 of similar nature in Central Govt. Ministries/Departments/PSUs/Autonomous bodies/Statutory bodies of GOI. (Certificate for having performed the work/services satisfactorily in the said ministry/dept./organization should be attached.)
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 License etc (certified copy of proof in this regard may be attached)

-4-

4. EMD of **Rs. 50,000/-** (Rupees Fifty thousand only) in the form of demand Draft in favour of **NSC, CSF – Hisar** to be submitted and the same will be retained by **NSC, CSF – Hisar** 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**, Service tax 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.

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, 45 **(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

To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 550/-** inclusive of all taxes (**Non-refundable**) through NEFT/RTGS Online mode (internet banking/debit card/credit card).

Both EMD and Tender Document Fee are mentioned in individual tender document as published at NSCL eTendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The Manpower Providing Agency/Service providing agency shall furnish a Earnest Money deposit (EMD) through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in> in favour of **“National Seeds Corporation Limited - Hisar”** payable at SBI – Hisar, 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. 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.

12. OTHER TERMS AND CONDITIONS

Other terms and conditions:-

- a) Tenderers are required to submit their e bids on or before 19-11-2020 **by 10:00 hrs** and the same will be opened on the same date at **12:00 hrs**. **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 e bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since **01st April 2017**, registration of sales tax/GST no, PAN, ESI, PF, Labour License no 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 **Unskilled/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 TDS of 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 tender and other tender related documents can be seen at NSC web site, 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 details of individual ESI/EPF no against each staff engaged by agency at CSF,Hisar and make available necessary ESI Cards to such persons. The outsource agency shall provide separate EPF/ESI challans for amount deposited by them in EPF,ESI departments in respect of workers deputed by them at CSF,Hisar.

17. ARBITRATION

In case any dispute arises between NSC and the other party due to any terms or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

18. JURISDICTION

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

19. SECURITY DEPOSIT

- (i) Earnest Money/E.M.D. 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.

**DGM (Farm)/ 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/ Dy. G.M. (Farm)
National Seeds Corporation Ltd.
Central State Farm, 10 KM Sirsa Road
Distt. – Hisar, Haryana - 125001

Dear Sir,

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

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

| S. No. | Category of Man power | Present remuneration per month (Subject to change if minimum wages changes) (Weekly rest unpaid) | E.P.F Employer's share @ 13% | EPF Employee's share @ 12% | ESI Employee's Share @ 3.25% | ESI Employee's Share @ 0.75% | Total Cost against each person engaged in Rs. | *Amount of monthly service charges in rupees against each person to be provided in each category (excluding GST & any other taxes as applicable) |
|--------|---------------------------------|--|------------------------------|----------------------------|------------------------------|------------------------------|---|--|
| 1. | Skilled Worker (Tractor Driver) | 10969.00 | 1425.97 | 1316.28 | 356.49 | 82.27 | 12751.46 | |
| 2 | Semi Skilled | 9785.50 | 1272.11 | 1174.26 | 318.02 | 73.39 | 12623.28 | |
| 2. | Un-skilled Agril. Workers | 9024.24 | 1173.15 | 1082.90 | 293.29 | 67.68 | 10490.68 | |

*** 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 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 90 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:

Annexure-II

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 Hisar or Haryana State provide local branch address at Hisar or nearby areas of these places in Haryana.
- (4) Telephone number and Fax no of the Agency & its branch office in Hisar or Haryana 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 | No. of person provided | Skilled | Semi Skilled | Un Skilled | Compliance of Statutory Requirement i.e PF and ESI |
|---|---|-------------------------------|----------------|---------------------|-------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

(6) Tender fee of **Rs. 210/- non-refundable** as cost of the Tender.

(7) The Manpower Providing Agency/Service providing agency shall furnish a Earnest Money deposit (EMD) through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in> in favour of **“National Seeds Corporation Limited - Hisar”** payable at SBI – Hisar, 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.

(8) MSME/NSIC company should attach copy of Registration under MSME/NSIC with latest validity 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 Haryana State Shops & Establishment Act.

(10) Income tax return filed and profit & loss account for last 03 years 2017-18 to 2019 -20 (To ascertain the turnover of the agency).

(11) PAN no. (Attach documentary evidence*)

(12) GST/Service Tax registration no. (Attach documentary evidence*) as applicable and PF code no. (Attach documentary evidence*)

(13) A copy of Labour Licence issued by Labour department for engaging the manpower for the earlier allotted particular type of work.

(15) PF registration & PF code (attach copy).

- (16) **ESI Registration and Regional ESI Registration (for outside company), attach copy**
- (17) **Copy of the PF & ESI challan deposited for the employed manpower in NSC/other department.**
- (18) Proof of existence since 01st April, 2016 (attach copy)
- (19) **Collective turnover certificate issued by CA for the last three year (2016-17 to 2018-19).**
- (20) **Nos. of Manpower provided to various organizations (Enclose copy of contract for same*)**
- (21) 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.
- (22) **Undertaking on Company Letter head regarding Non-Blacklisting/debarring of the firm by any Central Govt./Quasi Government/PSU/Autonomous body.**
- (23) Executive Summary about the agency.
- (25) A copy of any other registrations taken from Government Department for running the business of manpower providing agency in compliance of statutory requirement.
- (26) 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

| Sl. No. | Category of Staff | Minimum Qualification | Minimum Experience | Net Salary in hand per month |
|-----------------------------------|--|--|--|------------------------------|
| I. Category- Skilled Staff | | | | |
| 1. (a) | Agriculture person | Agriculture Graduate | Minimum 1 (one) year experience in relevant field of work. | |
| | Tractor Driver | Having Valid Driving Licience | -do- | |
| (b) | Computer Operator/ Data Entry Operator | Graduate with six month computer course. | -do- | |
| | Mechanic | ITI Course | -do- | |
| | Electrician | ITI Course | -do- | |
| II. Category- Un- Skilled | | | | |
| 2. | Labourers | Physically fit persons | Below 45 yrs* . | |

*** Note: - Proposal for extending Age limit in respect of Labourers from 45 to 60 years is under consideration.**

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-take 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:- _____