

राष्ट्रीय बीज निगम लिमिटेड,
681-690 बीज भवन,
गुलटेकडी, मार्केट यार्ड
पुणे-411037

फोन नं 020-24264587
फैक्स नं. 020-24272584

तकनीकी कर्मों की सेवा लेने हेतु निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड, पुणे महाराष्ट्र राज्य में स्थित इकाईयों पर तकनीकी कर्मों की सेवा लेने हेतु पंजीकृत सेवाप्रदाता संस्थाओं से निविदा आमंत्रित करती है। निविदा के नियम एवं शर्तों की प्रति निगम के वेबसाइट www.indiaseeds.com तथा उपरोक्त पते से दिनांक 12.10.2013 से लेकर 28.10.2013 (समय 12.00 बजे तक) प्राप्त किये जा सकते हैं। निविदा की कीमत रु.315/- (Non refundable) है। Website से प्राप्त की गई निविदा के साथ रु.315/- का डी.डी. जो National Seeds Corporation Ltd, के नाम जारी हो Payble at Pune लगाना आवश्यक है।

भरी हुई निविदायें दिनांक 28.10.2013 को समय सुबह 10.00 बजे से होपहर 01.00 बजे तक क्षेत्रीय कार्यालय पुणे में स्वीकार की जायेंगी तथा उसी दिन निविदादाताओं / उनके प्रतिनिधियों के समक्ष दोपहर 02.30 बजे खोली जायेंगी। अधिक जानकारी के लिये उपरोक्त पते पर संपर्क किया जा सकता है। किसी भी निविदा को अंशत : या पूर्णत : स्वीकार या अस्वीकार करने का अधिकार रा.बी.नि के पास सुरक्षित रहेगा।

(आर.के माथुर)
क्षेत्रीय प्रबंधक
महाराष्ट्र राज्य

Fax No. 020-24272584
Telephone No. 020-24264587
0240-2483278

NATIONAL SEEDS CORPORATION LTD.
(A Govt of India Undertaking-Mini Ratna Company)
681-690, MARKET YARD, GULTEKADI,
PUNE – 411037

Issuing Office:

From,

M/s. _____

To,

Regional Manager
National Seeds Corporation Limited
681-690, Market Yard, Gultekdi
Pune – 411037

Sir,

With reference to your tender/advertisement -----
dated-----, we hereby agreed with the attached terms and conditions of the
tender. Necessary documents are attached as mentioned in the Technical Bid and
Financial Bid for the rate quoted on monthly basis (in rupees) as mentioned in the
Company's Letter Head for providing Technical Staff (each staff) for various technical
duties at the various location of NSC Ltd in Maharashtra.

Yours faithfully,

Date:
Place:

Signature
Name
Complete Address
Phone No.
Fax No.
E-mail
Seal

NATIONAL SEEDS CORPORATION LIMITED
(A Govt of India Undertaking-Miniratna company)
Beej Bhavan, Market Yard, Gultekdi
Pune-411037

**TERMS AND CONDITIONS FOR OBTAINING THE SERVICES
OF THE TECHNICAL ASSISTANT**

1. The Tenderer should thoroughly go through the terms & conditions before submitting the tender.
2. Sealed tender are invited from the registered Manpower provider for obtaining the services of Technical Staff at the various location in Maharashtra i.e. Tentative at 02 at NSC Jalgaon, 01 at NSC Amravati & 01 at NSC Nagpur till 31 March 2014.
3. Requirement of Technical Assistant and location mentioned is tentative. It may vary depending upon the requirement and the tenderer is bound to provide the technical staff at the desired location as intimated by NSC during the course of agreement.
4. Sealed tender to be submitted separately for technical & financial bid with envelopes super scribed as “**Technical bid**” and “**Financial bid**” respectively over envelope and both the sealed envelopes should further be sealed in another envelope super scribed as “**Tender for providing Technical Staff (T.A.)**”.
5. Tender Form can be purchased on payment of **Rs. 315/- (inclusive of 5% VAT)** through cash or DD drawn in favour of National Seeds Corporation Ltd, payable at Pune from **12/10/2013** to **28/10/2013** till **1200 hrs.** Any Tender Form downloaded from NSC website www.indiaseeds.com should be attached with **DD of Rs. 315/-** (Three hundred fifteen only) drawn in favour of **National Seeds Corporation Ltd** payable at **Pune** against cost of Tender Form. The cost of tender is Non-refundable. Decision of the committee members will be binding to all the tenderers.
6. Tenderer are required to deposit **EMD of Rs. 10000/-** (Rs. Ten Thousand only) along with tender. **Tender without having the EMD of Rs. 10000/-** (Rs. Ten Thousand only) **will summarily be rejected.** The payment of EMD shall be made by **Demand Draft** drawn in favour **National Seeds Corporation Ltd. payable at Pune or Cash.**
7. Tender downloaded from website should be accompanied with the undertaking given by the tenderer that he/she/they has/have not made any alteration/change in the downloaded term & condition of the tender. If any alteration/change is found in the term & condition during the process of Tender/during the currency of Contract (if awarded any) will be out rightly cancelled without giving any notice.
8. Conditional and incomplete tender may be rejected at the discretion of NSC.

