

NATIONAL SEEDS CORPORATION LIMITED

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

**Beej Bhavan, Pusa Complex,
New Delhi-110012**



CIN No.: U74899DL1963GOI003913

TENDER DOCUMENTS FOR PROVIDING OUTSOURCED MANPOWER ON CONTRACT BASIS

LAST DATE & TIME FOR RECEIPT OF BIDS: UP TO 16.30 HR. ON 14th November, 2018

DATE & TIME OF OPENING OF BIDS: AT 17.00 HR ON 14th November, 2018

NATIONAL SEEDS CORPORATION LIMITED

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

No. 66(1)/2017/HR/NSC-TD

October, 2018

NOTICE INVITING TENDER FOR PROVIDING SKILLED, SEMI-SKILLED AND UN-SKILLED MANPOWER ON CONTRACT BASIS AT NSC HEAD OFFICE NEW DELHI

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 Head Office New Delhi of skilled, semi skilled and unskilled person on contract basis for various work. 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/- and consolidated amount of EMD can be paid through **Banker's cheque/ Demand Draft. Online payment can be done through our portal <https://indiaseeds.eproc.in>.**

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can be seen and downloaded **from our portal <https://indiaseeds.eproc.in>**. Tender document can also be downloaded from NSC's website: <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 **Delhi/New Delhi**. 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.eproc.in>.

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 : Upto 16.30 hrs on 14.11.2018
Date & Time of Opening of Bids : At 17:00 hrs on 14.11.2018

SR. GENERAL MANAGER (HR)

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 Head Office. **The Manpower Providing Agency/services should be preferably Delhi or Delhi NCR based. If, the Agency is operating from outside Delhi or NCR then their Branch Office must be in Delhi or NCR. The Bid of the Agency operating outside Delhi or Delhi NCR and not having their Branch Offices in Delhi, 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

3.1. DEFINITIONS:

- (i) C1 India Private Limited: Service provider to provide the e-Tendering Software.
- (ii) NSC e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited ("NSC") introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

3.2. ACCESSING/PURCHASING OF BID DOCUMENTS:

- a) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering of NSC.
- b) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSC working days.
- c) To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSC e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- d) After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- e) All profile activations will be done only during NSC working days. No profile activation will take place during NSC Holidays & gazetted holidays.
- f) The amendments/ clarifications to the tender, if any, will be posted on the NSC e-Tendering Portal (<https://indiaseeds.eproc.in>).
- g) To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document 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>.
- h) To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through offline/online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).
- i) Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSC e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC for the said work are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- j) For helpdesk please contact E-Tendering Cell and Help Desk Support.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. DISCLAIMER

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

Sr. General Manager (HR)

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.

4.1. Technical Proposal

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

The technical proposal will be opened on **14/11/2018** at **17:00 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 **14/11/2018** is declared holiday, the tender will be opened at the same time on the next working day.

4.2. 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 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 **2013-14**.
2. Should have at least Three years of working experience of similar nature in Central Govt. Ministries/Departments/PSUs/Autonomous bodies/Statutory bodies of GOI. (Certificate for having performed the work/services satisfactorily in the said ministry/dept./organization should be attached.)
3. The agency should have a minimum turnover of Rs. 07 (seven) 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.25,000/- (Rupees Twenty Five thousand only)** in the form of **Demand Draft in favour of NSC, New Delhi** to be submitted and the same will be retained by NSC as a interest free Security Deposit/performance guarantee in the case of successful bidder. The Security Deposit will be refunded to the Agency 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 year from the date of issuance of letter of intent and which may be extended for one more year on mutual consent, if service so provided found to be satisfactory as per terms & conditions of the contract.

8. VOLUME OF WORK

NSC does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract. However at present, in NSC Total-37 (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 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.

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. 25,000/- 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 New Delhi 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.

11.1. 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 **14/11/2018 by 1630 hrs** and the technical quotation will be opened on the same date at **1700 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 of satisfactory experience, EMD, proof of existence since 2013-14, registration of sales tax, PAN, ESI, PF etc as indicated at SL. No.1 to 3 above**. 'Price-bids' of only those bidder will be opened, who has been found successful after evaluation of technical bid.
- c) Rates should be quoted separately for each staff provided under three categories of Unskilled/Semi-Skilled/Skilled persons like computer operator, stenographers, MTS, driver, labour for service charges in rupees per month.
- d) No service provider will collect any amount as charge after engagement of staff so provided to NSC on any account.
- e) However the service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable. Otherwise his bid will be void *ab-initio*
- f) Offered rates should be valid for two year from the date of commencement of contract.
- g) 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 stenographers, data entry operators, technical assistant must preferably be possessing requisite qualification and experience.

- h) 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.
- i) Verification of character and antecedents of the labourers to be engaged/deployed will be submitted by the bidder on engagement i.e. before commencement.
- j) The manpower supplied at no time will perform any such act that would lower the dignity of the NSC. In case the quality of services of any personnel supplied is not found satisfactory, the NSC shall have the right to return that person to the Agency, who shall provide a suitable replacement within twenty four hours.
- k) 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.
- l) 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.
- m) The engagement does not confer any right for continuation or extension of the contract on any account, and this is purely a short term temporary arrangement on contractual basis.
- n) All liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the 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 accident/mis-happening taken place at NSC premises.
- o) 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.
- p) The Agency shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- q) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.

- r) Notice inviting tender can be seen at NSC web site, www.indiaseeds.com.
- s) Any changes in the terms of the document can only be made in writing and by mutual agreement. The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.
- t) 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.
- u) 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.
- v) 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.

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.

12.1. 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.

12.2. Expiration of Contract

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

12.3. Modification

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

12.4. 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.

12.5. 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 infructuous.

12.6. 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.

13.1. 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.

13.2. 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.

13.3. Removal and/or Substitution of Personnel

If NSC finds that any of the Personnel 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 Personnel, 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.

13.4. Liability for Personnel

All persons 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 personnel shall be that of the Agency. The Agency shall indemnify NSC against all claims whatsoever arising in respect of the said personnel under any statute/law in force.

14. OBLIGATIONS OF THE CORPORATION (NSC)

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

15. PAYMENTS TO THE AGENCY

The Agencies 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.

15.1. 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.

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 **10.00 am to 05.30 p.m.** with half an hour lunch break. It could, however be changed to shift duties, in the case of security and other similar types of duties, as per requirements. In case, the services are not given for a particular day, proportionate recovery will be made at the quoted rate of rupees per person. Presently, NSC is observing six days working in head office in a week. Persons so engaged, may be called on Saturday as per requirement without any extra remuneration. However, if called to work on Sundays/National Holidays the engaged persons be paid one day remuneration.

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 Minimum Wages			
Category/Classification of Manpower	NSC	NFSM/ PKVY/ SHCS	NMOOP/ MOVCNDR/ RKVY/ SMSP
DEO/Stenographer/ Assistant (Graduate Skilled)	18332.00	18332.00	17604.00
Security Guard/ Driver/Electrician (Skilled)	16858.00	N/A	N/A
MTS (Semi Skilled)	15296.00	15296.00	14698.00
Labour (Unskilled)	13896.00	N/A	N/A

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 NCT Delhi.*

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 the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be New Delhi. The sole arbitrator will be appointed by CMD/NSC whose decision in this regard will be final & binding.

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 be 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.

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/- (Rupees one thousand only) 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>.

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

To**FROM**

The Sr. General Manager (HR),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

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 Delhi /NSC Office (if Head Office is outside Delhi/NCR)	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	Tota l			

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

3. The eligible firm shall have minimum turnover of Rs. 7 (seven) crores every year from placement and providing manpower services related works in last three financial years ending March, 2018.

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 ending FY 2016-17	
	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 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. 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: -----

 Delhi/NCR Address (for outside agency)-----

 Phone No.: -----
 Mb. 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)

Sr. GM (HR),
National Seeds Corporation Ltd.
Beej Bhawan,
Pusa Complex,
New Delhi -110012.

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:

Sl. No	Category of Manpower	Fix Remuneration p.m. (Subject to change if Minimum Wages changes)	PF		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 Price	Total (Price + GST)
			Employer's share @ 13.61%	Employee's share @ 12%	Employer's share @ 4.75	Employee's share @ 1.75				
I. Category - Graduate Skilled Staff										
(a)	Person to perform function of (Stenographer/ Data Entry Operator/ Clerk/Computer Operator and Office Assistant) at NSC and DAC, Ministry of Agriculture & Farmers Welfare	Rs.18332/-	Nil	Nil	Rs. 871/-	Rs. 321/-	Rs.19203/-			
(b)	Person to perform function of (Stenographer/ Data Entry Operator/ Clerk/Computer Operator and Office Assistant) at NFSM, PKVY, SHCS, Ministry of Agriculture & Farmers Welfare	Rs.18332/-	Rs. 2495/-	Rs. 2200/-	Rs. 871/-	Rs. 321/-	Rs. 21698/-			
(c)	Person to perform function of (Stenographer/ Data Entry Operator/ Clerk/Computer Operator and Office Assistant) at NMOOP, RKVY, MOVCDNER, SMSP Ministry of Agriculture & Farmers Welfare	Rs. 17604/-	Rs. 2396/-	Rs. 2112/-	Rs. 836/-	Rs. 308/-	Rs. 20836/-			

