



राष्ट्रीय बीज निगम लिमिटेड
(भारत सरकार का उपक्रम-मिनिरात्न कम्पनी)
NATIONAL SEEDS CORPORATION LTD.
(A Govt. of India Undertaking- Miniratna Co.)
CIN: U74899DL1963G-OI003913



केन्द्रीय राज्य फार्म / Central State Farm

10 किमी0 सिरसा रोड, हिसार / 10 KM. Sirsa Road Hisar-125001

मुख्यालय: बीज भवन, पूसा परिसर, नई दिल्ली-12 / BEEJ BHAWAN, PUSA COMPLEX, NEW DELHI-12

CSF/HSR/Security/12-27 A/2023

Date : 27.12.2023

TENDER DOCUMENT

Tender form/ documents of contract for “Hiring the services for providing 30 nos unskilled Farm Labours for performing various variety of Agriculture works including Protection of farm crops and plants from birds/wild animals, barbed wire repairing, removal of obstructions in canal water flow, caretaking/maintenance of farm agriculture equipment’s and machineries and providing 16 nos security guards round the clock in different shifts for watch and ward services at 2 no gates and 3 nos godown premises of farm on contract basis at National Seeds Corporation Ltd, Central State Farm, Hisar”.

Central State Farm, 10 km Sirsa Road, Hisar-125001 is a unit of National Seeds Corporation Ltd, a CPSE under administrative control of Ministry of Agriculture and Farmer’s Welfare, Govt of India and having its Corporate Office at Beej Bhawan, Pusa Complex, New Delhi-110012. Central State Farm, Hisar is an Agriculture Farm situated in an area of approx. 6526 Acre having 15 chaks, Elite Progeny Orchard in 3 different Blocks and is involved in production of High Quality seeds of various crops. Apart from above, CSF, Hisar has 3 different Godown premises, 2 different Residential colonies in the area of premises.

The tenderers/firm interested in participation of tenders for providing 30 nos unskilled Farm Labours for performing various variety of Agriculture works including Protection of farm crops and plants from birds/wild animals, barbed wire repairing, removal of obstructions in canal water flow, caretaking/maintenance of farm agriculture equipment’s and machineries and providing 16 nos security guards round the clock in different shifts for watch and ward services at 2 no gates and 3 nos godown premises of farm on contract basis at Central State Farm, Hisar should know about the area of CSF, Hisar before submitting the bid. Therefore, all the firms are advised to visit the farm to understand the security work requirement before submitting their tender.

Scope of the proposed work/Jobs and other requirements connected to the security work contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed, as per the following details:

1.	General Conditions of Contract	Page No. 2 to 8
2.	Detail terms & Conditions	Page No. 9-15
3.	Technical bid-cum-Eligibility Qualification	Page No. 16
4.	Technical Bid Form	Page no 17-18
5.	Schedule of Job Requirement	Page 19-21
6.	BOQ (Bill of quantity)	Page 22-23
7.	Undertaking	ANNEXURE-I (Page No.24)
8.	Integrity Pact	ANNEXURE-II (Page No.25 to 28)
9.	Declaration To be Submitted by Bidder	ANNEXURE-III (Page No. 29)
10.	Performa for Disclosure of Conflict of Interest.	ANNEXURE-IV (Page No. 30)
11.	Form of Bank Guarantee	ANNEXURE-V (Page No.31)
12.	Certificate	ANNEXURE-VI (Page No.32)
13.	Non Blacklisting Certificate	ANNEXURE VII (Page no 33)

Note: Annexure-I to VI are compulsory to be submitted along with the technical bid-cum-eligibility criteria. Also enclose all supporting documents in proof of eligibility criteria duly attested with seal of the firm.

Central State Farm, 10 km Sirsa Road, Hisar

GENERAL CONDITIONS OF CONTRACT FOR PROVIDING UNSKILLED FARM LABOURS FOR VARIETY OF AGRICULTURE RELATED WORKS INCLUDING PROTECTION OF CROPS/PLANTS FROM BIRDS/WILD ANIMALS, CARETAKING AND MAINTENANCE OF FARM EQUIPMENTS/MACHINERIES AND PROVIDING SECURITY GUARDS FOR WATCH AND WARD.

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- 1.1.1 “NSC,CSF” means National Seeds Corporation Ltd, Central State Farm, Hisar (a PrincipalEmployer for hiring manpower for the purpose of awarding security work contract)
- 1.1.2 “Contractor/Tenderer/Service Provider” means the Contractor, a firm/agency, who intends to provide manpower on contract basis to Central State Farm, Hisar .
- 1.1.3 “Contract” means a legal agreement entered into between NSC, CSF, Hisar and the Service Provider as recorded in the agreement signed by the parties, including all attachments thereto and all documents incorporated by reference therein.
- 1.1.4 “Contract Price” means the price payable to the Service Provider under a contract for the full and proper performance of its contractual obligations.
- 1.1.5 “Manpower” means unskilled farm labour and Security Guards/Supervisor to be provided on contract.
- 1.1.6 “Service” means all the manpower which the Service Provider isrequired to provide to NSC, Central State Farm, Hisar in terms of a contract.

2. Application

- 2.1 These General Conditions of Contract (as contained in this section) shall apply to the extent they are not superseded by provisions in other parts of the contract.
- 2.2 In case the tenderer wants to furnish in a separate covering letter any additional information/particulars or quote conditions which cannot be accommodated in the tender form an indication to that effect should be given in the tender form by means of a note. In the absence of such indication to that effect should be given in the tender form the contents of the covering letter will be ignored in consideration of tender.

3. Conditions of Contract:

- 3.1 As contained in General Conditions of Contract, schedules and annexures to the tender, Terms & conditions of the tendering firms/agencies not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to the Invitation to tender and Instructions to Firms/Agency.
- A. Bids of such Parties who have been blacklisted by any unit of National Seeds Corporation Ltd and/or by any of Central/state Govt organizations/PSE's/universities etc during last 10 years will not be considered and will be rejected by NSC, CSF, Hisar without intimation to such

tenderers. Similarly, Bids submitted by parties who have filed legal cases in any court of law against NSC will not be considered and will be rejected without any intimation to the party. The bidder firm should not have been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted by any unit of NSC and/or any Central/State Govt. Departments/PSU/Autonomous bodies/Universities etc.

4. EMD/ Security Deposit

- 4.1 The tenderer/firm has to submit Earnest Money Deposit (EMD) for Rs. 10.00 lakh (Rs.Ten Lakh only in the form Bank's cheque/Demand Draft in the name of the **National Seeds Corporation Ltd payable at Hisar**. The firm should deposit the EMD by means of NEFT/RTGS in SBI, NGM, Hisar bank account no 33957537351, IFSC code SBIN0005700 and attach a scanned copy of the bank instrument with the bid.

Parties/Firms, those are registered with MSME/NSIC/Udhyam are exempted from paying EMD provided they have specifically been permitted to perform contract work for providing unskilled labour and security guards for watch & ward work in the certificate issued by the aforesaid Govt. Departments/Agencies. The relevant category of certificate is to be enclosed by the tenderer for exemption from deposit of EMD. The earnest money shall be refunded to the unsuccessful Bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit of Rs 10 lacs. No interest is payable on the EMD.

