

नेशनल सीड्स कारपोरेशन लिमिटेड,

(भारत सरकार का उपक्रम)

**क्षेत्रीय कार्यालय, लक्ष्य प्लाजा, INS-19, सेक्टर 7 सी, वृदावन योजना,
अमर शहीद पथ, लखनऊ-226029**

Telephone No: 0522-7118213, email-rm.lucknow@indiaseeds.com

पत्रांक: एनएससी/क्षे0 कार्य0-लख0/निविदा-आउटसोर्स/21-22

दिनांक:23.02.2021

ई. निविदा

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का उपक्रम), क्षेत्रीय कार्यालय-लखनऊ वित्त वर्ष 2021-22 हेतु सेवा प्रदाता के माध्यम से विभिन्न कार्य हेतु कुशल, अर्द्धकुशल व अकुशल कामगार उपलब्ध कराने हेतु ऑनलाइन ई-निविदा दिनांक 17.03.2021 को 13.00 बजे तक दो बीड (two bid system) में आमंत्रित करता है । तकनीकी बीड को उसी दिन अपरान्ह 15.00 बजे खोला जायेगा । निविदा शुल्क ₹ 590/- (including 18% GST) व धरोहर राशि ₹ 50,000/- है ।

निविदा से सम्बंधित दिनांक व अन्य कोई भी बदलाव यदि होता है तो उसे निगम के वेबसाईट पर ही अपलोड किया जायेगा । अतः विस्तृत जानकारी के लिए वेबसाईट www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in को देखते रहे है । निविदा उपरोक्त वेबसाईट पर उपलब्ध है ।

(मुकेश कुमार जाट)
क्षेत्रीय प्रबन्धक

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE, LUCKNOW
TENDER DOCUMENT

NSC a Schedule 'B' & Mini Ratna Category – I PSU which is in the business of producing and distributing high quality certified seeds all over India requires professionally qualified candidates for the following posts on contractual basis **through Manpower Providing Agency** for intensifying the NSC Marketing and NSC Brand Promotion to increase the sale production of various Hybrids and Vegetable Seeds. The positions are available at NSC, Regional Office, Lucknow and within the States of Uttar Pradesh and Uttarakhand. **Full address of our Regional Office is National Seeds Corporation Ltd, Lakhya Plaza, INS-19, Sector 7C, Vrindavan Yojna, Amar Saheed Path, Lucknow- 226 029**

Sr. No.	Name of Position	No. of Position	Educational qualification (s) , Experience Age, Pay Scale etc.
1.	Data Entry Operator/Typist (English & Hindi) Asstt Store	10 (Lucknow, Bareilly, Kanpur, Varanasi, Hempur, Shahjahanpur, Gorakhpur, Agra)	Graduate with six month Computer Course- Minimum 01(One) year experience in relevant field of work. OR Intermediate with one year computer course - Minimum 01(One) year experience in relevant field of work For Asstt Store- 12 th pass with one year experience for handling of store work. <u>Remuneration:</u> Will be as per the minimum wages Act, as declared by the State Govt. from time to time.
2.	Security Guard	17 (Kanpur, Hempur, Rudrapur, Safedabad, Bareilly, Meerut, Gorakhpur, Varanasi, Shahjahanpur, Agra)	8 th pass, preferable Ex-Serviceman. <u>Remuneration:</u> Will be as per the minimum wages Act, as declared by the State Govt. from time to time.
3.	Driver	01 (Lucknow)	8 th pass with driving licenses (LMV) <u>Remuneration:</u> Will be as per the minimum wages Act , as declared by the State Govt. from time to time.
4.	Safai Sewak	01 (Lucknow)	5 th pass <u>Remuneration:</u> Will be as per the minimum wages Act , as declared by the State Govt. from time to time.

