

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking-" Mini Ratna" Company)

CENTRAL STATE FARM, SURATGARH

**District- Sri Ganganagar,
Rajasthan-335804.**



CIN No.: U74899DL1963GOI003913

TENDER DOCUMENTS FOR PROVIDING OUTSOURCED MANPOWER

LAST DATE & TIME FOR RECEIPT OF BIDS: UP TO 12.30 HRS ON 19TH May, 2025

DATE & TIME OF OPENING OF BIDS: AT 15.00 HRS ON 19TH May, 2025

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking-" Mini Ratna" Company)

No. CSF/SOG/HR/NSC-TD/

April, 2025

NOTICE INVITING TENDER FOR PROVIDING SKILLED, SEMI-SKILLED AND UN-SKILLED MANPOWER ON CONTRACT BASIS AT NSC LTD., CSF, SURATGARH.

National Seeds Corporation Ltd. (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 invites E-tenders from reputed and experienced Manpower Providing Agency/Service provider to provide manpower at NSC Ltd., CSF, Suratgarh of skilled, semi skilled and unskilled person on contract basis for various works. 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. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

The cost of tender document (non-refundable) of Rs. 1000/- + 18% GST = Rs. 1180/- and consolidated amount of EMD can be paid through **Banker's cheque/ Demand Draft. Online payment can be done through our portal <https://indiaseeds.enivida.com>.**

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can be seen and downloaded **from our portal <https://indiaseeds.enivida.com>.** Tender document can also be downloaded from NSC's website: <https://www.indiaseeds.com> or Central Procurement Portal www.eprocure.gov.in also. The **Banker's cheque/ Demand Draft** against the cost of tender and EMD should be in favour of **National Seeds Corporation Limited** issued from any scheduled commercial Bank payable at Suratgarh. A bid without payment of Tender cost is liable for rejection. However, MSMEs registered with NSIC are exempted from payment of cost of tender document subject to furnishing valid documentary proof in support of claim along with their request letter.

Bidder has to **submit the tender online** following the instructions appearing on the screen/NIT on the portal <https://indiaseeds.enivida.com>.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. 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.

Last date and time for receipt of Bids	: Up to 12.30 hrs on 19.05.2025
Date & Time of Opening of Bids	: At 15:00 hrs on 19.05.2025

Farm Head

GENERAL CONDITIONS OF CONTRACT (GCC)

1. GENERAL INFORMATION:

National Seeds Corporation Ltd. (NSC), a fast growing Central PSU under Ministry of Agriculture & Farmers Welfare, Govt. of India engaged in the business of Production and Distribution of certified seeds activities invites "Tender (two envelope- Technical proposal & Financial proposal)" from the reputed and experienced Manpower providing agency/Services to provide manpower of Skilled, Semi-skilled & Un-skilled person on contract basis for various work at NSC Ltd., CSF, Suratgarh. **The Manpower Providing Agency/services should be preferably Rajasthan based. If, the Agency is operating from outside Rajasthan then their Branch Office must be in Rajasthan, proof of which has to be submitted by the agency at the time of submitting the Tender. The Bid of the Agency operating outside Rajasthan and not having their Branch Offices in Rajasthan, will summarily be rejected.**

2. TERMINOLOGY:

Unless the context otherwise requires, 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 Govt. of India, as the case may be.

Ministry: Means Ministry of Agriculture and Farmers Welfare, Govt. of India (MoA&FW)

Competent Authority: Means Competent Authority of National Seeds Corporation Ltd (NSC)

Corporation / NSC: Means National Seeds Corporation Ltd.

Agency/Agencies: Means Manpower providing Agencies/Service providers

Applicable Law: This contract including all matters connected 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 New Delhi.

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. INSTRUCTIONS TO TENDERER

- a) Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.

- b) Bidders must provide the details of PAN number, GST number, EPF/ESI registration details & Registration in Labour Law etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com.
- c) Bidders must have a valid email id and mobile number.
- d) Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- e) Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
- f) Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- g) Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
- h) Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- i) Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
- j) Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- k) Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bidsheet. After saving, the same bid sheet must be uploaded in the portal.
- l) Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- m) Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
- n) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals

on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...