- 4.2 The successful firm/agency will have to submit acceptance letter on receipt of award of security contract letter and deposit a security amount of Rs 20 Lacs (Twenty lacs only) in the form of Bank Guarantee/FDR/Demand Draft in favour of National Seeds Corporation Ltd, Hisar, bank account no 33957537351, IFSC code SBIN0005700 in the office of Central State farm, Hisar , **valid up to six months after the date of completion of all contractual obligations**. In the event of non-deposition of the same within 10 days of receipt of award of security contract letter, it will be presumed that the contractor is not interested to undertake the contract work and in such conditions the EMD of Rs 10 lacs deposited by the successful bidder will be forfeited and NSC, CSF, Hisar will take further action as deemed fit .
- 4.3 No interest will be paid by farm for Earnest Money/Security Deposit. The security deposit amount will be refunded without any interest after 3 months of completion of contractual period satisfactorily.

5. Payment

- 5.1. The payments shall be made by the contractor to the security guards, unskilled labours till 07th of succeeding month on reimbursement basis.
- 5.2. The firm/Agency shall submit the monthly bills/claim for the previous month till 25th of every succeeding month along with the following document,
- i. Covering Letter,
 - ii. Monthly Bill,
 - iii. List of Security Guards/ Supervisors/unskilled labours deployed at farm during the month,
 - iv. Copy of wage register(mentioning all the breakups of the pay of the employee),

- v. Register of Attendance,
 - vi Copy of Bank Statement showing transfer of salary to security guards/labours deployed in that month.
 - vii Bank transfer Sheet indicating the amount transferred to each Security Guard/labours,
 - viii EPF challan& ECRs,
 - ix ESI challan& ECRs,
 - x GST challan
- 5.3. Before claiming monthly bill payments, the Agency/Firm shall ensure that all the statutory obligations have been duly complied with. In case of non compliance by the contractor, payment of bills will be withheld till submission of relevant documents issued by concerned Govt organization.
 - 5.4. Minimum wages as per notifications issued by office of Chief Labour Commissioner (Central), Ministry of labour and Employment, Govt of India shall be paid in bank account of workers/labours/security guards by 7th of every month by the agency on per day basis for the actual number of days (including allowed leaves as per statutory norms) the farm labour and Security Guards/ Supervisors has worked in a month.
 - 5.5. As and when the minimum wages notified by C.L.C (C) for the category of unskilled farm labours and security guards gets revised, the enhanced rates shall be paid by the farm for disbursement to the respective category of workers.
 - 5.6. Documentary proof of details of wages payments to the unskilled farm labours and security guards and the details of all the statutory payments to the concerned organizations for the preceding month made by the contractor/firm, must be provided along with the bill submitted by the party for the concerned period.

6. Termination of Contract

National seeds Corporation, Central State Farm, Hisar, without prejudice to any other remedy for breach of contract, may by written notice of default sent to the Service provider, terminate the contract in whole or in part, if the Service Provider fails to provide the services or fails to perform any other contractual obligation(s) within the time period specified in the contract awarded by CSF, Hisar .

The contract can be terminated by NSC, Central State Farm, Hisar by giving one month notice in writing of its intention to terminate the agreement. However, the notice period may be curtailed by 15 days, if the public interest exigency warrants that a short notice period may be issued.

7. Liquidated damages

- 7.1. In case of any occurrence of loss/damage to farms crops and equipments/machineries by birds/wild animals/any other means and theft incident of farm's crops and assets during the period of contract or the deployed person of the contractor during the course of their duty damages, destroy, defaces or spoil any of the properties of Central state Farm, Hisar, the contractor will be held responsible for the same and he shall be liable to restore lost/missing items of same brand and value within stipulated period of time communicated by the Competent Authorities of NSC, Central State Farm, Hisar. In case of exigency (ies) if the contractor fails to restore the loss/missing items he shall be liable to deposit the equivalent amount to NSC, CSF, Hisar, to the extent of loss incurred and the same may also be recovered from the contractor's bill or Security deposit as the case may be .
- 7.2. In case of non-satisfactory work/violation of contract leading to loss/damage to farms crops and equipments/machineries by birds/wild animals/any other means and theft incident of farm's crops and assets due to negligence of farm labours/security guards provided by the contractor,

an amount of Rs. 1000/- plus recovery of cost of loss/damage incurred to farm's crops and property will be levied as liquidated damages per instance apart from any other penalty deemed fit by Competent Authority of CSF, Hisar. Whenever and wherever it is found that the work is not up to the mark in specified Chak/point /area it will be brought to the notice of the supervisory staff of the contractor/firm by concerned security officer/authorized official of CSF, Hisar and the contractor will be bound to comply with the directions issued regarding security arrangement of farm within 24 hours. In event of non compliance by contractor, farm management will take appropriate action in the regard and liquidated damages clause will be invoked.

- 7.3 In case any complaint is received attributable to Misconduct/Misbehavior/consumption of alcohol while on duty/substance abuse of Laxity of any sort by contractor's personnel & is assessed as true by administration a penalty of Rs. 1000 for each such incident shall be levied and the same shall be deducted from contractor's bill. The security guard found involved in the incident shall also be removed from services at NSC, CSF, Hisar .

- 8 **No such party who has already been awarded contract for various palledari works in godowns/winnoing centres/processing plants of CSF, Hisar, contract for performing Agriculture works in fields of farm and contract for performing Agriculture operations by machineries at CSF, Hisar shall be allowed to participate and submit bids for security contract.** Not with-standing anything above, Head of Farm, CSF, Hisar reserves the right to reject any or all the tenders in whole or in part without assigning reasons therefore. The decision of Head of Farm, Central State Farm, Hisar shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

9 Evaluation of Performance

- 8.1. The successful contractor will have to enter into a detailed contract agreement deed with CSF, Hisar on Non-Judicial Stamp Paper of Rs. 100/- value before commencement of work. The quality assurance of the contractor will be periodically assessed on the basis of the periodical reports of farm management.
- 8.2. The contractor and all his staff i.e farm labours and security guards/supervisors deployed for contract work at the farm will be under the supervision of the Security Officer/H.R In charge /authorized officer of Central State Farm, Hisar .
- 8.3. Appropriate records in reference to attendance, payment of wages, deposition of EPF,ESI,GST tax etc. shall be maintained by the Contractor at his own cost and submit regularly to the office along-with his claim for payment.
- 8.4. The Contractor shall not at any stage cause or permit any nuisance at the premises of NSC,Central State Farm, Hisar or do anything which may cause unnecessary disturbance or inconvenience to staff and family members of CSF, Hisar .

10 Resolution of disputes

- 9.1. Decision of the Head of Central State Farm, Hisar shall be final for any aspect of the contract and binding to both the parties.
- 9.2. If any dispute or difference of any kind shall arise between Central State Farm, Hisar and the Contractor/Service Provider in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 9.3. If after 30 days, the parties failed to resolve their dispute or difference by such mutual

consultation, then either CSF, Hisar or Contractor/Service Provider may give notice to the other party of its intent to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

In case of initiation of arbitration under Arbitration and reconciliation Act, 1996, Chairman & Managing Director, National Seeds Corporation Ltd New Delhi will appoint the sole arbitrator whose decision will be final and binding to both the parties. “ 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 discussion, then it shall be binding upon the 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 Ltd with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English language. The court of Delhi shall have the jurisdiction.”

- 9.4. All question disputes or differences in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of jurisdiction of New Delhi.

11 Force Majeure

- 10.1. In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 10.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 10.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

12 Obtaining license under Contract Labor (Registration & Abolition) Act, 1970

After award of contract, the contractor will have to obtain valid contractor license under clause no 12 of Contract Labor (Registration & Abolition) Act, 1970 from the office of Assistant Labour Commissioner (Central), Ministry of Labour and Employment, Govt of India, Karnal within a period of 60 days and submit the same in concerned office of CSF, Hisar .

