



**NATIONAL SEEDS CORPORATION LTD.
(A GOVT. OF INDIA UNDERTAKING)
48-49, Sector B, Govindpura Industrial Area**

NOTICE INVITING TENDER FOR ENGAGEMENT OF TECHNICAL PERSONS ON CONTRACT BASIS FROM SERVICE PROVIDERS.

National Seeds Corporation Ltd.(NSCL), a fast growing schedule 'B' and a "Mini Ratna" Central PSU under Ministry of Agriculture engaged in the business of Production and Distribution of certified seeds invites "Tender (two packet-Technical proposal & Financial proposal)" from reputed and experienced Manpower Providing Agency /Service provider to provide manpower in NSC.

Detailed eligibility & other criteria may be viewed from the tender document. The Agencies fulfilling the requisite prescribed criteria are required to submit their proposal by 19.04.2011. NSC reserves the right to modify, expands, 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.

Interested agencies fulfilling the above eligibility criteria may obtain tender document on written request at the address mentioned below, on payment of Rs. 100/- (Rupees One hundred only) through cash or by demand draft (Rs. 50/- extra by post) favouring National Seeds Corporation Ltd, payable at Bhopal. The tender document will also be available at NSC website www.indiaseeds.com. Those who wish to use the downloaded form have to attach a demand draft of Rs. 100/- while submitting. NSC will not be responsible for any postal delays.

Sale of tender forms from: 03.04.2011 to 19.04.2011.

{from 10.00 a.m. to 5.00 p.m. (Monday to Saturday)} and on (Last date) the Tender Form will be available till 11.00 a.m.

Last date for submission of tender documents: 19.04.2011 by 1400 hrs.

Opening of Technical Proposal: 19.04.2011 at 1530 hrs.

In case (Last date) is declared holiday, the tender will be opened at the same time on the next working day.

Regional Manager
National Seeds Corporation Ltd.
,Bhopal
Fax: 2580638

1. SCOPE OF WORK/CONTRACT

Services to be provided on all working days during the normal general shift duty hours from 9.30 am to 5.30 p.m. with half an hour lunch break. It could, however be changed to shift duties. 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 Regional Office/ Area office in a week. Persons so engaged, if called to work on Holidays as per the requirement of work be paid remuneration proportionately at the quoted rate of rupees per person.

1. The persons engaged to function as Technical manpower with the minimum educational qualification of B.Sc (Agriculture) to perform function of Technical Person will be paid remuneration @ Rs 13500/- per month including 6.5% towards ESI charges and service charges. Preference will be given to the person having experience in seed production or undergone training in seed production, as per experience mentioned at **Annexure – I.**
2. Since Corporation will be paying towards ESI @ 6.5% in respect of the persons engaged for which Service Provider Agency have to produce the necessary documents i.e. ESI Card etc. in individual name of staff to be engaged for release of payment.
3. The engaged persons need to be paid by 7th of every month the remuneration by cheque only along with necessary detailed slip of salary. No cash disbursement of remuneration shall be allowed.

2. SELECTION OF SUCCESSFUL BIDDER (MANPOWER PROVIDING AGENCY/ SERVICE PROVIDING AGENCY)

The successful bidder would be selected on the basis of lowest quoted amount of Service charges per person as per the format enclosed at **Annexure-III. (Do not quote amount in percentage)**

The Offer shall remain valid for a period of 30 days from the last date of submission of tender documents.

3. GENERAL INSTRUCTIONS

Interested agencies can send their duly completed tender proposal on or before **19.04.2011** by 1400 hrs. at the following address by person or by post to:

Regional Manager,
National Seeds Corporation Ltd.,
(A Govt of India Undertaking)
48-49, Sector-B,
Govindpura Industrial Area,
BHOPAL – 462 023 (MP)

The responses should be submitted strictly as per prescribed format alongwith documents in support of information submitted therein by the responding Manpower Providing Agency /Service provider.

NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Tender received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses alongwith documents against the Tender at the above address will be the sole responsibility of the responding agency.

4. SUBMISSION OF PROPOSAL

The Technical proposal and the financial proposal duly signed on every page including annexures /appendices shall be submitted in separate sealed envelopes clearly super-subscribed as “Technical Proposal,” and “Financial Proposal.” respectively. All the relevant documents except Financial Proposal shall be enclosed with the Technical Proposal. These two envelopes shall be sealed in an outer envelope bearing the address indicated above. The envelope shall be clearly marked:

“TENDER FROM EXPERIENCED MANPOWER PROVIDING AGENCY/ SERVICE PROVIDING AGENCY FOR PROVIDING TECHNICAL PERSON”

“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

The tender should be signed by a duly authorized representative of the Manpower Providing Agency /Service provider agency. It shall be certified that the person signing the tender is empowered to do so on behalf of the Agency.