- o) Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
- p) After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- q) If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- r) Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
- s) The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- t) Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.
- u) For helpdesk please contact E-Tendering Cell and Help Desk on below mentioned contact details

Technical Support:- Mob.- 9355030617, 844828890, Tel: 011-49606060

Email ID- envidahelpdesk@gmail.com, envida2021@gmail.com .

PREPARATION & SUBMISSION OF APPLICATIONS:

- (i) Detailed NIT may be downloaded from NSC e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.
- (ii) Vendor can pay tender document fee as per Tender Document through Demand Draft in favour of National Seeds Corporation Limited or Online through Internet Banking/ Debit Card/ Credit Card.
- (iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) 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.
- (ii) 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 NSC, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid. No fees towards tender processing fees etc shall be refunded in this case.

OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSC shall open documents of the Application received in electronic form. NSC will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid will be opened of the technically qualified applicants. The date of opening of price bid will be notified later on.

DISCLAIMER

The Applicant must read and wholly understand all the instructions in the tender Document and submit the same accordingly.

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.

Technical Proposal

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

The technical proposal will be opened on **19.05.2025** at **15:00 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 **19.05.2025** is declared holiday, the tender will be opened at the same time on the next working day.

Financial Proposal

Financial proposal of only those agencies which fulfill the technical criteria will be opened and the date and time of opening of financial proposal will be decided & intimated by NSC to such bidders separately. Agencies are at liberty to be present personally or through their authorized agent at the time of opening of financial proposal. **Financial proposal should be inclusive of all taxes including GST where the GST amount should be mentioned separately.**

The evaluation committee, after determining whether the financial proposals are complete and without errors shall determine the lowest financial proposal (L-1) for conducting negotiation/award of contract.

5. SELECTION OF SUCCESSFUL AGENCY

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 format enclosed at Annexure-II.

The Offer shall remain valid for a period of 90 days from the last date of submission of tender documents.

6. AWARD OF CONTRACT

The contract shall be awarded to the Agency, by conveying acceptance of the proposal by NSC through registered /speed post/ courier. Negotiation with the agency, if needed will be done before award of contract.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by NSC will constitute the contract between the Agency and NSC.

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement and on the terms & conditions specified.

7. TECHNICAL CRITERIA FOR AGENCIES

1. The Agency should have been in existence for the **last 05 years** continuously i.e. since **2019-20**.
2. Should have at least Five years of working experience of similar nature in Central Govt. Ministries/Departments/PSUs/Autonomous bodies/Statutory bodies of GOI. (Certificate for having performed the work/services satisfactorily in the said ministry/dept./organization should be attached.) Mere submitting the work order will not be considered as experience. Satisfactory work completion certificate is mandatory.
3. The agency should have a minimum turnover of Rs. 05 (Five) crores every year from manpower providing services related works in last three financial years. Audited financial statement for last three years should be submitted 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 Registration, ESI, PF etc (proof in this regard may be attached)
5. **EMD of Rs. 50,000/- (Rupees Fifty thousand only)** in the form of **Demand Draft in favour of NSC, Suratgarh** to be submitted and the same will be retained by NSC as a interest free Security Deposit in the case of successful bidder. The EMD of the selected Agency will be refunded without interest on signing of agreement and submission of performance guarantee unless forfeited on the grounds of unsatisfactory service. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal. Further, The Performance Guarantee will be refunded to the Agency without any interest on due and satisfactory performance of services and completion of all obligations by the Contract.
6. The firm/agency should not have been blacklisted or debarred by any Government Organization/PSUs etc in last 05 years. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.
7. The firm/agency should have license from Labour Department for providing Manpower under Shops & Establishment Act.
8. The Firm/Agency must be in possession with the License issued under PSARA from Home Ministry for providing Security Guard.