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9. Tenders in the sealed envelope will be received at **National seeds Corporation Ltd, Beej Bhavan, Market Yard, Gultekdi, Pune – 411037** on **28/10/2013** upto **1300 hrs**. Technical bid will be opened on the same day at **1430hrs** and Financial bid of the technically qualified tenderers (only) will be opened thereafter. Tender received after prescribed time and date shall not be accepted.
10. The Security Deposit of the parties already lying in this office will not be adjusted against this tender.
11. In confirmation of acceptance of terms and condition of the tender, tenderer is required to sign on all the pages of the tender document and submit the same with **Technical Bid**.
12. Tenderer should submit the rate per Technical Staff on monthly basis in the **Financial Bid** on his own Letter Head clearly mentioning the Basic pay, DA, EPF, ESI, Service Tax, Service Charges and other charges if any as per the existing provisions of Minimum Wages Act application in Maharashtra State.
13. Tenderers should submit Undertaking duly notarized that his/her/their firm has neither been **BLACK LISTED** by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/dealer/distributor/custom processor/any party dealing with seed business.
14. Document mentioned in the Technical Bid must be in the possession of the tenderer with the current validity. Tenderer is required to submit the self attested photocopy of the required documents with technical bid. These documents must be in order. Any request regarding the submission/correction of the attached documents at the later stage/after allotment of the tender will not be accepted and tender will be rejected.
15. The Corporation shall not be bound to accept the lowest tender. The decision of the Regional Manager NSC Pune in the matter shall be final and binding in all respects and the same cannot be challenged by any of the tenderers.
16. Service Tax (if any) as applicable from time to time, will be born separately by the Contractor and the NSC Ltd.
17. The Contractor will comply with the provisions of the labour laws/Acts or any other laws in force in Maharashtra and He will be solely responsible for the commission/omission of the same.

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18. **Upon acceptance of the tender by NSC**, he/she/they shall also remit **Rs. 15000/- (Rs. Fifteen Thousand Only)** towards Security Deposit in addition to the deposited EMD. The EMD will be converted into Security deposit in respect of successful tenderer to make the Security Deposit of Rs. 25000/-. These deposits will not earn any interest. The decision of the Committee in this matter will be binding to all the tenderers. NSC reserves the right to forfeit the security deposit (in part or full) in the event of failure of the Service Provider to comply with the term & condition of contract. The Security Deposit or such part thereof not been forfeited or adjusted will be refunded to the Service Provider only on expiry of the contract and on satisfactory completion of the work under the agreement & on submission of No Due Certificate/No Objection Certificate issued by the Area Manager of the concerned Sub-unit and on receiving the yearly EPF Statement deposited with the concerned govt. dept. in respect of the employed staff for the particular period. EMD in respect of the unsuccessful tender will be returned within a reasonable time.
19. The successful tenderers shall be intimated by the letter or other means of communication, but it will serve as merely confirmation of the initial intimation and shall be effective from the date it is bound by the Contract. The successful tenderer is required to enter into an agreement on Non-judicial stamp paper of Rs. 500/ as per the agreed terms & conditions of NIT. The cost of Non-judicial stamp paper of Rs. 500/ is required to be borne by the contractor.
20. That the Service provider will provide Technical Staff having minimum qualification i.e. **Diploma in Agriculture (experience in seed production activities)** and **MSCIT**/adequate knowledge of computer. The period of engagement can be extended on the mutual understanding between the Contractor and NSC. Competency of the staff provided by the contractor will be checked by the concerned Area manager of the Sub-unit before accepting the candidate and the same will be communicated to the Regional Office along with name, requisite qualification and experience. The requirement of number of Technical Staff is likely to be increase/decrease and contractor will not have any right to claim for the volume of work (deployment of Technical Staff).
21. The Contractor will comply with the provisions of the labour laws/Acts or any other laws in force in Maharashtra and He will be solely responsible for the commission/omission of the same.