GENERAL INSTRUCTIONS:-

Interested Manpower Supplying Agencies may download Tender Document from www.indiaseeds.com, eprocure.gov.in, indiaseeds.eproc.in. For payment of tender fees Rs. 590/- (includes GST) & EMD amount Rs. 50,000/-, please follow instruction of **Section-III**. E-tender website is indiaseeds.eproc.in. Computation of educational qualification(s), age limit and experience(s) will be counted as on 01.01.2021.

Regional Manager

1. SCOPE OF WORK/CONTRACT

Services to be provided on all working days during the normal general shift duty hours from 09.00 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. Presently, NSC is observing six days working in a week. Persons so engaged, may be called on Saturday as per requirement without any extra remuneration. However, if called to work on Sundays/ National Holidays the engaged persons be paid one day remuneration.

1. The persons engaged to will be paid remuneration as stated above.
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 EPF, 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 RTGS 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-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 60 days** from the last date of submission of tender documents.

3. GENERAL INSTRUCTIONS

Interested agencies can apply online duly completed tender proposal on or **before 17.03.2021 by 1300 hrs.**

The tender should be submitted strictly as per prescribed format along with 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. Submission of e-tender along with documents against the tender documents will be the sole responsibility of the responding agency.

4. SUBMISSION OF PROPOSAL

The Technical Bid and the Financial Bid duly signed on every page including annexures /appendices shall be submitted. All the relevant documents except Financial Proposal shall be enclosed with the Technical Proposal.

“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

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 fulfil 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 **17.03.2021** at **1500 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 **17.03.2021** 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. 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 two 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/ Service Tax, ESI,PF etc (proof in this regard may be attached)
4. **Tender Fees ₹ 590/- (including 18% GST) & EMD of ₹ 50,000/- (Rupees Fifty thousand only) has to be remitted through RTGS.** For EMD & tender fees please follow instruction of Section-III. E-tender website is indiaseeds.eproc.in. Security Deposit/Performance guarantee is Rs. 1.00 lacs. EMD of successful bidder will be converted by NSC as a interest free Security Deposit/ performance guarantee. Further successful bidder has to deposit addition ₹ 50,000/- toward difference of security deposit. 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. EMD for unsuccessful bidders will be refunded after completion of tender process i.e issue of work order.
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, Service tax registration and registration under applicable laws and should submit copies of the same.

Consortium bidding to full fill 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. 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 24 (in various category) workers are engaged through outsource agencies in all the categories (this number is indicative only).

9. FORCE MAJEURE

- i) 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.
- ii) 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.
- iii) 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.

11. EARNEST MONEY DEPOSIT

The Manpower Providing Agency /Service providing agency has to remit **Earnest Money deposit (EMD) ₹ 50,000/- (₹ Fifty thousand only) through RTGS. MSME's registered firm are exempted for tender fees & EMD amount.** For payment of EMD please follow instruction of Annexure III of tender documents. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal or issue of work order in favour of successful bidder. The EMD of the selected Manpower Providing Agency /Service provider agency will be converted in security deposit & 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.

Security Deposit: Security deposit is ₹ 1.00 lacs. EMD of successful bidder will be converted as Security deposit. Successful bidder has to deposit Rs. 50,000/- additional for security deposit.

12. OTHER TERMS AND CONDITIONS

Other terms and conditions:-

- a) Online tender should complete on or before **17.03.2021 by 1300** hrs and the tender will be opened on the same date **at 1500 hrs.**
- b) The technical bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since 2018-19, registration of GST/Service tax, 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 different categories Data Entry Operator/typist, Asstt Store, Security Guard, Driver & Safai Sewak 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) 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. All the staff provided by the Agency must preferably be possessing requisite qualification and experience.
- 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 staff 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 lay down by or under any law in force and as amended from time to time. For comply of this provision, NSC will pay minimum wages amended time to time.
- 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.
- 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) **The Agency should first pay the salary to the staff and submit the bills [along with receipts having paid the salary to the staff] for reimbursement/releasing the payment.**
- s) Notice inviting tender 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.

Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified i.e March 2022.

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/Security Deposit 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 the Manpower Providing Agency /Service providing agency found non payment of wages to manpower engaged even after release of payment from NSC side.

(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/Security Deposit 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.

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 & will pay minimum wages applicable time to time.

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 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.

17. ARBITRATION

In case any dispute arises between NSC and the other 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 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 be 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."

18. 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.

19. Performance Guarantee

- i) The successful bidders will have to submit performance security to ensure due performance of providing timely and efficient manpower as Manpower Providing Agency /Service providing agency to an amount of Rs 1.00 lacs (Rupees One lacs only) in the form of an RTGS payment/Demand Draft in the name of National Seeds Corporation Ltd.

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

**REGIONAL MANAGER
NATIONAL SEEDS CORP. LTD;
LUCKNOW
For & On behalf of NSC**

Section-I

Financial Bid

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

S. No.	Name of manpower	Remuneration per month	EPF/ESIC contribution	Monthly service charge against each category (excluding GST/Service tax)
1	Data Entry Operator/Typist	Minimum wages as declared by State Govt time to time.	(in percentage)
2	Security Guard		(in percentage)
3	Driver		(in percentage)
4	Safai Sewak		(in percentage)

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

*** 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 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:

Signature of Authorized Signatory:

Date:

Name and Seal of the bidder:

Section-II

TECHNICAL BID

S.No.	Particulars	Details
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 Lucknow provide local branch address at Lucknow	
4	Telephone number and mail id	
5	PAN No	
6	GST/Service Tax registration	
7	Nos. of Manpower provided to various organizations	
8	Executive summary about the agency	
9	EPF & ESI registration (copy attach)	
10	Details of tender fees & EMD	

11 Details of Manpower provided in PSUs/Govt. etc during last three years **(upload 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

Declaration to be given on letter head duly signed by authorized person of firm/company:

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)

SECTION -III

NATIONAL SEEDS CORPORATION LTD. INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- (iv) **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- (v) **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 (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days, contact no. 8130606629.
- 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 ₹ 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail (nsclsupport@c1india.com) intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays.
- 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 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSME are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support PH: **0124-4302033/36/37, nsclsupport@c1india.com** .

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.

V. DISCLAIMER:

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

AGREEMENT

This agreement is executed at Lucknow between National Seeds Corporation Ltd. (A Government of India Undertaking), a Company incorporated under the Companies Act – 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi – 110012 (Here in after called NSC which expression shall unless excluded by a repugnant to the context be deemed to include it's successor and assign (s) of the one Part and M/s (herein after called contractor which expression shall unless exclude by or repugnant to the context be deemed to include it's successor and assigns) of the other part.

Whereas, the NSC had invited Tender on dtfor appointment of Service Provider and The rates offered by the tenderer have been agreed to by the NSC Ltd. for the FY year 2020-21.

NOW THIS AGREEMENT WITNESSED

1. That the terms & conditions spelt out in the tender form as incorporated in Schedule-I attached to this agreement shall form part of the agreement & be binding on the parties & their relationship shall be governed the same.

2. All payments payable or claimable under the agreement shall be paid & claimed at Regional Office Lakhya Plaza, INS-19, Sector 7C, Vrindavan Yojna, Amar Shaheed Path, Lucknow -226 029.

3. That the agreement/contract shall be valid for period fromto, unless extended by mutual consent of parties, on the rates agreed in work order no
4. In case any dispute arises between NSC and the other 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 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 be 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."

IN WITNESS WHEREAS the parties have set their hands on the day ofmonth 2021 for financial year 2021-22

(Signature of the Job Contractor)

(Signature of the Regional Manager)

Full Address & Contact No.

For & behalf of

National Seeds Corporation Ltd.

1. WITNESS :

Signature, Name & Address

2. WITNESS :

Signature, Name & Address