II. Category - Skilled Staff								
(a)	Security Guard (without arms) & Driver at NSC & DAC, Ministry of Agriculture	Rs.16858/-	Rs. 2294/-	Rs.2023/-	Rs. 801/-	Rs. 295/-	Rs.19953/-	
III. Category - Semi - Skilled Staff								
(a)	Person to perform function of Multi Purpose Assistant (Dairy Dispatcher, Office Attendant and Office Boy) at NSC.	Rs. 15296/-	Rs. 2082/-	Rs. 1836/-	Rs.727/-	Rs. 268/-	Rs. 18105/-	
	Person to perform function of Multi Purpose Assistant (Dairy Dispatcher, Office Attendant and Office Boy) NMOOP, RKVY, MOVCNDR & SMSP Ministry of Agriculture & Farmers Welfare	Rs.14698/-	Rs. 2000/-	Rs.1764/-	Rs. 698/-	Rs. 257/-	Rs. 17396/-	
(b)	Person to perform function of Multi Purpose Assistant (Dairy Dispatcher, Office Attendant and Office Boy) at NFSM, SHCS, PKVY, Ministry of Agriculture & Farmers Welfare	Rs. 15296/-	Rs. 2082/-	Rs. 1836/-	Rs.727/-	Rs. 268/-	Rs. 18105/-	
IV. Category-Un- Skilled Staff								
(a)	Labourers	Rs.13896/-	Rs.1891/-	Rs.1668/-	Rs. 660/-	Rs. 243/-	Rs.16447-	

(Staff employed for NSC will be paid Minimum Wages @ prevailing 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 category 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 a 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.	Clerk, Stenographer, Data Entry Operator, Office Assistant & Computer Operator at NSC	Graduate with six month computer course. For Stenographer: In addition to the above, 01 year certificate of stenography is essential.	Minimum 1(one) year experience in relevant field of work.	Rs. 18011/- (ESI contribution Rs. 321) Total = Rs. 18332/- inclusive ESI.
	Clerk, Stenographer, Data Entry Operator, Office Assistant & Computer Operator at NFSM, PKVY, SHCS of MoA&FW			Rs. 15812/- (EPF contribution Rs. 2200 & ESI contribution Rs. 321) Total = Rs. 18332/- inclusive PF & ESI.
	Clerk, Stenographer, Data Entry Operator, Office Assistant at NMOOP, RKVY, & SMSP, MOVCDNER, of MoA&FW			Rs.15184/- (EPF contribution Rs. 2112 & ESI contribution Rs. 308) Total = Rs. 17604 inclusive PF & ESI.
II. Category- Skilled Staff				
1.	Driver at NSC & MoA&FW	Matriculate with Valid Driving License	Minimum 2 (two) years experience	Rs.14540/- (EPF contribution Rs. 2023 & ESI contribution Rs. 295) Total = Rs. 16858/- inclusive PF & ESI.
	Security Guard (without arms)	Matriculate	Ex - serviceman	
III. Category- Semi - Skilled Staff				
1.	Multi Purpose Assistant (Dairy Dispatcher, Office Attendant, Office boy etc.) at NSC	Matriculate	Fresher	Rs.13192/- (EPF contribution Rs. 1836 & ESI contribution Rs. 268) Total = Rs. 15296 inclusive PF & ESI.
	Multi Purpose Assistant (Dairy Dispatcher, Office Attendant, Office boy etc.) at NFSM, PKVY, SHCS of MoA&FW			Rs.13192/- (EPF contribution Rs. 1836 & ESI contribution Rs. 268) Total = Rs. 15296 inclusive PF & ESI.
	Multi Purpose Assistant (Dairy Dispatcher, Office Attendant, Office boy etc.) at NSC, NMOOP, RKVY, MOVCDNER & SMSP, MoA&FW			Rs.12677/- (EPF contribution Rs. 1764 & ESI contribution Rs. 257) Total = Rs. 14698 inclusive PF & ESI.
IV. Category- Un- Skilled				
4	Labour	Physically fit persons	Below 45 yrs.	Rs.11985/- (EPF contribution Rs. 1668 & ESI contribution Rs. 243) Total = Rs. 13896 inclusive PF & ESI.

Appendix-I

AFFIDAVIT CERTIFICATE

I/We _____ (Name, Designation and Address) hereby declare that my/our firm/Company has no arbitration 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: _____