

**NATIONAL SEEDS CORPORATION LIMITED**  
(A Government of India undertaking-Mini Ratna Company)  
**Office: Central State Farm- Jawalgera (Raichur)**  
(CINNO:U74899DL1963GOI003913)



**e-Tender Notice**

**Providing of Manpower (Computer Operators, Mechanics, Machinemans, Field Assistants, Drivers, Helpers & Labours) on Contract Basis at CSF-Jawalgera (Raichur)**

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**TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY**  
**ON NSC e-Portal: <http://indiaseeds.eproc.in>**

<b>Cost of Tender document</b>	<b>₹590.00 (Including GST @ 18%) (Non-Refundable)</b>
<b>Earnest Money Deposit (EMD)</b>	<b>₹50,000.00</b>
<b>Tender Document Available For Online Submission</b>	From 18-05-2022 at 10.00 Hours To 07-06-2022 at 15.00 Hours
<b>Opening Of Tender (Technical Bid)</b>	07-06-2022 at 15.30Hours
<b>Opening Of Tender (Financial Bid)</b>	Immediately after evaluation of Technical Bid
<b>Name &amp; Address of the Authority</b>	Head of the Farm, NSC, B.O. Central State Farm- Jawalgera, PO. Via Sindhanur, Distt.: Raichur. State: Karnataka, Pin Code No.: 584 143
<b>Telephone</b>	9199990484
<b>E-Mail</b>	<a href="mailto:csf.raichur@indiaseeds.com">csf.raichur@indiaseeds.com</a>
<b>Website</b>	<a href="http://www.indiaseeds.com">www.indiaseeds.com</a>
<b>E-Tender website</b>	<a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a>

# NATIONAL SEEDS CORPORATION LIMITED

(A Government of India undertaking-Mini Ratna Company)

**OFFICE: Central State Farm-Jawalgera (Raichur)**

TN No.NSC/CSF/JWL/2-2 (5-A)/HR/2022-23

Dated: 18<sup>th</sup> May, 2022

## **TENDER NOTICE**

**Inviting e-Tender for providing manpower (Computer Operators, Mechanics, Machinemans, Field Assistants, Drivers, Helpers & Labours) on Contract Basis at CSF-Jawalgera (Raichur).**

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National Seeds Corporation Limited (NSCL), a fast growing “Mini-Ratna” Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of Certified Seeds, NSC, Central State Farm-Jawalgera (Raichur) invites **E-Tenders** through NSC E-Procurement Portal (<http://indiaseeds.eproc.in>) under two bid systems from reputed and experienced Manpower Providing Agency / Service Provider to provide manpower on outsourcing basis at NSC, Central State Farm-Jawalgera (Raichur). Detailed eligibility & other criteria may be viewed from the tender document. NSC reserves the right to modify, expand, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons.

The cost of tender document (non-refundable) of ₹500/-+GST 18%and consolidated amount of EMD can be paid through NSCE- Portal (<https://indiaseeds.eproc.in>) **Online Payment Gateway only.**

The tender document containing Tender Forms, Specifications, Terms and Conditions, destinations etc. can be seen and downloaded from our portal <https://indiaseeds.eproc.in>. Tender Document can also be downloaded from NSC’s website: [www.indiaseeds.com](http://www.indiaseeds.com) or Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). A bid without payment of Tender cost and EMD is liable for rejection. However, *MSMEs registered with NSIC or MSME vendors having Udoyg Aadhar Memorandum or registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or National Small Industries Commissions (NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME are exempted from payment of Tender cost and EMD, subject to furnishing valid documentary proof in support of claim along with their request letter.*

Bidder has to submit the online tender by following the instructions appearing on the screen /NIT on the portal<https://indiaseeds.eproc.in>.

Any further corrigendum(s) to this tender shall be published only on our website/ e-portal. Hence, all concerned are requested to follow up the website/e-portal regularly.