The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a agency shall be responsible to produce authority letter duly executed in his favour, stating that he has the authority to bind such other person or the agency as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said authority letter, his proposal shall be liable to summary rejection without prejudice to any other right of NSC under the law.

The proposal shall be filled in by the agency neatly and accurately. Any corrections or overwriting would render the proposal invalid.

Conditional offers/ offers which are not in conformity to the prescribed document will be summarily rejected. All the documents submitted with the Tender are to be furnished duly signed on all pages alongwith the technical proposal.

5. 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 **19.04.2011 at 1500** hrs at the address given above and the manpower providing agencies are at liberty to be present personally or through their authorized agents at the time of opening. In case **19.04.2011** is declared holiday, the tender will be opened at the same time on the next working day. The format for Technical bid is placed at **Annexure-II**.

Financial Proposal

Financial proposal of only those agencies which fulfill the technical criteria will be opened. The evaluation committee, after determining whether the financial proposals are complete and without errors shall determine the lowest financial proposal for providing manpower.

6. AWARD OF CONTRACT

The contract shall be awarded to the Manpower Providing Agency /Service provider 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 Manpower Providing Agency /Service provider 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 & on the term & conditions specified.

7. TECHNICAL CRITERIA FOR MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY

- 1. The Agency should have been in existence for the last 02 years continuously i.e. since 2008-09 and 2009-10.**

2. Should have at least two years of working experience of similar nature in Central Govt. Ministries/ Departments/ PSU/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 the registration for Sales Tax/Service Tax, ESI etc (proof in this regard may be attached)
4. EMD of Rs.5,000/- (Rupees Five thousand only) in the form of demand Draft in favour of NSC, Bhopal 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 contractor on due and satisfactory performance of services and completion of all obligations by the Contract.
5. The firm/agency should not have been blacklisted or debarred by any Government Organization/PSU etc. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.

NOTE: - The agency should have PAN, Service tax registration and registration under applicable laws 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 one year from the date of issuance of letter of intent and which may be extended for one more year with mutual consent.

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.

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 Manpower Providing Agency /Service provider 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 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 Manpower Providing Agency /Service provider 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. 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 Manpower Providing Agency /Service providing agency shall furnish a 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.5,000/- (Rupees Five Thousand) at the time of submission of proposal alongwith technical proposal. 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 Manpower Providing Agency /Service provider agency will be refunded without interest on expiry of contract 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.

12. OTHER TERMS AND CONDITIONS

Other terms and conditions:-

- a) Sealed quotations should reach this office on or before (Last date) by 1400 hrs and the quotation will be opened on the same date at 1530 hrs. Late bid will not be accepted under any circumstances.
- b) Sealed cover bids may be submitted in 2 covers, i.e., one containing, "technical bid" and the other containing "price bid". The technical bid would contain the documents, i.e. certificate of satisfactory experience, EMD, proof of existence since 2008-09 & 2009-10, 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 service charges in rupees per month.
- d) Offered rates should be valid for one year from the date of commencement of contract.
- e) Manpower will be supplied by the Contractor as per actual requirement, which will be informed to the contractor generally with a notice period of more than 8 hours. In case of leave/absence of manpower, alternate arrangement will be made by the contractor
- f) Payment for such engaged contract Technical persons 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 Technical Persons and timely remittance thereof would be the sole responsibility of the Agency.
- g) Verification of character and antecedents of the Technical Persons to be engaged / deployed will be submitted by the bidder on engagement i.e. before commencement.
- h) 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.
- i) 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/Payment of Wages Act. as lay down by or under any law in force and as amended from time to time.
- j) 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.

- k) 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.
- l) All liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the Contractor. The Corporation shall not be liable, in any case and an undertaking to this effect should be furnished by the contractor. 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.
- m) The personnel supplied by the Contractor will be the employee of the contractor and there will be no master-servant relationship between the NSC and the contract workers. All the statutory liabilities and responsibilities will be that of the Contractor and NSC has no legal responsibilities on the same.
- n) The Agency shall not give sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- o) NSC reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- p) Notice inviting tender can be seen at NSC web site, www.indiaseeds.com.

13. Commencement, Completion, Modification, and Termination of Contract

Effectiveness of Contract

This 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 Manpower Providing Agency /Service providing 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, this Contract shall expire at the end of such time period after the effective date as specified.

Modification

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

Subletting

The Manpower Providing Agency /Service providing agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Manpower Providing Agency /Service providing 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 Manpower Providing Agency /Service provider agency. In such case the EMD of the selected Manpower Providing Agency /Service provider agency, will be forfeited.

