

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE CITY, KOLKATA-700091 (West Bengal)
(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF E- TENDER NOTICE

FOR

NAME OF WORK: - PROVIDING SKILLED, SEMI- SKILLED AND

UN-SKILLED MANPOWER ON CONTRACT BASIS AT NSC ,RO, SALT LAKE,

KOLKATA-91

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: 07.01.2021 UP TO .3.00 p.m. ON
NSC e-Portal :<https://indiaseeds.eproc.in>**

OPENING OF TENDER (TECHNICAL BID) : Dated on 07.01.2021 at 15.30 Hours
COST OF TENDER FORM : Rs. 200/- inclusive of GST (Rs. Two hundred only) to be paid online only.

Contact details:

Particulars	Telephone	E-mail	Fax
H.O. New Delhi	011-25845528	gm.hr@indiaseeds.com	011- 25842904
Regional Office – Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com	033-23671076
Web Site	www.indiaseeds.com		

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE CITY, KOLKATA-700091 (West Bengal)
(CIN NO: U74899DL 1963G0I003913)**

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**NATIONAL SEEDS CORPORATION LTD.
(A GOVT. OF INDIA ENTERPRISE)
BLOCK-AQ, SECTOR-V, SALT LAKE
KOLKATA - 700091
PH:033-23671077,FAX: 033- 23671076**

File No.: Admn-4/NSC:KOL/2020-21

Date: 16.12.2020

E- TENDER NOTICE

FOR INVITING TENDER

FOR PROVIDING SKILLED, SEMI- SKILLED AND

UN-SKILLED MANPOWER ON CONTRACT BASIS AT NSC ,RO, SALT LAKE, KOLKATA-91.

National Seeds Corporation Ltd.(NSCL), a fast growing “Mini Ratna” Central PSU under Ministry of Agriculture engaged in the business of Production and Distribution of certified seeds invites “E-Tender (in Two Bid System)” from reputed and experienced Manpower Providing Agency /Service provider to provide manpower at NSC offices as Mktg. Executive, Team leader, APS /Office Assistant /DEO and Security Guard as detailed at Annexure-III.

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 **07/01/2021**. 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.

- | | |
|---|---|
| 1. Name of Work | Providing skilled, semi- skilled and Un-skilled manpower on contract basis at NSC ,RO, salt lake, Kolkata-700091 as detailed at Annexure-III |
| 2. Earnest Money | Rs 40,000/- (Rupees Forty thousands only) to be paid online |
| 3. Tender cost | Rs 200/- inclusive of GST(Rupees two hundred only) to be paid online |
| 4. Last Date & Time for submission of tender | 07.01.2021 up to 15.00 hours. |
| 5. Date & Time for opening of Technical Bids | 07.01.2021 at 15.30 hours. |

1. Tender document will be available on NSC e-Portal:<https://indiaseeds.eproc.in> Up to 07.01.2021 till 15.00 hours. for uploading .
2. The eligibility criteria for participation are given in the tender document.

3. Parties participating for Tender, EMD amount should be submitted online along with cost of tender document.
4. **(Technical bid)** may be opened on 07.01.2021 at 15.30 hours .
(Price bid) will be opened on suitable date & time which will be communicated to all responsive bidders through E-mal.
5. Tenderers should be submitted both Technical bid and Price bid strictly as per instructions to tenderers given in the tender documents.
6. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
7. **Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD** subject to furnish documentary proof in support of their claim along with their request.
8. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

Sd/-
Regional Manager

SECTION - I
INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- (iii) **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- (iv) **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 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
- 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 Monday to Friday Ph: **0124-4302033/36/37, 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.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS:

- The Bidder may modify, substitute or withdraw it's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 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.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.

- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

I. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.

1. SCOPE OF WORK/CONTRACT

Services to be provided on all working days during the normal general shift duty hours from 09.30 am to 05.30 p.m. with half an hour lunch break. It could, however be changed to shift duties, in the case of security 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 the engaged persons be paid one day remuneration.

1. The persons engaged as Mktg executive and Team Leader profile well be as follows:-
 - a. **Job Profile:** preferable a local Agril/Bio/Biotech/Management graduate or post graduate for promoting NSC Brand.
 - b. **Posting:** To be posted at Area Manager's HQ or any place in his territory.
 - c. **Requirement:** Own driving license and vehicle.
 - d. **Engagement:** Marketing Executive will be on contract basis.
 - e. **Coverage:** The coverage radius shall be 15 Kms and shall cover 35-40 villages in a year in one/two blocks.
 - f. **Reporting:** Mktg. Executive/Team Leader shall submit the following reports:
 - i. Daily report in prescribed format.
 - ii. Fortnightly report in prescribed format.
 - iii. Monthly report in prescribed format.
 - g. **Job Details:** Mktg. Executive will be responsible for the following: -
 - i. Field Demonstration.
 - ii. Field Day
 - iii. Jeep Campaign.
 - iv. Farmers Meeting.
 - v. Sub-Dealers Meeting.
 - vi. Kisan Mela/Mela.
 - vii. Wall painting/Hordings/Posters/Danglers/Banners.
 - viii. Dealer Board.
2. No service provider will collect any amount as service charge after engagement of staff so provided to NSC on any account.
3. Besides the above, NSC will also pay subscription/contribution towards ESI in respect of the persons engaged for which Service Provider Agency have to produce the necessary documents in individual name of staff to be engaged for release of payment.
4. The engaged persons need to be paid by 7th of every month the above remuneration by cheque only along with necessary detailed slip of salary. No cash disbursement of remuneration shall be allowed.