**Head of the Farm**

# **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>.

### **(1). ACCESSING/ PURCHASING OF BID DOCUMENTS:-**

- a. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link [www.cca.gov.in](http://www.cca.gov.in) C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. At mobile no. +91-8130606629 for DSC related queries or can email at [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com)
- b. 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 1year.
- c. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- d. 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>.
- e. 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).
- f. 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.
- g. Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- h. For help desk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph:0124-4302033/36/37, [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com).
- i. 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.

### **(2). PREPARATION SUBMISSION OF APPLICATION:-**

- a) 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.
- b) Tenderer/ Bidder can pay tender document Fee as per tender document online through Internet Banking/ Debit Card/ Credit Card.
- c) A Tenderer /Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

**(3). MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF BIDS:-**

- a) 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.
- b) 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.
- c) For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload/ re submit digitally signed modified bid.
- d) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

**(4). OPENING AND EVALUATION OF APPLICATIONS:-**

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.

**(5). DISCLAIMER:-**

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

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# **PART-B.**

**NATIONAL SEEDS CORPORATION LIMITED- JAWALGERA**  
**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 the tender document.

**TENDER FEE (NON-REFUNDABLE):-**

Tender fee **Rs.500/- (Rupees Five Hundred only) +GST @ 18% i.e. Rs.590/- (including GST)** must be deposited in online mode only (As per instruction in Section-I).

**EARNEST MONEY DEPOSIT (REFUNDABLE):-**

EMD amount **50,000/- (Rupees Fifty Thousand only)** must be deposited 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, Indian manufacturers / suppliers who are Micro and Small Enterprises (MSE) 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 if 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 upto 30<sup>th</sup> June 1981 only. (Registration certificate to be attached.)

**SUBMISSION OF OFFER:-**

Offer must be submitted in prescribed tender in put 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 information committee will scrutinize 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 Bidders 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.

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**GENERAL CONDITIONS OF CONTRACT (GCC)****1. GENERAL INFORMATION:-**

National Seeds Corporation Limited (NSCL), a fast growing “Mini Ratna” Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of Certified Seeds, NSC, Central State Farm-Jawalgera (Raichur) invites **E-Tenders** through NSC E-Procurement Portal (<http://indiaseeds.eproc.in>) under two bid systems from reputed and experienced Manpower Providing Agency /Service Provider to provide manpower on outsourcing basis at NSC, Central State Farm-Jawalgera (Raichur).

**2. TERMINOLOGY:-**

Unless the context otherwise required, the following terms whenever used in this document have the following meanings:

Contract	Means the Contract signed by the parties, to which these GCC are attached together with all the documents listed/ required in such signed Contract.
Government	Means Government of India or State Government, as the case may be.
Competent Authority	Means Competent Authority of National Seeds Corporation Ltd., (NSCL).
Corporation/NSC	Means National Seeds Corporation Limited.
Agency/Agencies	Means Manpower providing Agencies/ Service providers.
Applicable Law	This contract including all matters with this contract shall be governed and construed in accordance with the Indian Laws both substantive and procedural and shall be subject to the exclusive Jurisdiction of Courts at Raichur.
Party	Means the Corporation OR the Agency/Service provider, as the case may be and Parties means both the Corporation and Agency/ Service provider.

**3. SCOPE OF WORK/ CONTRACT:-**

- a) In performing the terms and conditions of the Contract, the Agency shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and agent between NSC, CSF-Jawalgera (Raichur) and the Agency. The Agency shall not act or attempt or represent itself an agent of NSC, CSF-Jawalgera (Raichur). 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 Agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be employees of the NSC, CSF-Jawalgera (Raichur).
- b) Services to be provided on all working days during the normal general shift duty hours from 09.30 am to 05.30 pm with One hour lunch break. It could, however be changed to shift duties, in the case of Technical and other similar types of duties, as per requirements. In case, the services are not given for a particular day or if outsourced worker is found absent/absconding from the place of duty, proportionate recovery (i.e. on pro-rata basis) will be made at the quoted rates of rupees (i.e. in Service Charges) per person. Presently, NSC, CSF-Jawalgera (Raichur) is observing six days working in a week.



4. **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.