13 VISIT TO CENTRAL STATE FARM, HISAR

The bidder is required to provide 30 nos unskilled farm labour for various agriculture related activities and 16 nos security guards for watch and ward of crops & assets of Central State

Farm, Hisar situated in vast area of 6526 Acre and is therefore advised to visit the farm and acquaint himself with the activities to be performed by farm labours for Protection of farm crops and plants from birds/wild animals, caretaking of farm agriculture equipment's and machineries and duties of security guards for watch and ward services at CSF, Hisar. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Institute and is well aware of the security functioning of farm and nature of work to be performed in farm fields by labours prior to the submission of the tender documents.

14 DURATION OF CONTRACT

Contract will be initially awarded **for a period of 02 years** which may be extended for a further period of one or more years (up to maximum of 3 years) subject to satisfactory performance of work by the contractor and mutual consent of both the parties, as per the same terms & conditions enumerated in this tender document without any extra financial liability in respect of service charges of contractor. However, any enhancement made in applicable minimum wages of unskilled farm labour and security guards by the office Chief labour Commissioner (Central) will be paid by Central State Farm, Hisar.

15 Evaluation of technical and financial bid

- a. The Bidders are required to upload Technical bid as per Bid Specification uploaded on GEM Portal.
- b. Each and every page of attached document should be signed and stamped by bidder or its authorized representative of Bidders.
- c. The competent authority of Central State Farm, Hisar reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
- d. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder as per GEM guidelines.
- e. The earnest money shall be refunded to the unsuccessful Bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit. No interest is payable on the EMD.
- f. The bid shall be valid for 90 days from the date of opening.
- g. Bids which are incomplete or Conditional in any form shall be rejected outrightly.
- h. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), their EMD shall be forfeited.
- i. A formal contract shall be executed/ entered into with the successful Bidder. The successful Bidder shall be required to sign an Agreement on a non-judicial stamp paper worth Rs 100/- to be purchased by the bidder. In this contract, the successful Bidder shall be defined as Contractor.
- j. The Technical Bid will be evaluated first and then financial bid will be opened in respect of only those technically qualified bidders only.
- k. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder but to avoid unreasonably low service charge and subsequent tax disputes, service charge quoted

by bidder must be not less **than 3.85% in accordance with the guidelines issued by DOPT O.M no 6/1/2023-PPD dated 6.1.2023** which is @ 3.85% (3% profit plus 0.85% transaction charges at present) of minimum wages (applicable to Central Govt. as amended from time to time), 13% EPF and 3.25 % ESI of minimum wages of security guards/unskilled labours.

Note : In case of multiple L1 bidders, selection of L 1 party would be made by selection of Run L1 feature available on GEM wherein the system would randomly identify a L1 seller.

ADDITIONAL TERMS & CONDITIONS FOR THE SECURITY SERVICES.

1. The participating firms must possess minimum 3 years satisfactory work completion experience of security contract or contract regarding providing security services to Central/ State Govt organizations/Universities/Autonomous bodies/PSE/Agriculture farms. The firm has to submit satisfactory work completion certificate issued by the Competent Authority of concerned Principal Employer in support of the their claim regarding past performance. The Bidder should have carried out any one of the following similar work each year during last 03 years:
 - ii. One work of value of 70% of the estimated Bid value or more each year in any Centre/State Govt. Organization/Autonomous Body/University/Semi-Govt. / PSUs (or)
 - iii. Two works of individual value of 50% each of the estimated Bid value or more each year in any Centre/State Govt. Organization/Autonomous Body/University/Semi-Govt. / PSUs (or)
 - iii. Three works of individual value of 30% of the estimated Bid value or more each year in any Centre/State Govt. Organization/Autonomous Body/University/Semi-Govt. / PSUs.
2. Participating firms must possess valid PSARA license issued by Addl General of Police, Law and order, Panchkula for performing security contract work in Haryana state. The Agency must be ISO 18788 : 2015, ISO 45001 certified and registered with the following statutory bodies such as ESI, EPF, CLRA, Income Tax and GST. Tenderers are required to submit documentary proof of annual turnover of Rs 8 cr during last three years and ITR return filed for the last 3 years i.e 2020-21,2021-22,2022-23. The tenderer will have to submit solvency certificate of 1 cr issued by any Nationalized bank.
3. Minimum wages as fixed and revised in respect of unskilled farm labours and unarmed security guards time to time by the Chief Labour Commissioner (central) should be paid by the contractor. The total of 26 days per month as per the cost per day should be paid to each employees.
4. Whenever Minimum wages is revised by the respective authorities, it shall be duty of the contractor to immediately pay such revised minimum wages to the unskilled farm labours and unarmed security guards and then re-imbursement may be claimed from Head of Farm, Central State Farm, Hisar .
5. The Agency shall comply with Contract Labour (R&A) Act, PF provisions, ESI provisions etc. whichever applicable and all other statutory payments will be the liabilities of the Security Agency/contractor, applicable from time to time.
6. Initially 30 nos of farm labours for the purpose of protection of farm's crops and plants from Birds and wild animals and caretaking/maintaining of farm's agriculture operation machineries/equipments and 16 nos security guard for watch and ward are to be provided round the clock at different chaks/points of farm (number may be increased by Competent Authority in view of retirement of farm employees/Regular workers). Unskilled farm labours and Security Guards//Supervisors to be deployed should be within the age group of 20 to 60 yrs. with robust health & clean police record. The security guards will be responsible for safeguarding farm's crops and property from miscreants/thieves and the farm unskilled labours would also be required to conduct repairing of barbed wire fencing of farm in order to restrict the wild animals/stray cattles from entering the farm premises. All the tools and equipment's required for the purpose will have to be provided by the contractor and CSF, Hisar will not make any payments for the same.
7. All the unskilled farm labours and security guards will be deputed by the contractor with approval of management of CSF, Hisar and in case of any objections raised in the matter by

management of Central State Farm, Hisar, the security contractor will be bound to remove the concerned labour/guard immediately. Similarly, there shall be no change in deployment of the labours/Security Guards/ Supervisors, without prior intimation and permission of management of Central State farm, Hisar to prevent exploitation of farm labours/Security Guards/Supervisor by the security contractor.

8. That the Firm shall ensure that all 30 nos of unskilled farm labours and 16 nos of security guards deployed at different chaks/points of CSF, Hisar comply to all the T&C of the bid document are of good character, well behaved and otherwise competent/ qualified and well acquainted with the nature of work required for safeguarding the crops/plants from birds/wild animals/cattle grazing and protecting the assets of large size Agriculture farms.
9. The service charges of the tenderers firms must be responsive and in accordance with the guidelines issued by **DOPT O.M no 6/1/2023-PPD dated 6.1.2023 which is @ 3.85% (3% profit plus transaction charges, which are 0.85% at present) of minimum wages** (applicable to Central Govt. as amended from time to time), 13% EPF and 3.25 % ESI of minimum wages of security guards.
10. Farm will not bear any additional cost on account of providing equipment's/gears required for farm labours for protecting crops/plants from birds/wild animals and caretaking of agriculture equipments/machineries. Similarly, the contractor will be responsible for providing uniforms, whistle, torch, lathi, umbrella, raincoat, vehicles/motorcycle for patrolling of farm fields etc. to the Security Guards/Supervisors at their own cost.
11. The selected agency shall provide efficient unskilled farm labour for performing variety of Agriculture related works including crop/plant protection, caretaking/maintaining of farm's agriculture equipments/machineries and literate security guards for watch and ward/ security work at Central State Farm, Hisar as per the charter of duty and terms and conditions mentioned in the tender document. The agency shall employ good, reliable & robust personnel and of clean police record to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable, management of CSF, Hisar shall have the right to ask for its replacement without giving any reason thereof and the agency shall on receipt of a oral or written communication in this regard will have to replace such persons immediately.
12. All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms (both summer and winter) to their security personnel with identity cards which they should wear at all times while on duty.
13. On award of contract, the agency will provide their office telephone number to security officer and will be responsible for deputing its representative/supervisor for looking after day to day contract work functioning at CSF, Hisar.
14. The Contractor shall not sub-let or further assign the contract to any other firm/contractor.
15. CSF, Hisar will not be liable for providing residential facilities to farm labours /security guards within or outside farm premises.
16. Payment of wages to unskilled farm labours and security guards by the contractor shall be made in their bank account by 7th of succeeding month. No cash transaction will be considered and will be

termed as non payment of wages by the contractor. Any exploitation of Security Guards and/or unskilled labours by way of engaging them for double duty outside or taking money back from them shall be deemed to be violation of term of the agreement. In event of such instances coming to notice of farm management the same may lead to termination of contract and forfeiture of security deposit. In such circumstances, any liabilities towards farm labours and/or security guards shall be paid out of the bill payments of contractor.