NOTE: -The agency should have PAN, GST registration and registration under other applicable laws, Labour Laws/Income Tax Act, 1961 and should submit copies of the same.

Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.

The agency should submit the satisfactory performance report from their client from Govt./PSUs/statutory bodies/autonomous bodies.

The Manpower Providing Agency/Service Provider Agency will be engaged for two years from the date of issuance of letter of intent and which may be extended for one more year on mutual consent, if service so provided found to be satisfactory as per terms & conditions of the contract.

8. VOLUME OF WORK

NSC does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract. However at present, in NSC Total-15 (in various category) workers are engaged through outsource agency in all the categories (this number is indicative only).

9. FORCE MAJEURE

For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the Government, Act of Legislature or other Authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of NSC and the Agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party in writing as soon as possible not beyond 48 hours about the occurrence of such an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The 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 is fulfilled partly to proceed further. Decision of NSC in this regard will be final.

For the avoidance of doubts, force majeure shall not include:-

- (a) Financial distress or inability of either party to make a profit or financial loss.
- (b) Changes in market prices or conditions or
- (c) A party's financial inability to perform its obligations hereunder.

10. INDEMNITY

The Manpower Providing Agency/Service provider agency hereby agrees to keep indemnified and shall keep indemnified and hold harmless, NSC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Manpower Providing Agency/Service provider agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

11. EARNEST MONEY DEPOSIT

The Agency shall furnish an Earnest Money deposit (EMD) in favour of "National Seeds Corporation Limited" issued by any Nationalized Bank or by State Bank of India or its subsidiaries for an amount of Rs.50,000/- at the time of submission of proposal through offline/online mode in the form of demand draft in favour of National Seeds Corporation Limited payable at Suratgarh or online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>

The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal. The EMD of the selected Agency will be refunded without interest on signing of agreement and submission of performance guarantee unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes "unsatisfactory service" shall solely lie with NSC and shall be final & binding. If the agreement is not signed

and performance guarantee is not submitted as per clause below, the EMD amount will be forfeited.

Agreement

The parties will enter into an Agreement within 15 days from the date of issue of work order. The Agency will provide Performance Guarantee equivalent to Rs. 10,00,000/- within 15 days from the date of issue of work order.

12. OTHER TERMS AND CONDITIONS

- a) Online quotations should be submitted on or before **19.05.2025 by 12:30 hrs** and the technical quotation will be opened on the same date at **15:00 hrs**.
- b) **Two bids** may be submitted i.e. **“technical bid” and the “price bid”**. The **technical bid** would contain the documents, i.e. **certificate/document for award of work and for satisfactory completion experience, EMD, proof of existence since 2019-20, registration of GST, PAN, ESI, PF etc as indicated at SL. No.1 to 3 above**. ‘Price-bid’ of only those bidder will be opened, who has been found successful after evaluation of technical bid.
- c) Rates should be quoted separately for each staff provided under three categories of Unskilled/Semi-Skilled/Skilled persons like agriculture graduate/post graduate, computer operator, stenographers, MTS, driver, labour for **service charges in rupees per month**.
- d) **One month shall be considered as 26 days (after deducting the rest day) and if a worker is called on the rest day due to exigency of work, then the worker will be paid wages for that day but the manpower providing agency will not be paid any additional service charge.**
- e) No service provider will collect any monetary as charge after engagement from staff so provided to NSC on any account.
- f) The service charges must be quoted in **Rupees** not in **Paise** in the financial bid by the bidder which should be workable i.e. should not be zero or impracticable. Otherwise his bid will be void *ab-initio* and will not be considered for evaluation for lowest bid. Impracticability of the bid will be decided by NSC on the basis of the prevailing rates for a minimum quality of service.
- g) The outsource staff will be engaged/changed as per the direction/requirement of the NSC at any stage.
- h) Offered rates should be valid for **One year** from the date of commencement of contract.
- i) 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 may have to be supplied at a short notice of 3 hours. In case of leave/absence of manpower, alternate arrangement will be made by the Agency. Skilled manpower, such as agriculture graduate/post graduate, stenographers, data entry operators, technical assistant must preferably be possessing requisite qualification and experience.
- j) 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 have been engaged. Deduction of statutory dues from the payments to the contract manpower and timely remittance thereof would be the sole responsibility of the Agency.

