

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

CENTRAL STATE FARM, JAWALGERA, (Disst.-Raichur)

(CIN No.: U74899DL1963GOI003913)



TERMS & CONDITIONS OF TENDER CONTRACT FOR

Providing Security Contract to prevent the damages to crops & movable/immovable properties of 2960 hectare Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, Fodder haystacks, Godowns etc. as well as their safety from Fire.

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 24.05.2021/ 3.00 pm
DATE / TIME OF CLOSING OF TENDER	: 15.06.2021/ 3.00 pm.
OPENING OF TENDER (TECHNICALBID)	: 15.06.2021/ 3.30 pm
OPENING OF TENDER (FINANCIAL BID)	: After completion of Technical Bid Process
COST OF TENDER (Non-refundable)	: Rs.590/- (Five Hundred Ninety Only) Including GST
EARNEST MONEY DEPOSIT (Refundable)	: Rs.1, 00,000/- (One Lakh Only)
WEBSITE	: www.indiaseeds.com , www.indiaseeds.eproc.in .

INDEX

S.No	DESCRIPTION	PAGE No
1	Notice Inviting Tender (NIT)	03
2	PART-A	04
3	Section – I: Instructions to Tenderer / Bidder –Online Mode	05
4	PART-B	07
5	Instructions to Tenderer /Bidder	08
6	General Terms & Condition of Contract	09
7	Technical Bid - Annexure-A	13
8	Financial Bid – Annexure-B	14

NationalSeedsCorporationLimited

(AGovernmentofIndiaUndertaking)
CENTRAL STATE FARM, JAWALGERA
Tq.Sindhaur, Dist.Raichur-584143

NOTICE INVITING E-TENDER

No.:CSF/JWL/Security/3(15)/2021-22/

Dated: 24.05.2021

National Seeds Corporation Limited, Central State Farm, Jawalgera invite tenders through e-tendering for providing Security Contract to prevent the damages to crops & movable/immovable properties of 2960 hectare Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, fodder haystacks, godowns etc. as well as their safety from Fire.

Particulars	Details
Name of the tender	Security Contract
Location	Central State Farm, Jawalgera, Tq.Sindhaur, Dist.Raichur, Karnataka – 584143
Date of issue of NIT	24.05.2021
Tender Document Download Start Date / time from website https://indiaseeds.eproc.in , www.indiaseeds.com	24.05.2021 03:00 PM
Tender Document Download End Date / time	15.06.2021(Till 03.00 PM)
Date and time for submission of online bid	From 24.05.2021, 03:00 PM. to 15.06.2021 Till 03.00 PM.
Date and time of opening of Technical Bid and Price Bid via Online mode	15.06.2021 at 03.30 PM
Tender Fee (To be pay online)	Rs.590(Five Hundred Ninety only)including GST
EMD (To be pay online)	Rs.1,00,000 (One Lakh Only)
Address for Communication	National Seeds Corporation Limited, Central State Farm, Jawalgera, Tq.Sindhaur, Dist.-Raichur-584143.
Clarification required if any the Contact Person is	Security Officer, Sh.Manoj Kumar, Mobile:9466672923

1. Tender without EMD and Cost of tender (to be pay through online) will be rejected.
2. The successful tenderers should remit Rs.2,50,000 as security deposit, by adjusting the EMD already paid.
3. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Farm Head

PART – A

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- **C1 India Private Limited:** Service provider to provide the e-Tendering 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>.

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.

1) PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online/offline mode following the instructions appearing on the screen /NIT. Page **3** of **14**

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking/ Debit Card/Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

2) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its 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 decrypt 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 its e-bid.

3) 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.

4) DISCLAIMER:

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

PART –B

NATIONAL SEEDS CORPORATION LIMITED

INSTRUCTIONS TO THE TENDERES / BIDDER

ADVICE FOR BIDDERS:

The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in tender document.

Tender Cost (Non-Refundable): Tender cost Rs 590/- (Five Hundred Ninety only) (Including GST) must be paid in online mode only (As per instruction in Section-I).

Earnest Money Deposit (Refundable): EMD amount Rs. 1,00,000/- (Rupees One Lakh only) must be paid before due in online mode only (As per instruction in Section-I). Exemption of EMD for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Service provider who are Micro, Small & Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of EMD provided to furnish photocopy of valid registration with NSIC under the single point registration scheme for the quoted stores in support of claim along with their requested letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30th June 1981 only. (Registration certificate to be attached.)

Eligibility Criteria: Any Contractor fulfilling the technical eligibility as per **Annexure A**.

Submission of Offer: Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

BID OPENING AND EVALUATION: Bids will be open in Online Mode (As per instruction in Section-I).

AWARD OF CONTRACT: The technical bid will open first and based on the purchase / sale committee will scrutinise the bid submitted and evolve the successful bidder for financial bid. Purchase / sale committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.

Notification of award: Prior to the expiration of the period of bid validity Selection Committee will place a firm order or notify the successful Bidder in writing.

Cancellation of Work order: NSC reserves the right to cancel the contract at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

**NATIONAL SEEDS CORPORATION LIMITED,
CENTRAL STATE FARM, JAWALGERA**

Terms & Conditions for providing Security Contract to prevent the damages to crops & movable/immovable property of 2960 hectare Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, Fodder haystacks, Godowns etc. as well as their safety from Fire.

1. The security contract will be for a period of one year i.e. from 01.08.2021 to 31.07.2022 which can be extended for 6 months/1 year with same terms and condition at the discretion of the Competent Authority, if the service so provided found to be satisfactory. Similarly Competent Authority may cancel the contract at any stage or reduce the period of contract after giving 15 days' notice, without giving any reason thereof.
2. The tender documents can be view, download and apply through online mode only through our website:-indiaseeds.eproc.in / indiaseeds.com
3. The prospective tenderer shall have to pay Rs.590/-(Including GST) tender cost (Non-refundable) through online mode only and shall have to deposit EMD Rs.1,00,000/- through online mode only for participating in the tender. The EMD amount of successful tenderer shall be adjusted with the amount of security deposit and will be refund to tenderer on satisfactory completion of security contract without any interest, while that of the unsuccessful tenderer shall be refunded without any interest on such amount.
4. The tender will have two parts i.e., Technical & Financial bids.
The contractor have to offer their rates in the financial bid as per Annexure - B for providing security at the farm. The bidders will have to submit copies of required documents for technical bids as per Annexure-A.
5. Security deposit for an amount of Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand Only) will have to deposit through RTGS in our Bank A/C or through DD in the name of "National Seeds Corporation Limited" payable at SINDHANUR by the successful tenderer within 5 days of receipt of the work order. The security deposit will be refunded without any interest on successful completion of security contract.
6. The tenderer should have experience of minimum two years for providing security govt. / public sector or minimum three years in private sector. The agencies having desired experience and registered with The Director General of Resettlement Department, Govt. of India may also participate.

7. The individuals/agencies who have been involved in any anti-farm activities or black listed by any government/public sector department will not be eligible to participate in the tender. The tenderer should not be the relative of blacklisted person, like his wife, son & any other relative. The tenderer should not be a relative of any employee of the farm/corporation.
8. The contractor will have to ensure the security of all movable/immovable properties of 2960 hectare Farm Area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, fodder haystacks, godowns etc. as well as their safety from Fire and whole responsibilities regarding the security aspects of such properties will be lying upon the contractor. In case, any loss occurred to Farm's properties in the allotted security area of the farm, the committee constituted by the Competent Authority will assess the quantum of loss and the same will be recovered from the monthly bill and/or security deposits of the contract and if required, the contract will be cancelled after giving 15 days notice.
9. Since the presence of the contractor is very much essential for the security of all movable and immovable properties of the farm and to properly supervise the security personnel deployed for security duties, either the contractor or one of his authorized supervisors should reside at the farm and follow the instructions of Security Official of the farm during the contract period. The contractor will be responsible for 24 hours security of the farms' properties. He or his authorized supervisor cannot be absent from the farm for a long duration without intimation to the Security Officer. If the contractor voluntarily quit the security work during the contract period, then, nothing will be paid to him and security deposits will be forfeited.
10. The contractor will depute only skilled security guards aged between 18 to 50 years for the security of all farm properties standing crops, trees, plants, woods, farm machineries, engine pumps, diesel, boundaries and buildings, fodder blocks, fisheries unit, haystacks, godowns, seeds and agrochemical stocks etc. in different chaks/points as informed by Security Officer and his subordinates. The complete security material i.e. uniform, whistle, lathis, and torch etc. will be provided to the security personnel by the contractor. The NSCL will not provide any material & Vehicle. The contractor has to arrange the same.
11. The contractor will have to ensure that all of his security personnel and supervisors shall discharge their duties with integrity and honesty and should not indulge in the negative, unlawful activities/incidence detrimental to the interest of the farm. All of his security personnel should make good liaison with all farm officers and officials. Any of his security personnel can be discontinued by the Security Officer of the farm without assigning any reasons. Verification of Character & Antecedents of the security guard/labourer to be engaged / deployed will be submitted by the contractor on their engagement.
12. The roaming cattle/unauthorized sheep/goat will be caught by the security personnel of the contractor and sent to cattle-house of the farm without causing any injury to them. The contractor should be abiding by the existing rules/regulations and Acts regarding Environment and Animal Protection and he will be responsible for violation of any such regulations.

13. The contractor should abide by all existing rules and regulations of labour Laws /Acts and legislation and he will be sole responsible regarding this. The wages of security personnel will be paid upto 7th day of every month by the contractor as per the minimum wages Act 1948 applicable on Karnataka and if he does not do so, the bill of the contractor will not be paid by the farm. He should also submit the proof of EPF/ESI pay & Payment of wages to security personnel engaged every month after that his monthly bill will be paid.
14. The contractor should strictly abide by all the instructions given by the Security Officer of farm from time to time. If the contractor fails to maintain the security aspects of the farm and violates any of the terms and condition written here-in-after, the farm management will cancel the contract and forfeit the whole security deposits without assigning any reason thereof.
15. The contractor will have to pay GST /income tax and any other tax which are applicable as per Rules/Act.
16. The Contractor should pay the compensation; if any, payable to any of his security personnel due to injury or disablement, snake bite and he should also be abide by the labour Act and Rules. The personnel supplied by the contractor will be the employees of the contractor & there will be no master servant relationship between the NSC & the Contract labour/security guard. The whole responsibility of his men and material will be that of the contractor. He should also ensure the minimum wages and all benefits to his security personnel under the provisions of existing Rules, Regulation and Acts of State/Central Government and also ensure insurance scheme coverage of the security personnel, if they are not covered under the ESI by the contractor, failing which security contract will be cancelled and security deposits will be forfeited.
17. The contractor will have to submit the details of the particular security personnel to be engaged before engagement to the Security Officer on monthly basis.
18. If the contractors do not perform the security of the farm properties in the events of occurrence of any unforeseen natural calamity which are beyond the control of human beings, the decision of the farm management will be final in this regard.
19. The contractor will not be allowed to sub-let the contract to any other firm/company, directly or indirectly. In the event security contractor contravening this condition, NSC shall be entitled to terminate the contract & Forfeit the EMD Security Deposit.
20. The work of security should be executed up to the satisfaction of the Farm Authorities and the contractor should strictly abide by the instructions given by the Security Officer from time to time. If the contractor fails to maintain the security aspects of the farm and violates any of the terms and conditions written there-in-, the work allotted shall be cancelled and the entire amount paid including security shall be forfeited.
21. If any negligence on the part of security personnel is occurred at any sensitive security points of the farm, then, a deduction of Rs.1000/- per point per day will be made by the farm from the monthly bill of the contractor without serving any notice.

22. The Contractor has to execute an agreement in Rs.500/- non judicial stamp paper incorporating all the terms and conditions of security contract and has to sign on each page of the terms and conditions after receipt of work order. The Cost of stamp paper has to be borne by the party.
23. The contractor will ensure uninterrupted supply of water through farm outlet during authorized period by deputing sufficient number of security personnel at farm outlets.
24. If any theft/loss/quarrel and illegal activity has occurred in the farm premises, the contractor will lodge a F.I.R. with the local police station and will submit a copy of the F.I.R. to Security Officer of the farm within 24 hours of incident and the expenses thereon will be borne by the contractor.
25. Contractor will ensure that after harvesting of crop, no animal will enter the farm area without grazing permit, failing which, the loss as assessed by the farm management will be recovered from the monthly Bill/Security deposit of the Contractor and action as deemed fit will be initiated against him.
26. The contractor will have to submit the weekly security report to the Farm Security Officer/ Director(Farm)
27. Contractor should have the knowledge in English & Hindi, apart from local language.

ARBITRATION CLAUSE:

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 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.

The terms and condition have been announced/readout before the auction and/or told to me in my local language.

I have gone through the terms and condition of the above contract or I have been explained the essence of the contract in my local language and I hereby agree & abide by the above condition and all these terms & condition will be a part of agreement between Central State Farm, Jawalagera and me. The agreement is signed by me without any prejudice/pressure/before the witnesses in full conscience.

I/We sign this contract.

Form for Technical Bid

**The Farm Head,
National Seeds Corporation Limited,
Central State Farm, Jawalgera,
Tq. Sindhanur, Distt. Raichur,
KARNATAKA-584143.**

Subject: Tender for providing security to movable-immovable property at the farm.

Sir,

I/We _____ (Specify the status of the contractor i.e., whether proprietary concern, partnership, company etc. and attach particulars thereof) having read the tender documents and the various terms and conditions of contract attached herewith, hereby agree to abide by the same.

1. Name of Tenderer: _____
2. Permanent Address: _____

3. Telephone No. _____ Mobile No. _____
4. PAN No. _____ (Copy must be enclosed)
5. GST No. _____ (Copy must be enclosed)
6. ESI Registration No. _____ (Copy must be enclosed)
7. PF Registration No. _____ (Copy must be enclosed)
8. ID No. (Voter ID/ Aadhar Card, etc.) _____ (Copy must be enclosed)
9. Experience details: _____ (Copy must be enclosed)
10. Registration details with labour department _____ (Copy must be enclosed)
11. Security Service License issued under PSAR Act, 2005 (Copy must be enclosed)
12. Undertaking on Rs.50/- stamp paper regarding Non- blacklisting/debarring of the Firm by any Central/PSU/Quasi Govt. / Autonomous Body. (Copy must be enclosed)
13. Name of representatives of agency, participating in tender process (authorization certificate.) in company's letter head. (Copy must be enclosed).
14. A copy of any other registration taken from Government Department for running the business of Security Agency in compliance of statutory requirement. (Copy may be enclosed)

Form for Financial Bid

**The Farm Head,
National Seeds Corporation Limited,
Central State Farm, Jawalgera,
Tq. Sindhanur, Distt. Raichur,
KARNATAKA-584143.**

Subject: Tender for providing security to movable-immovable property of the farm.

Sir,

The details of rate for providing the security to movable-immovable property of the farm is as under:-

Sl. No.	Particular	Period	Rate per month (Rs.) (including all TAX)
1.	Providing Security to crops and movable/ immovable properties of 2960ha farm area including Residential Colony, Guest House, Office premises, Workshop, Fisheries unit, Fodder Block, Fodder haystacks and Godown etc. as well as their safety from Fire.	One Year	
Amount in words: -			