17. The deployed unskilled farm labours and security personnel should be well acquainted with the nature of work required to be performed by them i.e protection of crops/plants from birds/wild animals, caretaking/maintaining of farm equipment's /machineries by farm labour and safeguarding the farm's assets including land, crops, trees, tubewells, sprinkler system, machineries, diesel, farm jeep/vehicles/combines/tractor and other assets in fields of large size Agriculture farms from thieves/miscreants. In case, the contractor fails to provide adequate farm labours/Security Guards/Supervisors as per the contract or if there is lapse/negligence in executing the operations specified in terms and conditions of contract or in event of negligence of any worker/security guard, Head of Farm, CSF, Hisar will be at liberty to initiate such action, as deemed fit, to overcome the afore mentioned lapses or negligence, and the same would be done at the cost of the Contractor without any notice and remuneration for the period. In event to loss to crops or assets, assessment of loss/damage to crops/assets will be done by a farm committee constituted by the Competent Authority i.e Head of Farm, CSF, Hisar and recovery of loss/damage will be made by means of deduction of amount decided by the farm committee from monthly bill payments of security contractor.
18. Regular surprise checking will be conducted by security officer/Incharge H.R/authorized officer/officials of CSF, Hisar and any shortcoming noticed during field patrolling/checking at Gates and weighbridges shall be rectified by the contractor/representative within 24 hours of its bringing to the firm's notice. In event of incident of theft or illegal activities resulting in loss/damage, contractor will be responsible for filing a complaint with the concerned police station and will submit a copy of same duly acknowledged by the concerned police authorities in office of security officer/authorized officer of farm.
19. The firm shall depute his representative/Co-ordinator/intermediary at CSF, Hisar for monitoring the duties of farm labours and security guards deputed by him at farm and in event of any type of lapse/irregularities, the said person will immediate interact with the security officer/Incharge of CSF, Hisar and comply with the instructions imparted to him regarding blocking any loopholes and ensure smooth functioning of farm's functioning.
20. The firm shall devote its full attention to ensure highest quality of service in all aspects and discharge its obligations under the contract with trust, prudence diligence and honesty.
21. In case, any deployed person of the contractor suffers any type of injury while performing any duty, the contractor will be wholly and solely responsible to meet the claims made by such farm labour/Security Guards/Supervisors for medical expenditure and or expenditure incurred for rehabilitation and CSF, Hisar would have no liability towards damages claimed by such farm labour/Security Guards/Supervisors. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and CSF, Hisar shall in no way be responsible for settlement of such issues whatsoever.
22. The personnel so provided by the agency/contractor under this contract will not be treated as employees of NSC/CSF, Hisar and there will be no employer-employee relationship between CSF, Hisar and the security personnel so provided by contractor.
23. The contractor is bound to maintain the services of the deployed personnel in the contract. In case he fails to operate or maintain the services either through willful absence of his farm labour/security guyard/staff, negligence, incompetence, failure or otherwise, Head of Farm,

Central State Farm, Hisar reserves the right to terminate the contract and recover such amount of expenditure incurred to rectify the lapse or deduct the necessary amount for the lapse as deemed fit from the bill of the contractor. Head of Farm, Hisar/Management of CSF, Hisar reserves the right to reject any person provided by the Contractor without assigning any reason and the contractor will make arrangement for immediate replacement for such staff. No farm labour/security guard will be deputed by the contractor within farm premises without approval of farm management.

24. The contractor will make the payment of wages for the preceding month on his own in bank account of engaged farm labour and security personnel by 7th day of each succeeding month positively, irrespective of any condition through electronic mode and submit bill in duplicate for each month by 25th of next month for timely payments of bills duly pre-receipted. **The payment to workers is not linked with payment of bill by CSF, Hisar**. An undertaking with monthly bills must be attached by the service provider with regards to the timely and full disbursement of wages as per notifications issued by C.L.C (C) to their labours/security guards/staff and also no money has been taken back / recovered from the deployed contractual labours/staff except the statutory recoveries.
25. Non-payment of wages by electronic mode in bank account of labours, security guards by 7th of every month shall tantamount to breach of Terms and Conditions of the Tender/agreement and thus the firm shall be liable to penalty. **The contractor shall submit 2 no separate monthly bills for providing unskilled farm labours for crops/plant protection from birds/wild animals and caretaking of farm's equipments/machineries and security guards for watch and ward in accordance to prevailing GST regulations implemented by Central Board Of Indirect taxes & Customs, Department of Revenue, Ministry of Finance, Government of India along with below mentioned documents in the office. (As per Ministry of Finance, Deptt of Revenue Notification no 12/2017-Central tax (Rate) dated 28.6.2017 GST is exempted for supply of farm labour for Agriculture nature of work) :**
- Covering letter
 - Monthly bill incl detailed bifurcation of number of deployed manpower.
 - List of unskilled farm guards/Security Guards/ Supervisors deployed during the month.
 - GST invoice.
 - Wage Register incl all in token of wage payment duly signed by individual beneficiaries(for that particular month) and mentioning all the breakups of the pay of the employee.
 - Register of Attendance (for that particular month).
 - Copy of bank statement i.e e-payment details of individual beneficiaries in their bankaccounts duly verified from bank.
 - EPF payment challan & Electronic Challan Receipt (ECRs) (of previous month).
 - ESI payment challan & Electronic Challan Receipt (ECRs) (of previous month)
 - GST challan payment receipt.

The office will release the bill payment generally within 15-30 days from date of receipt of bill in office in proper format along with all the above mentioned documents & correct in all respect. EPF/ESI contribution of the concerned employee will be deducted from the wages as per statutory norms by the firm. Firm will maintain the record of wages paid, attendance, EPF, ESI and GST(if applicable) deposited by firm with respective authorities and submit such record to the authorized officer of CSF, Hisar regularly every month along with the bill. The GST or anyother tax(if applicable) which is as per rule of the Central/State Govt. shall be the liability of the Contractor/Service Provider to deposit in the concerned authority..

26. The enhanced rates in minimum wages from time to time by the office of Chief Labour Commissioner (Central), Ministry of labour and Employment, Govt of India shall be paid to

the Contractor/Agency by the farm for disbursement to the unskilled farm labour/Security Guards/supervisor. The income tax/GST (if applicable) or any other tax which is as per the rules of the Govt. of India shall be deducted at source from monthly bills of the contractor in accordance to notifications made applicable from time to time by government.