- k) Verification of character and antecedents of the labourers to be engaged/deployed will be submitted by the bidder on engagement i.e. before commencement.
- l) The manpower supplied at no time will perform any such act that would lower the dignity of the NSC. In case the quality of services of any personnel supplied is not found satisfactory, the NSC shall have the right to return that person to the Agency, who shall provide a suitable replacement within twenty four hours.
- m) The Agency shall comply with all provisions of labour laws and other statutory requirements in relations to the persons engaged including payment of minimum wages as lay down by or under any law in force and as amended from time to time.
- n) The Agency shall maintain/produce/the required records/documents as and when called for by the appropriate authority, as well as to NSC to enable it to verify that the Agency is complying with statutory requirements with regards to TDS of tax, PF, ESI and other labour laws, from time to time.
- o) 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.
- p) 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 shall not be liable, in any case and an undertaking to this effect should be furnished by the Agency. NSC shall not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer/worker in case of any personal injury is caused by accident/mis-happening arising out of and in the course of any work at NSC premises.
- q) The personnel supplied by the Agency will be the employee of the Agency and there will be no master-servant relationship between the NSC and the contract labourer/workers. All the statutory liabilities and responsibilities will be that of the Agency and NSC has no legal responsibilities on the same.
- r) For any loss came to National Seeds Corporation/Schemes by the employed manpower will be recovered by Manpower Providing Agency.
- s) The Agency shall not give sub-contract/sublet, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- t) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- u) Notice inviting tender can be seen at NSC web site, www.indiaseeds.com.
- v) 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 inforce.
- w) 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.

- x) Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by NSC or the Agency, may be taken or executed only by the officials authorized by their Competent Authority, respectively.
- y) 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 under any circumstances, whatsoever.
- z) Since, in near future, there are major upcoming reforms in Labour Laws which will be implemented. So agency will be bound to abide the provisions of the reformed Labour Laws, as per the applicability, from the date of its implementation or as and when NSC gives necessary directions to implement. Agency has to abide by all statutory & mandatory compliance make applicable by Govt. of India.

Commencement, Completion, Modification, & Termination of Contract Effectiveness of Contract

The contract shall come into effect from the date of issuance of letter of intent by NSC.

Commencement of Services

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by NSC as per its requirement. If the Agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

Expiration of Contract

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

Modification

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

Subletting

The Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Agency contravening this condition, NSC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Agency. In such case the performance guarantee of the selected Agency, will be forfeited and the said agency will be permanently debarred from participating in any tender process of the Corporation in future.

Termination

(i) By Corporation (NSC)

NSC 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 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.

(ii) By Agency

The Agency may terminate this Contract, by giving not less than thirty (30) days' written notice to NSC if it fails to pay any undisputed amount due to the Agency under the Contract, provided that if NSC pays such amount within the notice period such termination notice shall become in-fructuous.

Payment upon Termination

NSC 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.

13. 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 assignment.

Agency shall not to take Benefit by way of Commissions, Discounts, administrative charges.

The charges in the name of administrative charge by the Agency shall constitute the Agency' sole responsibility in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract, and the Agency shall use their best efforts to ensure that the Personnel or agents too shall not receive any such payment/benefit other than service charges claimed by Manpower Agency from NSC in reimbursement or bill for providing manpowers.

Neither the Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

Agency shall be liable to pay damages to NSC for any losses, costs and expenses incurred by NSC due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

Confidentiality and Nondisclosure Agreement

Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the project, any information concerning the project, the services, Proprietary Material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

This Clause shall not apply to information:

- i) Already in the public domain, otherwise than by breach of this Agreement.
- ii) Already in the possession of the receiving Party before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality; or
- iii) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The Agency shall obtain NSC's prior approval in writing wherever necessary.