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-II. **(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 30 days from the last date of submission of tender documents.

3. GENERAL INSTRUCTIONS

Interested agencies can submit their duly completed bid proposal on or before **07.01.2021 by 1500 hrs.** in online at NSC e portal “<https://indiaseeds.eproc.in>”.

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 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.

4. SUBMISSION OF PROPOSAL

All the relevant technical documents (except financial proposal) shall be uploaded with the Technical Proposal and financial bid will be uploaded separately in online.

“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. **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 summary rejection without prejudice to any other right of NSC 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 offers/ 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 proposal.

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 of only those agencies which fulfill the technical criteria.

Technical Proposal

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

The technical proposal will be opened on **07-01-2021** at 1530 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.

Financial Proposal

Financial proposal of only those agencies which fulfill the technical criteria will be opened. The evaluation committee, after determining whether the financial proposals are complete and without errors shall determine the lowest financial proposal for providing manpower.

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 through Registered /Speed Post/ Courier. Negotiation with the 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 will constitute the contract between the Manpower Providing Agency /Service provider and NSC.

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 & on the term & 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 2017-18.
2. Should have at least three 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 for GST Registration, ESI, PF etc (proof in this regard may be attached).
4. EMD of Rs.40,000/- (Rupees forty thousand only) and tender fee of Rs.200/- (Rupees two hundred only) to be submitted online.
5. 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.

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 for one more year on mutual consent, if service so provided found to be satisfactory as per terms & conditions of the contract.

8. 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.

9. 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.

10. EARNEST MONEY DEPOSIT

The Manpower Providing Agency /Service providing agency shall furnish a Earnest Money deposit (EMD) for an amount of Rs.40,000/- (Rupees Forty Thousands) online 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. The EMD of the selected Manpower Providing Agency /Service provider agency will be refunded without interest after deposit of performance security of RS.50,000/-.

11. OTHER TERMS AND CONDITIONS

Other terms and conditions:-

- a) Online quotations should be submitted on or before **07-01-2021 by 1500** hrs and the technical quotation will be opened on the same date at 1530 hrs. Late bid will not be accepted under any circumstances.
- b) Two bids may be submitted i.e. “technical bid” and the “price bid”. The technical bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since 2017-18, registration of GST, PAN, ESI, PF etc as indicated at SL. No.1 to 3 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 four categories as detailed at Annexure- III 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.
- f) Offered rates should be valid for one year from the date of commencement of contract.
- g) Verification of character and antecedents of the manpower to be engaged / deployed will be submitted by the bidder on engagement i.e. before commencement.
- h) 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.
- i) 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 lay down by or under any law in force and as amended from time to time.
- j) 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.
- k) 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.
- l) 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.
- m) 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 workers. All the

statutory liabilities and responsibilities will be that of the Contractor and NSC has no legal responsibilities on the same.

- n) The Contractor shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- o) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- p) Notice inviting tender can be seen at NSC web site, www.indiaseeds.com.

12. 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.

Expiration of Contract

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

Modification

After award of the contract, any minor changes in the modus of implementation can be agreed to mutually 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.

Termination

By Corporation (NSC)

NSC may terminate this Contract, by 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) through (c) of 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.
- (b) If the Manpower Providing Agency /Service providing agency become insolvent or bankrupt;
- (c) 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
- (d) 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 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.

13. 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.

14. 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.

15. MODE OF PAYMENT

Manpower Providing Agency /Service providing agency will raise the bill for 4(four) different categories of staff provided which include separate part of his/her salary, amount of 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 challan against each staff engaged by agency and make available necessary ESI Cards to such persons.

16. ARBITRATION

1. In case any dispute arises between NSC and th eother party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitaion & 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 be in English Language. The court of Delhi shall have the jurisdiction.

17. JURISDICTION

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

18. Performance Guarantee

- i) The successful tenderer should deposit interest free security of Rs. **50,000/- (Rupees Fifty Thousand only)** before / at the time of agreement through NEFT/RTGS/DD favoring NATIONAL SEEDS CORPORATION LIMITED, Kolkata, Name of the Bank: State Bank of India, Sector-V Branch, Kolkata, Account No. – 32920585087, IFSC No: SBIN0012363. The security deposit will be retained by this office in the event of failure to provide in the services satisfactorily; otherwise the same will be refunded without any interest at the end of the contract period.