Termination

By Corporation (NSC) NSC may terminate this Contract, by not less than thirty (30) days written notice of termination to the Manpower Providing Agency /Service providing agency, to be given after the occurrence of any of the events specified below in clauses (a) through (c) of and sixty (60) days in the case of the event referred to in clause (d):

(a) If the Manpower Providing Agency /Service providing agency commits breach of contract or do not remedy /rectify a failure in the performance of their obligations under the Contract.

(b) If the Manpower Providing Agency /Service providing agency become insolvent or bankrupt;

(c) If, as the result of FORCE MAJEURE, the Manpower Providing Agency /Service providing agency are 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 EMD shall stand forfeited in addition to banning of Manpower Providing Agency /Service providing agency for a period of 2 years.

Liability for Personnel

All persons employed by the Manpower Providing Agency /Service providing 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 Manpower Providing Agency /Service providing agency. The Manpower Providing Agency /Service providing 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 Manpower Providing Agency /Service providing agency such reasonable assistance as may be required in order to carry out the assignment.

15. SCOPE OF SERVICE

In performing the terms and conditions of the Contract, the Manpower Providing Agency /Service providing agency shall at all times act as an Independent Manpower Providing Agency /Service providing agency. The contract does not in any way create a relationship of principal and agent between NSC and the Manpower Providing Agency /Service providing agency. The Manpower Providing Agency /Service providing 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 Manpower Providing Agency /Service providing agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the NSC.

16. MODE OF PAYMENT

Manpower Providing Agency /Service providing agency will raise the bill 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.

17. 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 in Regional office, **Bhopal**. The sole arbitrator will be appointed by Regional Manager Concerned, NSC whose decision in this regard will be final & binding.

18. JURISDICTION

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

19. Performance Guarantee

- i) The successful bidders will have to submit performance security to ensure due performance of providing timely and efficient manpower as Manpower Providing Agency /Service providing agency to an amount of Rs 20,000 (Rupees Twenty thousand only) if less than two manpower is engaged or Rs 50,000 (Rupees Fifty thousand only) if more than two manpower is engaged by service provider in the form of an Account Payee Demand Draft/ Fixed Deposit from a commercial bank/ Bank Guarantee from a commercial bank in the name of National Seeds Corporation Ltd., as per the text provided by the Authority.
- (ii) The performance security will be valid for a period of 30 days beyond the validity of the Contract.
- (iii) Earnest Money will be refunded to the successful Applicant on receipt of performance security.

**Regional Manager
For & On behalf of NSC**

Minimum Qualification & Experience required for Technical Person

SL No.	Category of Staff	Minimum Qualification & Experience	Net Salary in hand per month
Skilled Staff			
1	Technical Person	B.Sc (Agriculture). Preference will be given to those having experience in Seed Production or undergone training in seed Production	Rs 13500/- inclusive of 6.5% of ESI & service charges

FORMAT FOR SUBMITTING TECHNICAL BID BY THE MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY.

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

- (1) Name of the Manpower Providing Agency /Service providing agency
- (2) Address of Manpower Providing Agency /Service providing agency
- (3) Telephone number and Fax no.
- (4) Details of Manpower provided in PSUs/Govt. etc during last three years (Attach supportive documents)

Name of PSUs/Govt. Dept. to whom Manpower provided	Date award of contract to provide manpower	No. of person provided	Skilled	Semi Skilled	Un Skilled	Compliance of Statutory Requirement i.e PF and ESI

- (5) PAN no.(attach documentary evidence)
- (6) Service Tax registration no.(attach documentary evidence)
- (7) Nos. of Manpower provided to various organizations (Enclose copy of contract for same)
- (10) Details of satisfactory performance report/work completion from their clients from Govt. /PSUs (Attach documents)
- (11) Executive summary about the agency

I/We hereby submit that the information submitted hereby are correct & best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department /PSUs for providing manpower last 3 years. In case of any information/documents found to be false, fake or incorrect, NSC is free to take action against my/our agency as deemed fit by them. I/we, _____do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized person with seal)

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed along with technical proposal.

FORMAT FOR SUBMITTING FINANCIAL BID BY THE MANPOWER PROVIDING AGENCY / SERVICE PROVIDING AGENCY.

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

**Regional Manager,
National Seeds Corporation Ltd.**

Dear Sir,

SUBJECT: TENDER FROM EXPERIENCED MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY FOR PROVIDING TECHNICAL PERSON.

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. ₹	EPF @ ₹	ESI @ 6.5 % (Employer & Employee contribution) ₹	Total cost against each persons engaged ₹	Amount of monthly service charges in rupees against each person to be provided in each category in Rupees (Not in percentage) ₹	Service tax on the amount of service charges ₹	Total amount which should not exceeds Rs. 13500/- p.m. ₹
Skilled Staff								
1	Person with minimum qualification of B.Sc (Agriculture) to perform functions as Technical Personnel)							

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:**