Documents Prepared by the Agency to be the Property of NSC. All plans, charts, specifications, designs, reports, and other documents and software submitted by the Agency shall become and remain the property of NSC, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to NSC, 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 the NSC.

Removal and/or Substitution of Outsourced Manpower.

If NSC finds that any of the Outsourced Manpower has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) NSC has reasonable cause to be dissatisfied with the performance of any of the Outsourced Manpower, then the Agency shall, at NSC's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

Liability for Outsourced Manpower.

All Outsourced Manpower employed by the Agency shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such Outsourced Manpower shall be that of the Agency. The Agency shall indemnify NSC against all claims whatsoever arising in respect of the said Outsourced Manpower under any statute/law in force. An undertaking to this effect shall be furnished by the agency at the time of submitting the tender.

14. OBLIGATIONS OF THE CORPORATION (NSC)

NSC shall provide the Agency such reasonable assistance as may be required in order to carry out the assignment.

15. PAYMENTS TO THE AGENCY

The Agency will be paid at the accepted rates on successful completion of work every month subject to the terms and conditions of the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the Agency and NSC will not be responsible for the same.

Terms and Conditions of Payment

All payment shall be made after the conditions listed for such payment have been met, and the Agency has submitted an invoice to NSC specifying the amount paid to each engaged outsource staff along-with mandatory compliance of statutory provisions along-with evidence.

Other terms of Payments:-

- a) No Advance payment will be paid by NSC.
- b) Payment shall ordinarily be made within 15 days of receipt of the invoice and other documents complete in all respect (such as EPF/ESI challan, NEFT/RTGS details etc.) with special emphasis on monthly EPF/ESI Challan.
- c) Payment will be released on original bills only.

16. CORRUPT OR FRAUDULENT PRACTICES

NSC expects the highest standard of ethics during the selection and executions of such contracts. In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of NSC. Submission of forged documents in connection with this tender.
- (iii) "collusive practice" means a scheme or arrangement between two or more Agency, with or without the knowledge of NSC (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the executive of contract.

It is further provided that NSC will reject the proposal, forfeit the EMD and ban the Agency permanently if it is found that the Agency has engaged in corrupt or fraudulent activities in competing for the contract in question. NSC shall be free to take any other action also.

NSC reserves the right to inspect the accounts and records of the Agency relating to the performance of the contract and to have them audited by auditors appointed by NSC.

17. SCOPE OF SERVICE

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 and the Agency. The Agency shall not act or attempt or represent itself as an agent of NSC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the NSC.

18. SCOPE OF WORK/CONTRACT

Services to be provided on all working days during the normal general shift duty hours from **9:30 a.m. to 05.15 p.m.** with one hour lunch break. It could, however be changed to shift duties, in the case of security and other similar types of duties, as per requirements. In case, the services are not given for a particular day, proportionate recovery will be made at the quoted rate of rupees per person. Presently, NSC is observing six days working at CSF, Suratgarh in a week. Persons so engaged, may be called on Sundays/Holidays as and when required.

Security Guard so engaged will be required to work in 08 hours shift (round the clock duty) and will not leave the work place until and unless being relieved by the other guard so deputed by the agency. In no case, the duty place will not be left unmanned.

1. The persons engaged to function as of Graduate Skilled, Skilled, Semi-skilled & Unskilled will be paid remuneration mentioned as under:

Rate of Present Wages							
Category/ Classification of Manpower	NSC	NFSM	NMOOP	PKVY	SHCS	RKVY	MOVCDNER
Agriculture Graduate/Post Graduate	Remuneration fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages	-	-	-	-	-	-
DEO/Stenographer / Assistant (Graduate Skilled)		-	-	-	-	-	-
Security Guard/ Driver/Electrician (Skilled)		-	-	-	-	-	-
MTS (Semi Skilled)	As per prevailing Minimum Wages	-	-	-	-	-	-
Labour (Unskilled)		-	-	-	-	-	-

The details regarding educational qualification & other qualification/certificates/documents, salary in hand, deductions 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 Govt. of India.*

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 on any

account. Any complaint received from staff to be engaged /engaged, explanation will be asked from agency liable to be penalized in terms of agreement or may lead to termination of contract.