27. In case of concealment of any information/fact while submitting tender for providing farm labours and security guards for security work and/or above terms & conditions, the contract will be liable to be terminated and Security Money forfeited. In that case the Contractor will be debarred for **Three Years** and will not be permitted to participate in any contractual work of the Institute.
28. Successful Bidder/tenderer will have to enter into a detailed contract agreement with CSF, Hisar on non- judicial stamp paper of Rs. 100/- (One hundred only) for contract work for “Hiring the services for providing unskilled Farm Labours for performing various variety of Agriculture works including Protection of farm crops and plants from birds/wild animals, barbed wire repairing, caretaking/maintenance of farm agriculture equipment’s & machineries and providing security guards round the clock in different shifts for watch and ward services at 2 no gates and 3 nos godown premises situated in 3 different blocks of farm on contract basis at National Seeds Corporation Ltd, Central State Farm, Hisar” before the start of contract.
29. Head of Farm, Central State Farm, Hisar reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
30. Management of Central State Farm, Hisar in its capacity as Principal Employer reserves the right to modify any of the terms and conditions of the contract at its discretion, only in the interest of farm’s security/job work.
31. The farm labour and security manpower provided by contractor shall maintain discipline in the premises of CSF, Hisar . The attire of the manpower should be formal and decent and not in violation of office decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the farm management.
32. The Service Provider (Manpower Supply Firm) shall be liable to replace immediately any of its personnel who is found unacceptable to CSF, Hisar because of conflict of interest, incompetence, improper conduct etc. upon receiving verbal/written directions from CSF, Hisar within three (3) days. No association/trade union activities will be allowed by the manpower supplied by the agency.
33. All the security personnels deployed by contractor should perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms (both summer and winter) to their personnel with identity cards which they should wear at all times while on duty
34. The agreement is terminable with one month notice from Head of Farm, Hisar. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least three months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
35. In case of termination of this contract on its expiry or otherwise, Firm's employees/workmen shall have no claim to absorption/ regularization
36. That the firm agrees to discharge all their legal obligations in respect of their workers, their

wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labor (Regulation & Abolition) Act, 1970; Minimum Wages Act, 1948; Employees Compensation Act, 1923; E.P.F.&M.P. Act, 1952,ESI as well as applicability of the newly established 4 labour codes viz- the Code on Wages; Industrial Relations Code; Social Security Code and the Occupational Safety, Health and Working Conditions Code all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein.

Under THE EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952, the firm will ensure that EPF amount must be credited to the provident fund account of the farm labour and security personnels during the engaged period. While submitting the bills, the detailed copy of challan must be furnished. It may also be ensured that the benefit of ESI must also be provided to engaged farm labour and security guards watch & ward. Employee-wise subscription of engaged/deployed staff must be provided together with invoice. Individual NEFT bank details of employees must be furnished along with bill. Payment of wages shall be paid by the contractor by electronic mode in bank account of labours/security guards and no cash transactions will be allowed under any circumstances and violation may lead to termination of contract and forfeiture of security deposit.

37. Any statutory benefits of any sort to the deployed person of the contractor under any Act or law of the time being in force would be the sole liability of the Contractor and not that of CSF, Hisar. That in case service provider fails to make any statutory or contractual payment, then CSF, Hisar shall have the right to realize this amount from the Security deposit/bills pending for reimbursement to the Contractor.
38. The contractor will discharge all his legal obligations in respect of the labours and security guards to be employed/deployed by him at CSF, Hisar submitting their full particulars along with their full address, Passport size photographs, aadhar card, police verification from Police Stations within one month from the date of award of contract.
39. The Aadhar card detail together with I'd Card of deployed labours/security guards must be ensured by the employer. It will be the responsibility of the firm to ensure that the Aadhar Card of the concerned worker/security personnel is linked to his/her bank account.

Liquidated damages for late payment of wages to security guards/unskilled farm labours – In event of late payment of wages by contractor to security guards/unskilled farm labours after 07th of every month, L.D @ 0.5% per week will be deducted from that month's Watch & Ward bill to which the late payment of wages is concerned.

40. Not with-standing anything above, management of Central State Farm, Hisar reserves the right to levy liquidated damages in case of any unsatisfactory performance, as deemed fit which is not covered under any of the above clause.
41. **Arbitration : In case any dispute arises between NSC, CSF, Hisar 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 discussion, then it shall be binding upon the 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 Ltd with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English language. The court of Delhi shall have the jurisdiction.**

42. The contractor shall indemnify and keep indemnified Central State Farm, Hisar from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Head of Farm, CSF, Hisar shall be final and binding on the contractor.

The manpower should not leave their points unless and until the reliever comes. All the registers shall be kept/maintained by contractor within farm premises as per directions of Security Officer/Incharge, CSF, Hisar. The labour/security personnel engaged by the agency shall be available in their area/chaks/points as per their duty roster, which agency has to prepare in consultation with Security In-charge/H.R Incharge and they shall not leave their place of duty.

43. Risk Clause: In event of unsatisfactory performance by the contractor, Central State Farm, Hisar reserves the right to discontinue the contract service at any time, by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
44. The agriculture farm labour and security personnel provided by contractor shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the instructions given on day to day basis, by the security officer or any other officer/official authorized by CSF, Hisar from time to time. They will be bound by appropriate/deployment timings, duty, placement, locations etc., as decided by CSF, Hisar.
45. Any damage, loss or theft to the life and/or property of the employees of CSF, Hisar and/or property of CSF, Hisar shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
46. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by Farm in any manner.
47. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the farm besides annulment of the contract.
48. The Service charges as quoted by bidder during bidding process on GeM portal and finalized on work order shall remain unchanged/unaltered during the entire duration of contract and no request, on whatsoever ground, shall be considered for any increase in the service charges.
49. The number of unskilled farm labour and security manpower deployed may likely to be increased or decreased as per requirement (subject to a maximum of 25% of initial deployment)..
50. Wages to be paid to the contractual farm labour and security guards will be as per Minimum Wages under the Minimum Wages Act 1948, prescribed by Chief labour Commissioner (Central), Ministry of Labour and Employment, Govt of India.
51. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, CSF, Hisar shall take necessary action to maintain essential service which includes cancellation of the contract also.

NB: - Tenderers are advised for their own interest to indicate page number of each paper of their tender documents/bid and accordingly indicate in the technical bid- cum-eligibility criteria. If any tenderer fails to indicate page nos. and while evaluation of bid, document is not found available in the bid, the tender will be rejected straightway.

Submission of false and misleading information in the tender will lead to rejection of tender.

Annexure-I to VII are compulsory to be submitted along with the technical bid-cum-eligibility criteria. Also enclose all supporting documents in proof of edibility criteria duly attested with seal of the firm.