- (a) **Technical Proposal:-** The Evaluation Committee appointed by NSC, CSF-Jawalgera (Raichur) shall carry out its evaluation for the technical proposal. The technical proposal will be opened on 07.06.2022 at 15.30 Hrs at the address given above and the Agencies are at liberty to be present personally or through their authorized agents at the time of opening. In case 07.06.2022 is declared as holiday, the tender will be opened on the next working day.
- (b) **Financial Proposal:-** Financial proposal of only those agencies which fulfill the technical criteria will be opened and the date and time of opening of financial proposal will be decided & intimated by NSC, CSF-Jawalgera (Raichur) to such bidders separately. Agencies are at liberty to be present personally or through their authorized agent at the time of opening financial proposal. Financial proposal should be inclusive of all taxes including GST where the GST amount should be mentioned separately.

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

5. **SELECTION OF SUCCESSFUL AGENCY:-**

- a) The successful bidder/Agency after qualifying on the basis of Technical Proposal enclosed at **Annexure-I** would be selected on the basis of lowest quoted rate as per the form at enclosed at **Annexure –II**.
- b) Firm/Agency should quote amount for providing every one person in above the categories separately on monthly basis. Lowest bidder in all categories with service charges will be taken for consideration to deciding and no partial work order will be awarded for sub part of category. As far as possible single work order will be awarded for all categories. But in an unavoidable situation if no single bidder quoted lowest in all category, then only the split of work will be decided by Competent Authority.
- c) Financial evaluation for award of tender will be based on the total bid by the parties in all two categories together, it is therefore, the bidder/ agency should bid for all two categories mandatorily. The Offer shall remain valid for a period of 30 days from the last date of submission of tender documents. This offer is made after taking into consideration and understanding all the Terms and Conditions stated in the Tender documents and agreeing to the same.

6. **OBLIGATIONS OF THE AGENCY:-**

The Agency shall perform the Services and carry out their obligations with all due Diligence, Efficiency, Confidentiality and Economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe secured methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to NSC, and shall at all times support and safeguard NSC's legitimate interests in any dealings with the third parties.

7. **AWARD OF CONTRACT:-**

- 1) The contract shall be awarded to the Agency, by conveying acceptance of the proposal by NSC, CSF-Jawalgera (Raichur) through registered/ speed post/ courier. Negotiation with the agency, if needed will be done before award of contract.
- 2) All the terms and conditions as stated in the Tender documents, Appendices and acceptance conveyed by NSC, CSF-Jawalgera (Raichur) will constitute the contract between the Agency and NSC, CSF-Jawalgera (Raichur).
- 3) The selected agency is expected to commence the assignment on the date and at the location to be specified in the work order to be issued by NSC, CSF-Jawalgera (Raichur) as per its requirement and on the Terms & Conditions specified.
- 4) The requirement of Manpower is indicated in the Technical Bid. However, NSC, CSF-Jawalgera (Raichur) does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract.
- 5) The Manpower Providing Agency/Service Provider Agency will be engaged for ONE year from the date of issuance of Letter of Intent and which may be extended on as per same terms & conditions of the contract for one more year in the spell of 06 months/one year at a time on mutual consent, if service so provided found to be satisfactory as per Terms & Conditions of the contract.

**TERMS & CONDITIONS:-**

1. The Agency should have been in existence for the last Three (03) Years continuously i.e. since from 2018-19.
2. Should have last Three (03) Years working experience in similar nature of work in Central Govt. Ministries / Departments / PSUs / Autonomous Bodies / Statutory Bodies of GOI and MNC Company. (Certificate of last Three (03) Years for having performed the work / service satisfactorily in the said Ministry/ Dept. / Organization /MNC Company should be upload in e-Portal).
3. The agency should have a minimum Turnover of **₹ 50,00,000/- (Rupees Fifty Lakhs only)**, every year from manpower providing services related works in last Three (03) Financial Years. Audited financial statement for last Three (03) Years (i.e. 2018-19, 2019-20 & 2020-21 should be upload in e-Portal along with the technical proposal. In case segment wise result is not mentioned in the audited financial statement, a certificate to this effect may be enclosed from Company's Chartered Accountant.
4. The Agency should have the registration for GST, ESI, EPF, PAN, etc. (Proof in this regard should be upload in e-Portal).
5. Certificate/ License issued by Labour Department related to proving manpower and other works (Proof in this regard should be upload in e-Portal).
6. The Firm/Agency should not have been **Black listed** or **Debarred** by Government Organization /PSU etc. Agency should be upload an undertaking in e-Portal to this effect by submitting an undertaking on Rs.50/-e-Stamp Paper.
7. **EMD of ₹50,000/- (Rupees Fifty thousand only)** in the form of Account Payee Demand Draft (DD)/ NEFT/RTGS from any of the Commercial Banks or Payment online in an acceptable form, in favour of NSC, Sindhanur to be submitted. The EMD of successful bidder will be retained and others will be returned or adjusted against the Security Deposit/ Performance Guarantee. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal.

8. The successful bidder has to deposit an amount of **₹2,00,000/- (Rupees Two Lakhs only)** in the form of “**Insurance Surety Bonds**” or Account Payee Demand Draft (DD) or Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks or Payment online in an acceptable form, as Security Deposit/ Performance Guarantee, within Fifteen (15) Days of issue of Work Order along with execution of an agreement in Rs.500/- non judicial stamp paper. The Security Deposit will be refunded to the Agency on due and satisfactory performance of services on completion of all obligations by the Contract.
9. In case if the party breaches any clause of terms and conditions the service of the contract will be terminated and will be forced to forfeit the Security Deposit/ performance guarantee deposited by him.
10. The contract shall come into effect from the date of issuance of Letter of Intent by NSC, CSF-Jawalgera (Raichur). The selected Agency is expected to commence the assignment on the date and at the location specified in the work order to be issued by NSC, CSF-Jawalgera (Raichur) as per its requirement. If the Agency fails to commence the assignment within the specified schedule as per Work Order, the contract shall be liable to be terminated.
11. Services to be provided on all working days during the normal general shift duty hours from 09.30 am to 05.30 pm with One hour lunch break. It could, however be changed to shift duties, in the case of Technical and other similar types of duties, as per requirements. In case, the services are not given for a particular day or if outsourced worker is found absent/absconding from the place of duty, proportionate recovery (i.e. on pro-rata basis) will be made at the quoted rates of rupees (i.e. in Service Charges) per person. Presently, NSC, CSF-Jawalgera (Raichur) is observing six days working in a week.
12. The persons engaged to function as of Skilled, Semi-skilled & Un-skilled will be paid remuneration mentioned as under and also @ of existing minimum wages/duly revised during the currency of agreement as notified by State Government of Karnataka applicable to Agriculture Works from time to time.
 

<ol style="list-style-type: none"> <li>(a) DEO/Computer Operator</li> <li>(b) Mechanics</li> <li>(c) Machineman</li> <li>(d) Field Assistants</li> <li>(e) Drivers</li> <li>(f) Helpers</li> <li>(g) Labours / Workers</li> </ol>	}	@ Minimum Wages of Rates as notified by Government of Karnataka.
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  - 1) The details regarding Educational Qualification & other Qualification/ Certificates/ Documents, Salary in hand, deduction etc. is placed at **Annexure-III**. The rate of remuneration of above categories would be changed, if it will come below the rate of minimum wages declared by Government of Karnataka.
  - 2) The agency before engagement of any of the candidate must ensure that the candidate has requisite Educational Qualification, other Qualification, Working Experience etc., as prescribed in **Annexure-III** of this tender document.
  - 3) No service provider will collect any amount or deduction from wages as service charge/ administrative charge after engagement of staff so provided to NSC, CSF-Jawalgera (Raichur) on any account. Any compliant received from the staff engaged / to be engaged, the explanation will be asked from the agency which liable for penalize in terms of agreement or may lead to Termination of Contract.

- 4) Besides the above, NSC, CSF-Jawalgera (Raichur) will also pay subscription / contribution towards EPF, ESI in respect of the persons engaged for which the Agency have to produce necessary documents in individual name of the staff engaged for release of payment.
- 5) The remuneration of persons/workers engaged is needed to be paid on or before 10<sup>th</sup> of every month through on line transfer to the employee's Bank account. The necessary detailed slip of salary is to be provided to the employees. No cash disbursement of remuneration shall be allowed in any case and violation will lead to Termination of the Contract.

13 **Expiration of Contract:-**

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

- A. **Termination By Corporation (NSC):-** NSC, CSF-Jawalgera (Raichur) may terminate this Contract, by giving not less than thirty (30) days written notice of termination to the Agency, after the occurrence of any of the events specified below in clauses (a) to (c) of and sixty (60) days in the case of the event referred to in clause (d):
  - (a) If the Agency commits breach of the contract or does not remedy / rectify a failure in the performance of its obligations under the Contract.
  - (b) If the Agency becomes insolvent or bankrupt,
  - (c) If, as the result of FORCE MAJEURE, the Agency is 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 performance guarantee shall stand forfeited in addition to banning of Agency for a period of 2 years.
- B. **By Agency:-** The Agency may terminate this Contract, by giving not less than sixty (60) days' written notice to NSC, CSF-Jawalgera (Raichur) if it fails to pay any undisputed amount due to the Agency under the Contract, provided that if NSC, CSF-Jawalgera (Raichur) pays such amount within the notice period such termination notice shall become in fructuous.
- C. **Payment upon Termination:-** NSC, CSF-Jawalgera (Raichur) at its sole discretion may decide & pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of terms of contract by the Agency.

14 **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.

- a) The obligations of NSC, CSF-Jawalgera (Raichur) and the 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.

- b) 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 in so far as such inability arises from an event and such impossibility subsists for not less than 60 days.
- c) 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.
- d) The 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 only if the purpose of NSC fulfilled partly to proceed further. Decision of NSC, CSF-Jawalgera (Raichur) in this regard is final.

15 **INDEMNITY:-**

The Manpower Providing Agency/ Service provider agency hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NSC, CSF- Jawalgera (Raichur) 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.

16 **AGREEMENT:**

The successful bidder will have to enter into an Agreement in Rs.500/- non judicial stamp paper, within 15 days from the date of issue of work order along with “**Insurance Surety Bonds**” /Performance/ Security Deposit.

17 **OTHER TERMS AND CONDITIONS:**

- a) Rates should be quoted separately for each staff provided under categories of Skilled /Semi-Skilled/ Unskilled Persons/ Workers for service charges in rupees per month.
- b) However the service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable. Otherwise his bid will be void-*ab-initio*,
- c) Offered rates should be valid for one year from the date of commencement of contract.
- d) Manpower will be supplied by the Agency as per actual requirement, which will be informed to the Agency generally with a notice period of more than 8 hours. However, in case of emergency, manpower has to be supplied at a short notice of 3 hours. In case of leave/ absence of any person engaged, an alternate arrangement has to be made by the Agency. Skilled manpower, such as Data Entry Operators, Mechanics, Machine man, Field Assistants, Drivers, Technical Assistant should possess the requisite qualification and experience. The Driver must have a valid heavy duty license.
- e) Payment for such engaged contract manpower to the Agency will be subject to provision of satisfactory service which may be certified by the Officers/ Sectional Heads, where ever they engaged. Deduction of statutory dues from the payments to the contract manpower and timely remittance thereof authorities concerned would be the sole responsibility of the Agency.

- f) Verification of Character and Antecedents of the labourers to be engaged / deployed have to be done by the agency on engagement i.e. before commencement.
- g) The contract employees provided by Manpower agency should not involve any such act that would lower the dignity of the NSC, CSF- Jawalgera (Raichur). In case, the quality of services of any personnel supplied is not found satisfactory, the NSC, CSF-Jawalgera (Raichur) shall have the right to return that person to the Agency, who shall provide a suitable replacement within twenty four hours.
- h) The Agency shall comply with all provisions of labour laws and other statutory requirements in relations to the persons engaged including payments of minimum wages as lay down by or under any law in force and as amended from time to time.
- i) The Agency shall maintain/produce/ the required records/documents as and when called for by the appropriate authority, as well as to NSC, CSF- Jawalgera (Raichur) to enable it to verify that, the Agency is complying with statutory requirements with regards to TDS of Tax, EPF, ESI and other Labour Laws, from time to time.
- j) 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.
- k) All liability regarding Government dues as well as any human loss/ injury during the course of work will be personal responsibility of the Agency. The Corporation, NSC, CSF-Jawalgera (Raichur) shall not be liable, in any case and an undertaking to this effect should be furnished by the Agency. NSC,CSF-Jawalgera (Raichur) 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 / miss-happening taken place at NSC, CSF- Jawalgera (Raichur) premises.
- l) The persons supplied by the Agency will be the employee of the Agency and there will be no master-servant relationship between the NSC, CSF-Jawalgera (Raichur) and the contract labourer/ workers. All the statutory liabilities and responsibilities will be that of the Agency and NSC, CSF-Jawalgera (Raichur) has no legal responsibilities on the same.
- m) The Agency shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- n) NSC, CSF-Jawalgera (Raichur) reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- o) Any changes in the terms of the document can only be made in writing and by mutual agreement. The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- p) Any notice, request, or consent made pursuant to the final contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/ speed post/courier to an authorized representative of the Party.
- q) Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NSC, CSF- Jawalgera (Raichur) or the Agency, may be taken or executed only by the officials authorized by their Competent Authority respectively.

- r) Unless otherwise specified, the Agency, and their personnel shall pay such taxes, duties, fees etc. as may be levied under Central / State law and the same will not be reimbursed by NSC, CSF-Jawalgera (Raichur) under any circumstances, whatsoever.
- s) Documents prepared by the Agency to be the Property of NSC, CSF- Jawalgera (Raichur). All plans, charts, specifications, designs, reports and other documents and software submitted by the Agency shall become and remain the property of NSC, CSF-Jawalgera (Raichur), and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NSC, CSF-Jawalgera (Raichur), together with a detailed inventory thereof. The Agency may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of NSC, CSF-Jawalgera (Raichur).

18 **MODE OF PAYMENT:-**

Manpower Providing Agency/ Service providing agency will raise the bill for the category of employees so provided with amount of EPF/ ESI (Employer and Employee contribution) and Service Charges (excluding Tax / GST). Along with Monthly Bill for payment, it is mandatory for Manpower Providing Agency/ Service providing agency to submit individual ESI / EPF Challans (ECR) against each staff engaged by agency and make available necessary ESI Cards to such persons. The payment to service provider agency shall be subject to TDS, other applicable Levies, Taxes / GST etc. under applicable laws shall be borne by parties concerned.

19 **ARBITRATION CLAUSE:-**

*“In case of 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 provisions, 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”.*

20 **JURISDICTION:-**

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

.....

**(To be submitted in online mode ‘Technical & Commercial Bid’)**

**Annexure-I**

<b>Sl. No.</b>	<b>Particulars</b>	<b>To be uploaded by the Bidder</b>
1	Name of Tendering Agency	Attach Certificate of Registration
2	(a) Name of the Proprietor/Director of Company/Firm/Agency (b) Telephone number (c) Fax number (d) Website address (e) E-mail ID (f) Mobile number (g) Official postal address of the agency.	To be filled in e-Portal
3	Bank Account Details	To be filled in e-Portal
4	PAN Number	Copy to be uploaded
5	GST Registration number	Copy to be uploaded
6	EPF Registration Number	Copy to be uploaded
7	ESI Registration Number	Copy to be uploaded
8	Professional Tax Registration Number	Copy to be uploaded
9	Labour License from Labour Department	Copy to be uploaded
10	Proof of existence since from 2018-19	Copy to be uploaded
11	MSME/NSIC Certificate/ Udoyg Aadhar Memorandum	Copy to be uploaded
12	Establishment Certificate issued by the Dept. of Labour as Retail Trade or Business under Karnataka State Shops & Establishment Act	Copy to be uploaded
13	Annual Turnover of last Three (03) Years; Copy of the IT Return/ Certified copy of Audited Balance Sheet from Chartered Accountant to be uploaded i.e. FY-2018-19, 2019-20 & 2020-21.	Copy to be uploaded
14	Certificate of last three years for having performed the work /Service satisfactorily in the said Ministry/ Dept./Organization/MNC Company should be uploaded in e-Portal.	Copy to be uploaded
15	Undertaking on Rs.50/-e-Stamp paper regarding Non-Blacklisting/ Debarring of the Firm by any Central Govt./ Quasi Govt./ PSU/ Autonomous Body/ Organization.	Copy to be uploaded
16	Undertaking on Letter Head of Firm/Agency declaring that “ <b>All liability regarding Government Dues as well as any Human Loss/ Injury/ Accident/ Miss-happenings taken place at NSC, CSF- Jawalgera (Raichur) premises, during the course of work will be personal responsibility of the Agency and NSC CSF- Jawalgera (Raichur) shall not be liable in any case and also not responsible, either directly or indirectly to pay any compensation to the deployed persons/workers</b> ”.	Self-certification to be uploaded
17	Names & Designation of Authorized Persons eligible to enter Into Contract. (Power of Attorney/ Affidavit in favor of person signing the papers to be uploaded)	Self-certification to be uploaded
18	Name of person to be contacted in the absence of Authorized Person mentioned above.	Self-certification to be uploaded
19	Declaration Certificate <u><b>Annexure-IV</b></u>	Self-certification to be uploaded



**(Comparative Statement of 'Commercial Bid')**

**Annexure-II**

Sl. No.	Category of Manpower to be required	Fix remuneration as per minimum wages of rates notified by government of Karnataka p.m. (subject to change if min. wages changes as applicable to Agriculture Works)	EPF		ESI		Total cost against each person engaged (3+4+6)	Price- (Amount of monthly service charges in rupees against each person to be engaged in each category <b>(Excluding GST)</b> . However, the same will be reduced proportionately i.e. on pro-rata basis depending upon no. of days present/absent of workers
			Employer's share @ 13%	Employee's share @ 12%	Employer's share @ 3.25%	Employee's share @ 0.75%		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Data Entry Operator / Computer Operator	Rs. ....						
2	Mechanics	Rs.....						
3	MachineMan	Rs.....						
4	Filed Assistants	Rs. ....						
5	Drivers	Rs.....						
6	Helpers	Rs.....						
7	Labours / Workers	Rs.....						

Note: The fixed remuneration may change as per our Head Office approval from time to time.

**TENTATIVE REQUIREMENT OF MANPOWER AT NSC,CSF-JAWALGERA  
(RAICHUR)**

Sl. No.	Category of Manpower	No of requirements (tentative)
<b>I. Skilled Staff</b>		
1	Data Entry Operator/ Computer Operator	1
2	Mechanics	2
3	Machine Man	1
4	Drivers	25
5	Field Assistants	8
<b>II. Semiskilled/ Un-Skilled Staff</b>		
1	Helpers	5
2	Labours/ Workers	10
	<b>Total</b>	<b>52</b>

**REQUIREMENT OF MINIMUM QUALIFICATION & EXPERIENCE**

Category of the Manpower	Minimum Qualification	Experience	Age
Skilled: – (a). Data Entry Operator/ Computer Operator, Mechanics, Machine man & Field Assistant	Graduate with Computer knowledge.	Minimum one year experience in relevant field of work	He / She shall not be less than 18 years old & more than 45 years old.
(b).Driver	Matriculate with Valid Driving (Light & Heavy) License	Minimum 2 (two) years' experience	
Semi-Skilled:– (a). Drivers /Helpers	Matriculate with Valid Driving (Light & Heavy) License	Minimum one year experience in the driving filed	
(b).Labour/Workers	Physically fit persons	Below 45 Years	

**Annexure-IV**

To	From
The Head of Farm	.....
National Seeds Corporation Limited	.....
Central State Farm-Jawalgera	.....
P.O. via Sindhanur,	.....
Raichur-584134(Karnataka),	.....

**DECLARATION**

I/We hereby certify that all the information uploaded / furnished are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC, CSF, Raichur Management.

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

Signature of Authorized Signatory  
with Stamp

Name:

Designation:

Date :

Place :