- ii) Earnest Money will be refunded to the successful Applicant on receipt of performance security.

**Regional Manager
For & On behalf of NSC**

FORMAT FOR SUBMITTING TECHNICAL BID BY THE MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY (Online Mode).

- (1) Name of the Manpower Providing Agency /Service providing agency
- (2) Address of Manpower Providing Agency /Service providing agency
- (3) Telephone number and Fax no.
- (4) Details of Manpower provided in PSUs/Govt. etc during last three 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

- (5) PAN no. (Attach documentary evidence*)
- (6) GST registration no. (Attach documentary evidence*)
- (7) Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 03 years along with copies
- (8) ITR copy of last three years(FY 2017-18, 2018-19 & 2019-20).
- (9) Nos. of Manpower provided to various organizations (Enclose copy of contract for same*)
- (10) Details of satisfactory performance report/work completion from their clients from Govt. /PSUs (Attach documents*)
- (10) Executive summary about the agency
- (11) Name of representative of agency, participating in tender process.**

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

I/We hereby submit that the information's 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 on each and every page, as acceptance of all terms and conditions of the tender is to be uploaded along with technical proposal.

**FORMAT FOR SUBMITTING FINANCIAL BID BY THE MANPOWER PROVIDING AGENCY /
SERVICE PROVIDING AGENCY (Online Mode).**

Regional Manager,
National Seeds Corporation Ltd.
Block-AQ, Salt lake Sector-V,
Kolkata –700091.

Dear Sir/Madam,

SUBJECT: TENDER FROM EXPERIENCED MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY FOR PROVIDING MARKETING EXECUTIVE, TEAM LEADER AND SECURITY GUARDS 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. for each person(Gross)	ESI @ 3.25 % (Employer contribution)	Total cost against each persons engaged	* Amount of monthly service charges in rupees against each person to be provided in each category. (excluding GST)
I. Category - Team Leader Each one at:					
	NSC, Kolkata	Rs 24,000/-	-	Rs.24,000/-	
	NSC, Guwahati	”	-	”	
II. Category - Marketing Executive Each one at:					
	NSC, Siliguri	Rs.15,100/-	Rs. 491/-	Rs. 15,591 /-	
	NSC, Malda	”	-	”	
III. Category - *APS & * Office Assistant & #DEO:					
	*NSC, Kolkata (1)	Rs 13,440/-	Rs 390/-	Rs 13,830/-	
	*NSC, Kolkata (1)	”	”	”	
	#NSC, Bhubaneswar (1)	”	”	”	
	#NSC, Siliguri (1)	”	”	”	
IV. Category – Security Guards 4 Nos.					
	Security Guard (without arms)	Rs.12,000/-	Rs.312/-	Rs. 12,312/-	
	NSC, Kolkata (2)	”	”	”	
	NSC, Bhubaneswar (1)	”	”	”	
	NSC, Midnapur (1)	”	”	”	

Note:- Fix Remuneration p.m. for Category III & IV includes Employer share of PF.

*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. Category wise service charges will be taken for consideration to deciding lowest bidder 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 30 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:

Minimum Qualification & Experience required for following 4 categories of Outsourced staff

Sl. No.	Category of Staff	Minimum Qualification	Minimum Experience
1	Team Leader: 2 Nos. (Each one at Kolkata & Guwahati)	Graduate with six month computer course.	Minimum 1(one) year experience in relevant field of work.
2.	Marketing Executive: 2 Nos. (Each one at Siliguri & Malda)	Graduate with six month computer course.	Minimum 1(one) year experience in relevant field of work.
3	*APS / *Office Assistant / #DEO: 4 Nos. (1+1+2) (*One at Kolkata each / #Each one at BBSR & Siliguri)	Graduate with six month computer course.	Minimum 1(one) year experience in relevant field of work.
4	Security Guard: 4 Nos. (without arms) (Two nos. for Kolkata & Each one at BBSR & Midnapur)	Knowledge of reading & writing Hindi or local language	Ex – serviceman / Minimum 1 (one) year experience in relevant field of work.

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

SN	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) Rs 200/- online	
2	EMD as per tender Rs.40,000/- on line	
3	Copy of Authorization letter for signing bid documents	
4	Name and addresses of the Bank,	
	Account No.,	
	IFC Code.	
5	PAN Number (Copy of PAN Card)	
6	Copy of registration for :-	
	i) GST	
	ii) PF	
	iii)ESI	
7	Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 03 years along with copies.	
8	Income-tax Return	
	ITR-2017-18	
	ITR-2018-19	
	ITR-2019-20	
9	Performance / experience certificate for last three years	
10	An undertaking on firm/agency letter head that the firm/agency have not been blacklisted or debarred by any Government Organization/PSUs etc.	
11	MSME registered with NSIC certificate valid for time and item	
12	Other document if any in support of the tender.	
13	Each and every pages of tender document should be signed with stamp	
14	Address of the contractor	
	Contact No.	
	E-mail ID	