TECHNICAL BID-CUM-ELIGIBILITY CRITERIA

Name of firm:-

MANDATORY PRE-REQUISITE/REQUIREMENT FOR QUALIFICATION OF THE SERVICE CONTRACT	Documents submitted (Yes/No)	Page No.
1. Have you submitted Scanned copy of Bank instruments as Earnest Money Deposit (EMD) for Rs. 10.00 lakh (Rs. Ten Lakhs only) . (Original has to be submitted at C S F, H i s a r before closure of tender)		
2. Have you submitted the scanned copy of currently valid License under the Contract Labour (Registration & Abolition) Act, 1970.		
3. Have you submitted the scanned copies of Valid EPF and ESI Registration Certificate (s), issued by the appropriate authority?		
4. Have you submitted the scanned copy of proof of minimum turnover of the firm not less than Rs. 8 cr (Rs. Eight Crore Only) during each for the last three financial years (2020-21,2021-22, 2022-23 Verified by Chartered Accountant). (parties possessing MSME certificates are entitled for exemption from turnover criteria as per para 16 of Public procurement Policy for Micro and small Enterprises order 2012.An undertaking along with the certificate issued by Ministry of MSME, Govt of India has to be submitted by MSME parties in order to avail the exemption)		
5. Have you submitted the scanned copies of (PAN), GST Registration Certificates, Income Tax Return (ITR) for the last three financial years (2020-21,2021-22, 2022-23 Verified by Chartered Accountant) and bank account details.		
6. Have you submitted the scanned copy of Audited Balance Sheet & Profit & loss (P&L) account (one page each) of the firm for last for the last three financial years (2020-21,2021-22, 2022-23 Verified by Chartered Accountant)? Unnecessary documents need not to be uploaded.		
7. Have you submitted proof of 3 years satisfactory work completion of similar nature of work/past performance as per details given in Para 1 of Additional terms and Conditions.		
8. Have you submitted an undertaking on a non-judicial stamp paper of value of Rs. 100/- regarding non blacklisting by any unit of NSC and/or by any centre/State Govt Organization/Govt. agency/Public Sector Agencies/Autonomous/ Semi-government organization in last 10 years. (Self declaration by firm will not be treated as valid for this clause) Annexure VII		
9. Have you submitted the scanned copy of latest valid Bank solvency certificate for Rs.1 cr issued in favor of National seeds Corporation Ltd, Hisar ? The Bank solvency certificate must not be older than the date of floating of tender on GeM portal.		
10. Have you submitted the copy of valid license to run the business of Private Security Agency/PASARA in Haryana issued by the appropriate authority for providing Security Services?		
11. Have you submitted the ISO Certificate 18788:2015 for firms/organizations contracting security operations?		
12. Have you submitted the ISO 45001 along with Occupational Health and Safety Management system		
13. Undertaking indicating that there is no criminal legal suit pending as per annexure I.		
14. Have you submitted the integrity pact as per annexure-II.		
15. Have you submitted the declaration by bidder/tenderer as per annexure-III and annexure IV & V.		
16. Have you submitted the required satisfactory work completion experience certificate in the prescribed format from Govt/Semi Govt organizations/PSEs/Autonomous Bodies/Universities etc as per annexure-VI.		
17 Have you submitted the duly filled Technical Bid Form		

I/We certify that the information provided above is true and documents furnished in support thereof are genuine. At any stage any of the above statement found to be false/forged, our tender may be rejected straightway besides initiating other administrative/legal action for submitting false information/documents. I/We, further undertake that I/We shall abide with Terms and Conditions of the tender/Contract and the decision of Head of Farm, Hisar as well.

Date:

Signature of the tenderer with date and firms' seal

TECHNICAL BID FORM- (To be filled up, signed and upload the scanned copy)

NAME OF WORK: “Hiring the services for providing 30 nos unskilled Farm Labours for performing various variety of Agriculture works including Protection of farm crops and plants from birds/wild animals, barbed wire repairing, removal of obstructions in canal water flow, caretaking/maintenance of farm agriculture equipment’s and machineries and providing 16 nos security guards round the clock in different shifts for watch and ward services at 2 no gates and 3 nos godown premises of farm on contract basis at National Seeds Corporation Ltd, Central State Farm, Hisar”.

1. Name of the Prop. Concern / Firm / Company _____
2. Name of the Authorized person submitting the Bid : Shri/Smt/Ms _____
3. Designation of the authorized person submitting the bid : _____
4. Address of the Prop. Concern / Firm / Company: _____

5. Contact Details :
 - i. Tel No with STD Code: (O) _____ (R) _____ (Fax) _____
 - ii. Mobile No: (Off) _____ (Pers) _____
 - iii. E-Mail ID: (Off) _____ (Pers) _____
6. Registration & incorporation particulars of the Prop. Concern / Firm / Company:
 - i. Private Limited
 - ii. Public Limited
 - iii. Any Other – Please specify
7. Name of the Prop / Managing Partner(s) / Managing Director (s) : _____

8. Mobile Number & Email ID of the Prop / Managing Partner(s) / Managing Director (s) : _____

9. Bidder’s Bank, its Address, IFSC and Current Acct Number : _____

10. Permanent Income Tax Number : _____
11. GST No with last 6 months challans : _____
12. EPF Registration No with last 6 months challans: _____
13. ESIC Registration No with last 6 months challans: _____
14. EMD exemption required : YES / NO

- i. If Yes, Category of Exemption : _____
- ii. If No, Particulars of EMD : Demand Draft No : _____
 Date: _____
 Name of the Bank: _____
 Address of the Bank: _____
 Validity of DD: _____

15. Description of Similar work in providing Security services during the last three financial years in Govt. Dept / PSU :

Description of Work Order executed	Actual value of Work Order executed	Name of the Govt Dept / PSU	Start Date	End Date	Document evidence upload (Y/N)

16. Details of Annual turnover & Net profit for last 3 years: (to be certified by CA)

Financial Year	Annual Turn Over	Net Profit
2020-2021		
2021-2022		
2022-2023		

17. Whether Police / Legal proceeding in Court pending against Proprietor / Firm / Company / Contract labour engaged by the Agency : YES / NO
18. Whether Agency is Black listed by any Central/ State Govt. / PSU during the last 10 years, if not attach Affidavit/certificate : YES / NO

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the Company/ Firm shall be blacklisted and shall not have any dealing with the NSC, Central State Farm, Hisar in future besides forfeiture of EMD. Also, I undertake to abide by the stipulations/conditions of the Tender in full.

Date: _____ Signature of Authorized Person
 Place: _____ Full Name: _____
 Owner /Company / Firm's Seal: _____

National Seeds Corporation Limited

Central State Farm, 10 km Sirsa Road, Hisar

SCHEDULE OF JOB REQUIREMENT

Pocket	Brief Details/Description of contract
1	Providing 30 nos Agriculture farm labour for performing variety of agriculture related works including protecting farm's crops from birds/wild animals/stray cattles/blue bulls/monkeys and caretaking/maintenance of farm's agriculture assets/equipments/machineries and 16 nos security guards for watch & ward round the clock for safeguarding the farm's crops, trees, plants, sprinkler system, tubewell, generators, seeds/non seeds/undersize seeds/fertilizers/pesticides/gunny bags, fencing, land and all other assets, situated within 6526 Acre area of Central State Farm, Hisar consisting of 15 chaks, Elite Progeny orchard, 3 godown premises, workshop premises, 2 residential campus in Block 2 and Block 3 and all other administrative buildings.

Duties and Responsibilities of Manpower supply Agency & labours/security personnel

The agency/firm shall provide 30 nos farm labours for crops/plant protection and caretaking of farm's assets/equipments/machineries at different chaks/points/areas infields of farm and 16 nos security guards round the clock at all such points i.e main gate of Central Colony Block 3, Thaska Block 2 Godown and Workshop Premises gate, Godown premises Block 1,3, farm field area and Chak Dhandoor as specified and covered in this tender by adopting full-proof Security measures. The entire farm campus/field open area and the built up area/immovable and movable assets will have to be maintained by the contractor from security angles. The duty area, as mentioned under scope of work, of each point with each shift, defined above, shall be manned by farm labour and/or Security Guards as per work requirement. There should not be any overlapping of duties of any shift/point. No farm labour or Security Guards should be deployed for double duty. Some of the important items or situations that have to be covered by services of the company are enumerated below:

1. Regulation of Entry/Exit of Visitors:

- 1.1. Regulate access control on all gates so as to prevent misuse of CSF, Hisar premises and facilities by outsiders, neighboring villages and thus, prevent trespassing.
- 1.2. Day and Night patrolling on regular basis by security guards across the length and breadth of different area/chaks/points of CSF, Hisar to ensure security of farm's crops and assets and keep check on illegal activities. In event of anti farm illegal activities within farm area, the matter shall be reported to security officer of CSF, Hisar.
- 1.3. Security guards deputed at main gate, Block 3 and Workshop/Godown Premises gate Block 2 of CSF, Hisar will inquire about the details of visitors entering farm premises and conduct weighment of all the material moving in and/or going out from Godown premises of farm and record entries in relevant registers. Details of visitors and outgoing material has to be recorded in gate register and weighment register. Checking of material in possession of private persons while moving out of godowns premises is to be conducted by security guards deputed at godowns of farm. Gate passes and challans of all material has to be checked and in event of non issuance of proper documents material shall not be allowed to be moved out of godown/farm premises.
- 1.4. To Check/control/search staff engaged by any other contractor or person having access to

the building

2. Regulation of Entry/Exit of Vehicles:

- 2.1. To check entry of all vehicles and record entries in the gate register.
- 2.2. To conduct weighment of all seed/non seed/undersize seed at weighbridge installed in Block 2 and 3 of farm. Check and keep the record of all incoming and outgoing material through proper challan/gate pass signed by the officer concerned of CSF, Hisar .

3. Miscellaneous measures for Security

- 3.1 To interact with Local Police Authorities or PCR Van to seek Police assistance and to ensure complete safety of all the movable & immovable properties and residents of CSF, Hisar.
- 3.2 To restrict the entry of wild animals/ Wild pigs/Wild boars/stray cattle/Monkeys within farm area and conduct repairing of barbed wire fencing installed at farm boundaries. Regular patrolling of Central Colony Block 3/Godown premises to keep eye on illegal activities and restrict attempts of thefts/pilferage.
- 3.3 To report unusual events in suspicious circumstances occurring in the area of farm premises.
- 3.4 To Carry out any other job assigned by the Head of Farm, Security officer of CSF, Hisar or any other authorized officer and/or his nominee in the interest of protection of farm's crops/plants from birds/wild animals and security of property/produce/seed/non seed/all assets of NSC, CSF, Hisar.
- 3.5 The above job(s) are only illustrative and not exhaustive. Additional jobs or modifications in the job will be carried out /assigned with the approval of competent authority, CSF, Hisar.

4 LIST OF SENSITIVE POINTS FOR DEPUTING SECURITY GUARDS FOR THE PURPOSE OF SAFEGUARDING THE CROPS AND ALL OTHER ASSETS SITUATED IN PRECINCTS OF CSF, HISAR. (Number of Security personnel required may increase or decrease depending on the requirement)

Sr. No.	Chak	Area (in Acre)	Farm Labour	Nos of Guard
Block-I				
1	2000 RD	402.6	3	
2	9000 RD	380.4		
3	68025 RD	528.6	2	
4	72000 RD	429.8		
5	Kherwa Block 1 Godown Premises		5	3
	Total	1741.4	5	security guards for patrolling of fields of Block1,2,3 3
Block-II				
6	75000 RD	366.8	3	
7	78000 RD	296.4		
8	80000 RD	364.3		
9	13000 RD	574.3	2	
10	17000 RD	381.6		
11	21000 RD	297.6	2	
12	Godown and Workshop Gate and Premises			3
	Total	2281.0	07	6
Block-III				
13	23000 RD	370.5	4	
14	EPO	264.3	5	
15	38000 RD	414.1		
16	86000 R	476.7	4	
17	86000 L	262.0		
18	Dhandoor (including 28 Acre Air Strip and 278 Acre tail Plot)	716.8	2	1
19	Central colony premises, Block 3		3	
20	Godown & Block 3 , Main Gate of CSF, Hisar			6
	Total	2504.4	18	7
	G. Total	6526.8	30	16

2. The prevailing minimum wages rates for security guards (unarmed) as per notification issued by Chief Labour Commissioner (Central) are as under, however these rates are subject to change as per the notification issued by office of CLC (Central), Ministry of Labour and Employment, Govt of India from time to time. The firm has only to quote agency commission in r/o providing of above manpower separately.

BOQ pertaining to watch & ward security services at CSF, Hisar

Present Rates prescribed under Minimum Wages Act, 1948 by CLC (C) for Haryana.

Description of guards	Without Arms	Basic Rate	V.D.A. per day	Total**
Security Guards	Without arms	Rs. 494/-	Rs. 215/-	Rs.709/-
Unskilled Farm Labour	Unskilled	Rs 300/-	Rs 133/-	Rs 433/-

** minimum wages as on 01-10.2023, to be revised from time to time as notified by CLC.

NB:- The financial bid will be submitted online by the firms. Financial bids of only technically qualified firms will be considered.

Name of the Bidder: _____**TABLE-A**

Details of Expenditure for Engagement of 30 nos unskilled Farm labour and 16 nos security guards for period of one year as per minimum wages rates approved by Chief labour Commissioner (Central) for Haryana State wef 01.10.2023.

S.No.	Description	Security Guard without Arms) (skilled)	Unskilled Farm labour For crop/plant protection
1	Basic plus VDA (As per prevailing minimum wages notified by CLC (C) on	709	433
2	ESI / Medical allowance @ 3.25%	23.042	14.07
3	EPF @ 12 %	85.08	51.96
4	Employees Deposit linked Insurance (EDLI) @ 0.5%	3.54	2.16
5	Administrative charges (EPF & EDLI)@ 0.5%	3.54	2.16
6	Sub Total	824.20	503.35
8	Total Cost for 26 days (Monthly Expenditure/person)	21429.25	13087.1
9	Total Monthly Expenditure	21429.25 x 16 = 342868.03	13087.1 x 30 = 392613.00
10	Total Monthly Expenditure on account of Engagement of 16 nos Security Guards and 30 nos unskilled Labours	342868.03 + 392613.00 = 735481.03	
11	Total cost for engagement of 16 nos security guards and 30 nos unskilled farm labour for one year i.e 12 months	342868.03x12= Rs 41,14,416.36/-	392613.00x12= 47,11,356/-
12	Total contract amount for engagement of 22 nos security guards and 26 nos unskilled labour for one year	Rs 88,25,772.36/-	

Service Charge :

Description	Service Charge In percentage of total contract amount for providing 16 nos Security Guards and 30 nos unskilled Labours for 2 year (24 months).
Service Charge On Grand Total of Expenditure of Sl No.12 of Table A	

Note:

1. Service charges offered by the tenderer firms must be responsive and in accordance with the guidelines issued by DOPT O.M no 6/1/2023-PPD dated 6.1.2023 which is @ 3.85% (3%

profit plus transaction charges, which are 0.85% at present) of minimum wages (applicable to Central Govt. as amended from time to time), 13% EPF and 3.25 % ESI of minimum wages of security guards.

2. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder as other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc are as per statutory provision.
3. GST applicable will be paid at the prevailing rates.
4. The minimum wages shall be as per the structure issued from time to time by the office of Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India in respect of unskilled farm labours and security guards respectively.

UNDERTAKING FOR BLACKLISTING
(To be submitted on Judicial paper of Rs. 100/-)

I/We have read and understood General Terms and Conditions contained in the application form for providing farm labour and security guards published by Central State Farm, Hisar . I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by Central State Farm, Hisar .

I/We do hereby also accept that National Seeds Corporation Ltd, Central State Farm, Hisar have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to NSC, Central State Farm, Hisar any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government on date of submission of the bid. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/We authorize CSF, Hisar to approach individuals, employees, firms and corporations to verify our competence and general reputation. I/We also authorize CSF, Hisar to seek references from bidders banker as per the bank account details mentioned in the tender document.