3. Besides the above, NSC/Ministry will also pay subscription/contribution towards ESI in respect of the persons engaged for which Service Provider Agency have to produce the necessary documents in individual name of staff to be engaged for release of payment.
4. The engaged persons need to be **PAID BY 1ST OF EVERY MONTH the above remuneration by cheque/NEFT only along with necessary detailed slip of salary.** No cash disbursement of remuneration shall be allowed in any case and violation will lead to termination of the contract. **In the case of payment of salary is made through NEFT direct in the account of the engagement person then the NEFT details for the paid amount will be deposited along with bills.**

19. MODE OF PAYMENT

Manpower Providing Agency/Service providing agency will raise the bill for 5(five) different categories of staff provided which include separate part of his/her salary, amount of ESI (Employer and employee contribution) and service charges (excluding tax) along with monthly bill for payment. It is mandatory for Manpower Providing Agency/Service providing agency to submit individual ESI challan against each staff engaged by agency and make available necessary ESI Cards to such persons.

20. ARBITRATION

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions. Then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time under this provision, the chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will 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.

21. JURISDICTION

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

22. PERFORMANCE GUARANTEE

i) The successful bidders will have to submit performance security to ensure due performance of the providing Manpower work as Agency to an amount of Rs. 10,00,000/- (Rupees Ten lakhs only) in the form of an Account Payee Demand Draft/Fixed Deposit from a commercial bank/Bank Guarantee from a scheduled/nationalized/commercial bank in the name of National Seeds Corporation Ltd., as per the text provided by the Authority.

(ii) The performance security is valid for a period for a period of 30 days beyond the validity of the Agreement for providing Manpower by Agency.

(iii) Earnest Money will be refunded to the successful Applicant on receipt of agreement and performance guarantee without interest.

23. INTERESTED AGENCIES fulfilling the eligibility criteria contained in the tender document may get it on written request at the address mentioned below, on payment of Rs. 1000/- + 18% GST through offline/online mode in the form of demand draft in favour of National Seeds Corporation Limited or online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.

Annexure-I

(To be submitted in on line mode 'Technical & Commercial Bid')

To

FROM

The Farm Head,
National Seeds Corporation Ltd.,
Central State Farm, Suratgarh,
District- Sri Ganganagar (Raj.)

Sir,

Profile of our Company is as under:

1. Constitution or legal status of Bidder (Attach Copy)

Name of Agency	Address	Contact No. & Fax No.	Email id	Website	Address of Rajasthan Office (if Head Office is outside Rajasthan)	Name of Authorized representative	Contact no. of authorized representative

• Upload following documents in support:

- Place of registration: _____
- Principal place of business: _____
- Power of attorney of signatory of Bid
- Details of incorporation under Companies Act, 1956 (Attach Memorandum & Articles of Association, Certificate of Incorporation)

- 2. Work performed:** The bidder should have experience of at least five years of similar nature in Central Govt. Ministries/Departments/PSUs/Autonomous bodies/Statutory bodies of GOI. (Certificate for having performed the work/services satisfactorily in the said ministry/dept./organization should be attached.)

Year	Name of PSUs/ Govt. Dept. & Contact person with Mob. No.	Work Order No. & date	Value (Rs. in lakhs)	Period of work (in years /Month)	No. of Person engaged during the period				Total remuneration paid to persons engaged during the period	Total amount received for service for providing manpower	Remarks explaining reasons for delay and work completed.
					Skill ed	Semi- skilled	un- skilled	Total			

Upload copies of such work Orders, proof of completion and performance certificate(s).

- 3. The eligible firm shall have minimum turnover of Rs. 5 (Five) crores every year from placement and providing manpower services related works in last three financial years.**

Financial year	Annual Turnover (Rs. in Cr.)	Annual Profit/ loss (Rs. In Cr.)	Remarks

- Upload copies Annual turnover of last three financial years from recruiting & testing services (audited financial statement of last 3 years to be enclosed). Company's CA certificate in segment turnover is not disclosed in the financial statements.

4. Bank Details:

Bank Name	Account No.	Type of Account	IFSC Code

5. GST Registration No.:

GST No.	
---------	--

- Upload copies of supporting documents.

6. Income tax Details:-

PAN No	Returns for Last Three Years	
	Year	Copy

- Upload copies of supporting documents.

7. MSME registration details (NSIC registered unit) along with a valid copy of NSIC Registration Certificate (up-Load) :

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

- Upload copies of supporting documents.

8. Copy the License issued by Labour Department for providing manpower under Shops & Establishment Act.

- Upload copies of supporting documents.

9. Copy of the License issued under PSAR Act from Home Ministry for providing Security Guards.

- Upload copies of supporting documents.

10. Department/Institution/Public Enterprises/Undertaking and no arbitration/court case is lying pending with this office as on date as per Performa attached as **Appendix-I - (Upload)**

11. Affidavit no circumstances exceeded lowest price of identical solution to Govt. / Semi Govt. Organizations. Performa attached as **Appendix-II - (Upload)**

12. The agency has not been debarred/banned/blacklisted by any Govt. department /PSUs for proving manpower work in last 5 years. Performa attached as **Appendix-III - (Upload)**

13. Compliance of statutory Requirement i.e. PF & ESI Performa attached as **Appendix-IV - (Upload)**

14. Undertaking of having Branch Office in Rajasthan. Performa attached as **Appendix-V - (Upload)**

15. Undertaking for liability regarding Govt. dues as well as any human loss/injury during the course of work. Performa attached as **Appendix-VI - (Upload)**

16. Undertaking for responsibility under any statutory enactment in respect of all outsources manpower. Performa attached as **Appendix-VII - (Upload)**

17. Authorization for Signing Bid (With Valid Letterhead) - (Upload)

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company

Place: -

Date: -

Signature:-----

Name of Authorized Signatory: -----

Complete Postal Address: -----

Rajasthan Address (for outside agency)-----

Phone No.:

Mob. No. :-

E-mail Address: -

FORMAT FOR SUBMITTING FINANCIAL BID BY THE AGENCIES.

(To be submitted on letter head of firm/agency under signatures of the authorized signatory)

The Farm Head,
National Seeds Corporation Ltd.,
Central State Farm, Suratgarh,
District Sri Ganganagar (Raj.)

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

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

SI. No.	Category of Manpower	Fix Remunerat ion Per Month (subject to change if Minimum Wages changes)	EPF		ESI		Total cost against each person engaged	Price - Amount of monthly Service Charges in rupees against each person to be engaged in each category (excluding GST)	GST on Pric e	Tota l (Pric e + GST)
			Employer Share @ 13% of Rs. 15000/- Ceiling	Employee Share @12% of Rs. 15000/- Ceiling	Employer Share @ 3.25% of Net Salary	Employee Share @0.75% of Net Salary				
I. Category- Graduate Skilled Staff										
1.	Agriculture Graduate/ Post Graduation	Remunerat ion fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages								
2.	Person to perform function of (Stenographer/ Data Entry Operator/Clerk/Computer Operator and Office Assistant) at NSC Ltd., CSF, Suratgarh	Remunerat ion fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages								

II. Category- Skilled Staff										
1	Electrician, Driver & Security Guard (without arms) at NSC Ltd., CSF, Suratgarh	Remuneration fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages								
III. Category- Semi – Skilled Staff										
1	Multi Purpose Assistant (Dairy Dispatcher, Office Attendant, MTS Office boy etc.) at NSC Ltd., CSF, Suratgarh	As per prevailing Minimum Wages								
IV. Category- Un- Skilled										
1	Labour	As per prevailing Minimum Wages								

(Person employed for NSC will be paid Minimum Wages at prevailing rates at the time of award of the contract and others as decided by the concerned department)

Note: - 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.

FINANCIAL EVALUATION FOR AWARD OF TENDER WILL BE BASED ON THE TOTAL BID BY THE PARTIES IN ALL 04 CATEGORIES TOGETHER, IT IS THEREFORE, THE BIDDER/AGENCY SHOULD BID FOR ALL 04 CATEGORIES MANDATORILY.

The offer will be valid for 30 days from the last date of submission of this bid.

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

**Place:
Date:**

**Signature of Authorized Signatory:
Name and Seal of the bidder:**

Annexure - III**Minimum Qualification & Experience required for following 4 categories of Outsourced staff**

SL No.	Category of Staff	Minimum Qualification	Minimum Experience	Net Salary in hand per month
I. Category- Graduate Skilled Staff				
1.	Agriculture Graduate/ Post Graduation	B.Sc. (Agri.)/M.Sc. (Agri.)	Minimum 1(one) year experience in relevant field of work.	Remuneration fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages
2.	Clerk, Stenographer, Data Entry Operator, Office Assistant & Computer Operator at NSC	Graduate with six month computer course or RSCIT Certificate or COPA For Stenographer: In addition to the above, 01 year certificate of Stenography is essential.	Minimum 1(one) year experience in relevant field of work.	Remuneration fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages
II. Category- Skilled Staff				
1.	Electrician, Auto Electrician, Driver	I.T.I in relevant trade For Driver Matriculate with Valid Driving License	Minimum 1 (one) year experience	Remuneration fixed by HQ / If not fixed by HQ then as per prevailing Minimum Wages
	Security Guard (without arms)	Matriculate or above	-	
III. Category- Semi – Skilled Staff				
1.	Multi Purpose Assistant (Dairy Dispatcher, Office Attendant, MTS Office boy etc.)	Matriculate	Fresher	As per prevailing Minimum Wages
IV. Category- Un- Skilled				
1.	Labour	Physically fit persons	-	As per prevailing Minimum Wages

Appendix-I

AFFIDAVIT CERTIFICATE

I/We _____ (Name, Designation and Address) hereby declare
that my/our firm/Company has no arbitration/court case pending with National Seeds Corporation Ltd.

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

stamp _____

Place: _____

Dated: _____

Appendix-II

AFFIDAVIT CERTIFICATE

I /We _____(Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of identical goods given to any Govt. Deptt./PSUs/Institutions/Organizations etc during current year .

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Appendix-III

DECLARATION

We hereby declare that, we have not been banned/de-listed/black listed from providing outsource manpower by any PSU or Govt. Department during the last five years.

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Appendix-IV

UNDERTAKING

This is to undertake that, (Name of the Organization) has been complying with the Statutory Compliance Requirement for PF and ESI Deduction and following laid down norms of Govt. in this regards.

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Appendix-V

UNDERTAKING

This is to undertake that, (Name of the Organization) is having its branch office in Rajasthan which is situated at “

.....
.....”

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Appendix-VI

UNDERTAKING

This is to undertake that, (Name of the Organization)/The Second Party/Agency will have all liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the Agency. National Seeds Corporation Limited/the First Party shall not be liable, in any case. NSC will not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer/worker in case of any personal injury is caused by accident/mis-happening arising out of and in the course of any work at NSC premises.

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Appendix-VII

UNDERTAKING

This is to undertake that All Outsourced Manpower employed by (Name of the Organization)/The Second Party engaged by them will be as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such Outsourced Manpower shall be that of (Name of the Organization)/The Second Party. The Agency shall indemnify National Seeds Corporation Limited/The First Party against all claims whatsoever arising in respect of the said Outsourced Manpower under any statute/law in force.

Signature of Authorized Signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp _____

Place: _____

Dated: _____