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22. The contractor shall not be eligible for giving Sub-contract. Only one bill, after expiry of the month is required to be submitted and no part payment during the month shall be allowed. It is the sole duty of the Contractor to pay the wages every month to the Technical Staff provided at the concerned Sub-unit. Service provider is required to disburse the monthly payment to the technical staff (so provided) through cheque.
23. It shall be the sole responsibility of the contractor to comply with all the formalities regarding statutory payment such as Service Tax and Statutory contribution towards EPF and ESI for the Technical Staff provided by him at the NSC sub-units. He should also submit the copy of the payment made for Service Tax return, EPF and ESI (for previous month) along with the payment details of the Technical Staff so engaged at the concerned Sub-unit. Based on such returns, action for releasing the monthly payments will be initiated. In the case of failure to comply with the said Statutory provisions, the Corporation shall make such like obligatory payments being the Principal employer, (on behalf of the Contractor concerned) with the authorized concerned and the same will be deducted from the bills due to be paid to the Contractors /from the Security Deposit. All such like payments are required to be borne/reimbursed by the contractor to NSC without any dispute
24. The Service provider will not submit the bill directly to the Regional Office Pune for payment. He will submit the bill in respect of the Technical Staff provided by him as per the letter of intimation/Job Order through the respective Area Offices. Area Manager of the concerned sub-unit will verify the bill for the satisfactory completion of the work and the number of day the Technical Staff was present in the office.
25. Service provider will submit the bill in the very next week of the completed month. The payment bill should be accompanied with the photocopy of the challan regarding statutory payment made with the authorized Govt. Dept. for the previous months, such as
 - (i) EPF & ESI challan deposited in respect of the Technical staff.
 - (ii) Copy of the Service Tax Challan.
 - (iii) Photocopy of the cheque issued to the respective Technical staff (so employed) regarding their monthly payment.

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26. The contractor shall comply with the provisions of the Minimum Wages Act of Maharashtra. He will also ensure to comply with the concerned Legal Provisions under Contract Labors Act and all the points raised by the concerned inspector, if any.
27. The contractor is required to maintain full requisite records as per by laws/statutory provision, such as attendance register, wages disbursement register etc in respect of the Technical Staff provided by the him at the concerned Sub-unit. RO Pune reserves the right to call all such like records for inspection by the nominated officer of the RO and contractor is obliged to provide the requisite record to the nominated officer without hesitation immediately on receipt of instruction in this regard. In the event of failure on the part of contractor, the contract can be terminated forthwith, besides initiating other legal action, as deemed fit by the National Seeds Corporation Ltd. The NSC shall not be responsible for any mishap during the course of duty or any liability on that account.
28. The Technical Staff provided by the Contractor shall not claim any benefit/compensation/absorption/regularization of services with NSC under provision of Industrial Dispute Act, 1947 or Contract Labour Regulation Act 1970. Undertaking from the person to this effect will be required to be submitted by the contractor with NSC.
29. The Contractor shall ensure deployment of suitable people after verification/inquiry through local police, collecting proof of identity like driving license, Bank Account detail and proof of residence, previous work experience and recent passport size photograph.
30. The technical staff so provided by the service provider will comply with the instruction of the concerned Area Manager and do the assigned job. He (Technical Staff) will also do the field inspection/ preparation of IDP/ duty at processing plant and other works. Time to time he will have to go on tour as per the instruction given by the Area Manager. During Tour period they will be paid with TA/DA apart from the monthly payment given by the Service Provider as per the approval of the Head Office from time to time. He will withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of information and suitable replacement to be provided as per the satisfaction of the concerned Area Manager.

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31. NSC does not guarantee the services of minimum/maximum number of Technical Staff. NSC will not be responsible for the delay in release of the payment due to late receipt of the bill and non-receipt of the desired documents as mentioned in the Sl. No. 25 of T & C and for non-fulfillment of the mentioned terms & conditions.

32. **ABRITRTION**

In the event any question, dispute or difference arising under or in connection with this agreement, its implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the chairman of NSC or by any other officer who at the relevant time is occupying the highest office in NSC. It shall be competent for the chairman or such other officer of NSC as aforesaid to act as the sole Arbitrator himself. The Service Provider shall have no objection that the Chairman or the Arbitrator nominated as above is a person who has or had dealt with the matter to which the contract relates or that in the course his duties has expressed views on all or any of the matter of dispute or difference. It is agreed between the parties that in the event of the Chairman or the Arbitrator nominated as above vacating the office by resignation or otherwise or refusing to act as an Arbitrator it shall be lawful for the Chairman NSC or the officer occupying the highest office in NSC at the relevant time to nominate any other person as the Arbitrator and he shall continue the proceeding from the stage at which the same have been left by his predecessor. The venue and the cost of Arbitration shall be at the discretion of the Arbitrator, it is agreed by the parties that the Arbitrator may on the request of the parties and in the interest of justice and proper determination of the dispute extend the time for making award by an order in writing conveyed to the parties. In case of any dispute, the court of jurisdiction of the law will be at New Delhi and this agreement will be deemed to have been entered at New Delhi irrespective of the place of performance of the agreement.

33. Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.

TECHNICAL BID

1. Name & Address of the tenderer _____

2. Name of the proprietor/partner _____

3. Registration under Shops & Estb Act
(Enclose copy of the registration) _____
4. Income Tax/PAN No
(Enclose copy) _____
5. EPF Registration No.
(Enclose copy) _____
6. ESI Registration No.
(Enclose copy) _____
6. Service Tax Registration No.
(Enclose copy) _____
7. Previous experience

(a) Govt experience certificate/
from having Reputed Private firms
8. Number, date and amount of Demand Draft
Enclosed as EMD _____
9. Authorization of competent authority to
Sign this Tender document _____

Date:

Place :

Name & Signature of the tenderer with official stamp