I/We certify that there is no criminal suit pending or being contemplated in any court of law in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount.)

Authorised signatory

Signature:.....

Name:.....

Designation:.....

Address:.....

Place:.....

Date:.....

**INTEGRITY PACT
(Applicable for this Tender)**

Between

Central State Farm, Hisar hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

Section: 1 -Commitments of the Principal

a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- 1.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

a) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind

whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

b) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

c) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 -Disqualification from tender process and exclusion from future Contracts

1. If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

2. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3years.

3. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

4. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

5. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

6. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Dept. of Govt. of India/ State/ Autonomous bodies/ Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section:8 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined

Director of the Principal.

Section:10 -Other provisions

This agreement is subject to Indian Law. Place of performance is at Central State Farm, Hisar and jurisdiction is the place of Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the maintender document/contract shall not be applicable for any issue / dispute arising under IntegrityPact.

1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
2. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

.....
For the Bidder/Contractor For the Principal

Witness 1:.....

Witness 2:.....

Place.

Date .

**DECLARATION TO BE SUBMITTED BY BIDDER/TENDERER
ON LETTER HEAD OF COMPANY/FIRM.**

1. I/We agree to keep the offer of this tender valid upto 90 days from the date of opening of the tender and not to modify the whole or any part of it for any reason within the above period. If I/we withdraw the tender, EMD will be forfeited to National Seeds Corporation Ltd, Hisar .
2. I/We hereby distinctly and expressly declare and acknowledge that before the submission of tender, we have made such examination of the tender documents and such investigation of the work required to be done, as to enable us to thoroughly understand, agreements, stipulations and restriction contained in the contracts and agree that we will not hereafter make any claims or demand to Head of Farm, Central State Farm, Hisar based upon arising out of any alleged misunderstanding or misconception or mistake on our part of the said requirement.
3. I/We shall not assign or sub-contract any portion of the contract to anyone else.
4. If our tender is not accepted, the EMD shall be returned to us without any interest. If our tender is accepted, the earnest money shall be retained by Head of Farm, Central State Farm, Hisar upto the submission of acceptance of contract award letter and deposit of **Security deposit** as mentioned in tender document.
5. If upon written intimation to us by the Head of Farm, Central State Farm, Hisar, we fail to attend the said office on the date fixed therein or we fail to deposit security deposit entered into the required agreement as defined in the terms & conditions in tender documents, then we agree to the forfeiture of the earnest money. Any notice required to be served on us hereunder shall be sufficiently if delivered to us personally or forwarded by post or left at our address given herein, such notice shall be deemed to have been served.
6. I/We agree to Indemnify and keep indemnified the first party from any claims, loss or damages that may be caused to the first party on account of my/ our failure to comply with their obligations.
7. I/we, agree to discharge all the legal obligations of the employees engaged by me/us in respect of their wages and other service conditions and shall also comply with all the rules & regulations and provisions under Contract Labour (Regulations & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF, ESIC & MP (Miscellaneous Provisions) Act. Industrial dispute act etc. as applicable.
8. I/We hereby agree to Indemnify and keep indemnified the first party that no Security Guards/Supervisor /Labour will perform double duty. In case, they are found performing double duty or remain absent from duty, a penalty of double the wages shall be recovered from my/our security bill.
9. I/We have fully understood that the written agreement to be entered between us and Head of Farm, Central State Farm, Hisar shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the security Deposit has been deposited and agreement has first been signed by us and then by the officer authorized to enter into contract on behalf of CSF, Hisar.

Signature of Tenderer & Seal

Address: _____

Contact No.: _____

Proforma for Disclosure of Conflict of Interest.

(To be typed on the letter head of the bidder)

Date

Bid Document No.....

To,

Head of Farm
National Seeds Corporation Ltd,
Central State Farm,
10 km Sirsa Road, Hisar

Sub: Tender No. for Providing 16 nos farm labours for crops and plant protection from birds and wild animals and caretaking of farm's equipments/machineries and 30 nos security guards for watch and ward services at Central State Farm, Hisar for the period of 02 Year(s).

I/We _____ (Names authorized signatory (ies), on behalf of M/s-_____ do hereby undertakethat:

1. It is certified that our company or any of its Directors/ Partners/ Employees/ Affiliates or any relatives do not have any ongoing or past contractual engagement for the last one year period preceding the Bid Closing Date of this Bid Document, with CSF, Hisar.
2. Our company or any of its Directors/ Partners/ Employees/ Affiliates shall abstain from taking part, directly or indirectly, in any of the tenders invited (by CSF, Hisar), for any other project in CSF, Hisar for similar service.
3. The Director/ Partners/ Employees of our company shall refrain themselves from holding any position in any of the bidding company (ies) participating in the aforesaid type of tenders, or the successful bidding company (after award of the contract) and shall also refrain from entering into any business relationships or activities, which would result in a 'conflict of interest' with such company (ies) participating in the tender/awarded the contract.
4. Our Company shall not engaged any relative of an employee/pensioner of CSF, Hisar for security services during the contract period.

**Signature with stamp
Name of the Authorized Signatory**

BANK GUARANTEE FORM

To

Head of Farm
National Seeds Corporation Ltd,
Central State Farm, 10 km Sirsa Road, Hisar

Whereas.....(name and address of the supplier) herein after called “the supplier”) has taken, in pursuance of contract NO..... dated.....to supply..... (description of goods and services) (hereinafter called “the contract)

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank acceptable to you, for the sum specified therein as security for compliance with its (supplier’s) obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.....(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay you the sum so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating liability under this present being absolute and univocal.

We also hereby waive the necessity of your demanding the said amount from the supplier before presenting us with the demand.

We further agree that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time of performance by the supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the supplier and to forbear or enforce any of the terms and conditions relating to the contract and we shall not be relieved from our liability under this guarantee.

This guarantee shall be valid and shall remain in force until.....day of20.....(To remain valid upto 6 months after the end of contract period)

Dated the.....day of.....20

For

(name of the Bank)

Signature

Name of the officer(in Block letters)

Designation of the officer

Code No

Name of the Bank
and full address

Annexure: VI

CERTIFICATE OF PAST SERVICES

Name of the Issuing Authority _____ Designation _____
Email ID _____

Head of Farm
Central State Farm, Hisar

It is certified that M/s_____ was awarded contract for -----
----- (nature of work) for the period from ----- to -----.

The party had satisfactorily completed the contract work and had duly complied with all the terms and conditions of the contract. During the period of contract, work and conduct of the said party and its staff was found to be good. There have been no complaint/lapses on part of the said party regarding performing the contract work.

Signature with stamp
Name of the Authorized Signatory
Designation :
Organization/Department Name

- Note 1: The officer signing the certificate may please ensure before signing that he/she is competent to sign the certificate.
- Note 2: Certificate not provided by the firm in the prescribed format will not be entertained while evaluating the technical bid and the bid will be rejected straightway.

ANNEXURE VII

UNDERTAKING REGARDING NON-BACKLISTING/PROSECUTION OF THE FIRM

(To be submitted on the Non Judicial Stamp Paper of Rs 100 by the Tenderer)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

I / We / Our organization, _hereby undertake and declare that neither me nor our Organization including our Partners / Shareholders / Directors were ever blacklisted / prosecuted by any government department / statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law. I, the undersigned declare that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.

I, the undersigned also declare that no case is pending with the police / legal proceedings in court of law against the Proprietor / firm /partners or against the company / Agency and contract labour engaged by the contractor.

Date:

Place:

Signature of Authorized Person

Full Name:

Owner /Company / Firm's Seal: