

SCHEDULE-I

NATIONAL SEEDS CORPORATION LIMITED.
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: 17-11, North Lalaguda
Tukaramgate, Secunderabad.

HEAD OFFICE
BEEJ BHAVAN
PUSA COMPLEX
NEW DELHI

TENDER FORM FOR NSC LTD. AUTONAGAR, GUNTUR

Sealed tenders, superscribed '**TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR FOR THE YEAR 2011-2012**', are invited on the prescribed tender form from reputed, recognized, licence holder, Security/ Labour Contractors Registered with Labour Deptt. A.P., having Minimum 20 Labourers under their control, having requisite experience in executing security works with Govt. Deptt. / Semi Government organizations and for attending to the items of work as indicated in Annexure "A" of enclosed tender form, on the Terms and Conditions, mentioned below, so as to receive in the office of the National Seeds Corporation Ltd., Regional Office, Secunderabad by **16.5.2011 up to 3.00 PM**. The tender received will be opened on **16.5.2011 at 3.30 PM** in the office of Regional Office, NSC, Secunderabad in the presence of the tenderers or their authorized representatives, if any. Tender received after the prescribed time of receipt, and tenders not accompanied by earnest money deposit, shall not be considered. The contract will be for a period of one year from the date of commencement of the contract.

' TERMS AND CONDITIONS'

1. The tenders must indicate on the sealed envelop containing tender, the name of NSC branch office for which tender is being furnished. Specimen of superscription is "TENDER FOR APPOINTMENT OF SECURITY SERVICE CONTRACTOR AT NSC LTD. AUTO NAGAR GUNTUR". The tenderers must fill-in their rates, both in words and in figures, in the tender form and the rates quoted, in all cases, must be firm, and inclusive of all charges.

2. Payment made/credit accorded to the work contractor by NSC from time to time, under the contract to be entered into with the contractor, would be subject to the deduction of Income Tax at source, according to the provisions of section 194-C of Income Tax and the Rules made there under.

3. Tenderers must check his offer thoroughly before submission. Requests for enhancement of rates will, under any circumstances, not be considered after opening of the tenders.

4. Tenderers must check his offer thoroughly before submission. Requests for, as possible, offers made, subject to rates variation, are liable to be passed over.

5. **EARNEST MONEY:**

Tenderers are required to deposit Rs. 2000.00 (Rupees Two Thousand only) as Earnest Money with the Corporation in the following manners:

By means of attaching a demand draft drawn on SBI group of banks or any nationalized Bank, payable at Regional Office, Secunderabad in favour of NATIONAL SEEDS CORPORATION LTD.

Cheques will not be accepted. Successful Tenderer should deposit security deposit of Rs. 10,000/-. The Amount of EMD deposited can be adjusted towards security deposit at the time of entering into the contract. NSC shall not be liable to pay any interest on the security amount and the same will be refunded only after expiry of the contract period, provided there are no outstanding dues, on any account, against the contractor including outstanding of any statutory amount/payments arising out of this Contract. In the event of service of the contractor found not satisfactory, the security money shall be forfeited. In case of unsuccessful tenderers, EMD will be refunded without any interest, within the reasonable time.

6. The contractor shall undertake the responsibility for providing adequate security men and providing foolproof security to the men and materials/ properties of the Corporation and as is desired by the Corporation. The contractor shall not be eligible for giving, sub-contract. The Contractor shall not assign, transfer, pledge etc. the performance of the services without the written consent of the NSC. will be responsible to make good any loss that may be suffered from accounts/contract or from his security deposit to NSC. In the event of loss incurred to NSC exceeding the amount of security deposit and the bills, which may be payable or may become payable to the contractor, the contractor shall be, under an obligation, to pay that amount on demand within a week's time.

7. All the security work shall be attended on "to be billed," basis and the payment will be made by Area Office, Auto Nagar, Guntur, after the receipt of the bill in duplicate, after expiry of the month, All such like bills are required to be get verified from the Area Manager of the concerned branch office. Security contractor is required to submit printed serially numbered bills, indicating full details of work done during the month. Only one bill, after expiry of month, is required to be submitted and no part payment during the month shall be allowed. The bill should accompanied with the documents such as, Copy of EPF/ ESI challans towards remittance of statutory dues with a certified list of contributor against the challan with the description of employees and employer contribution, administrative charges etc., certified copy of the wages register.

8. The payment shall be made by crossed A/C payee cheque, in favour of contractor, on production of bills and certificates, as mentioned in the proceeding para and such payments will be made on the basis of work done in the rates approved by the Corporation. Losses/shortages occurring due to the fault of security men provided by the Contractor, the cost thereof, at the prevailing sale rates of the Corporation shall become recoverable from the contractor out of his bills. The personnel deployed will be the employees of the Contractor and it is the sole duty of the Contractor to pay their wages every month.

9. Payment to the Contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the contractor. The contractor shall be contactable at all times and messages sent to him shall be acknowledged immediately.

10. The contractor shall provide necessary security men and the security men should be deployed in three shifts, round the clock, so that they will perform 08 hours duty in a day. In the event of failure of the contractor to provide the desired Security men, it will open to NSC to arrange security men at the cost of contractor and in the event of NSC being obliged to pay to such security men, the amount so paid shall become recoverable from the Contractor with whom the agreement has been entered. The payment made by NSC and the same will be deducted from the bills of the Contractor. The security men, so engaged by the Corporation shall be conclusive evidence of the amount paid and the contractor shall undertake not to dispute the correctness of the same and the contractor shall be under obligation to pay the same either in cash or through recovery / adjustment from the amount at the credit of the contractor.

11 All the formalities regarding statutory payments and contribution on account of EPF/ESI on behalf of the security men provided by the contractor to NSC shall also be the sole responsibility of the contractor and proof of payment to EPF/ESI etc. should be submitted by the Contractor, every month for verification, based on the satisfactory returns only, the action for monthly payments will be initiated for releasing of the amount to the Contractor every month. In case of failure, the Corporation shall make such like obligatory payments being the Principal employer, on behalf of Contractor concerned, to the authorized concerned and all such like payments are required to be borne/reimbursed by the contractor without any dispute or deducted from the bills submitted by Contractors from time to time.

12. The contractor is required to maintain full requisite records as per by-laws/statutory provisions, such as attendance Register, wages disbursement register, etc in respect of the security men provided by the Contractor to NSC and the Area Manager, NSC, Auto Nagar, Guntur, has reserved the right to call for such like records for inspection by only the nominated officer by the AM 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 actions, 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.

13. The tenders not confirming to the prescribed terms and condition or conditional tender, shall stand rejected. The tenders will be opened on the specified date and time in the presence of such tenderer, as may be present. The decision about the acceptance of tenderer will be taken on the date of opening of the tenders or as soon as thereafter as may be possible. Negotiation can also be made with the tenderer, if required, at the time of finalizing the tender, by the Tender Committee.
14. The successful tenderers shall be intimated by the letter or other means of communication and the tenderers so informed shall be bound from the time of transmission of such acceptance. Formal acceptance of the tenders will be forwarded to successful tenderer in due course but it will serve as merely confirmation of the initial intimation and shall be effect the time from which the offer (S) is/are bound by the contract(S). The successful tenderer is required to enter in to an agreement on Non-judicial stamp paper of Rs. 100/- as per specimen enclosed. The cost of Non-judicial stamp paper of Rs. 100/- is required to be borne by the contractor.
15. The Corporation shall not be bound to accept the lowest tender. Any or all the tenders may be rejected without assigning any reasons whatsoever and Regional Manager, NSC, Secunderabad reserves the right to reject any or all or to accept any or part of the offer made and further the reserves the right to allot specified jobs to different tenderers and split the job without assigning any reasons. The decision of the Regional Manager, NSC, Secunderabad in the matter shall be final and binding in all respects and it can not be challenged by any tenderers.
16. The tenders received from the contractors black-listed by NSC or any other/ Government Department shall not be considered.
17. Original registered Labour License, Income Tax Certificate and experience certificate are required to be attached with the tender, failing which tender is liable to be rejected forthwith and no further correspondence should be entertained by NSC. The tenderers shall have to indicate their PF, ESI numbers, PAN, Service Tax number in the tender form and furnish attested copies of proof thereof.
18. The cost of tender form is Rs. 200/- per set (non refundable) and tender form shall be issued on payment of Rs. 200/- by cash only. **The sale of tender form shall be closed on 16.5.2011 at 3 P.M,** and no tender can be sold after this date/time. **The tender form shall be available for sale at Area Office, Auto Nagar, Guntur/Regional Office, Secunderabad on all working days from 10.00 A.M. to 5.30 P.M.**
19. The agreement entered into with the Contractor shall be valid up to the end of the contract and the same can be renewed with the mutual written consent of the parties. However, in case of failure on the part of contractor to comply with any of the prescribed terms and conditions, the Regional Manager, NSC, Secunderabad reserves the right to terminate the contract at any time.
20. In the event of any differences or dispute arising out or in connection with the agreement entered into the contractor, shall be referred to the jurisdiction of sole arbitrator to be nominated by the Chairman/Managing Director of the National Seeds Corporation Limited, on application being made to him by either of the parties. There shall be no objection to such person being nominated as arbitrator being in any manner connected with either NSC or the Government of India or any other Government Undertakings. The arbitrator so appointed shall have such powers to decide and determine it as own procedure and shall make an award within such time as may be possible in the circumstances of the case.
21. The parties hereby agree that in the event of any disputes no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitrator as envisaged above.
22. The parties also do hereby agree that the contract/envisaged by those terms and conditions shall be deemed to have entered into at New Delhi and the courts at New Delhi alone will have jurisdiction to try and legal proceeding with other Courts.
23. The Employees of NSC or members of their family or their Relatives are not entitled to take part in this tender directly or indirectly. In case, suppression of facts comes to the light later on in this regard, strict action against the defaulting NSC officials as per conduct rules, will be taken.

24. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or servant of the NSC shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered. Canvassing in any form on the part or on behalf of tenderer, will also make his tender liable for rejection.
25. The Contractor shall be responsible for theft, pilferage and any kind of loss of property to the NSC. The loss so incurred, has to be made good by the Contractor within 48 hours, failing which the same will be recovered from the Security Deposit or from other sources available. During the period of security service contract, the Contractor, if found, totally unsatisfactory and deviating the terms & conditions stated above, and the security personnel, so posted, are found indulging in various acts, detrimental to the interest of the Corporation, the Competent Authority reserves the full right to terminate the contract agreement immediately, without giving any prior notice and forfeiting the security deposit. The Contractor shall dismiss or remove from the site of work/ premises of NSC, any person or persons employed by him, who may be incompetent or for his/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall also replace immediately any of his personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from NSC.
26. NSC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment, or vehicles of the personnel posted by the Contractor.
27. Security Administration:
- i) The Security personnel will be under the direct control and supervision of the Area Manager. They will obey all lawful orders/instructions that may be given to them, from time to time. The Security personnel should be obedient, loyal, honest etc. and the security personnel are required to be replaced or changed as and when required by NSC.
 - ii) The Contractor shall provide Security Personnel, neat and clean uniforms including Shoes, Cap, Belts, Whistle with Cord and other items which are necessary for the proper protection and Security of the property of the NSC. The Security personnel should perform the duties in proper uniform and in good turnout. The NSC will provide torches with batteries for night duties.
 - (iii) The Contractor shall regularly brief the security personnel posted about the duties with regard to providing proper security to the men and materials of the NSC, checking of incoming and outgoing vehicles and materials, maintaining of the registers with regard to the incoming and outgoing vehicles, visitors etc.
 - (iv) The security personnel so posted is responsible for regulating, physical checking, tallying, recording, reporting etc. of incoming and out-going material to/from the factory and ensure that the incoming/ outgoing materials are strictly as per the Challan or gate-passes. No materials should be allowed outside NSC premises without proper Challan or written authorization from the competent authority.
 - v) All the employees/visitors etc will be checked physically including their personnel belongings while leaving the factory/ NSC premises, and any NSC materials /properties are found in their possession, without any authorization, the same may be brought to the notice of the Competent Authority, immediately. They should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the Corporation.
 - vi) No employee will be allowed to leave the factory during the working hours without proper permission in writing from the competent authority and no unauthorized persons should be allowed inside the NSC premises, without any authorization from the competent authority. Proper entry should be made in the respective registers maintained for visitors / outsiders, vehicles etc. No outsiders should be allowed inside the NSC premises after office hours without any authorization from the competent authority. After the normal working hours, the security personnel should check and ensure that all the buildings, stores rooms etc. are properly closed / locked. Immediately report all the matters, which they have noticed and found detrimental to the safety and security of the men and materials of NSC to the notice of the competent authority of the NSC.
 - vii) Any report of non-compliance of security services and procedure and their enquiry / investigation shall be submitted to the Head of the office of NSC by the Security Guard/Agency.

viii) All the security personnel should be trained in the fire fighting so that they can put off fires /accidents within their ability and they should immediately inform the competent authority / fire service, without any lapse of time.

ix) The security personnel should not suppress any valid information pertaining to the loss, pilferage, security lapses etc from the notice of the competent authority. The security personnel deployed by the Contractor, should not divulge, disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters, and all the information which are confidential/ secret in nature. They should be alert throughout their duties.

28. The contractor or the personnel deployed by him shall not claim any benefit/ compensation/ absorption/ regularization of service with NSC under the provisions of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The persons deployed shall not claim any Master & Servant relationship against NSC. Undertaking from the person to this effect will be required to be submitted by the Contractor to NSC.

29. The Contractor shall ensure deployment of suitable people from proper background after enquiry, through Local police, collecting proof of identity like driving license, bank account details, previous work experience, proof residence, and recent passport size photograph and to withdraw such persons who are not found suitable by the NSC for any reasons immediately on receipt of such a request.

30. Regional Manager reserves the right to accept or reject any or all the tenders without assigning any reasons what-so-ever.

31. The tender should be submitted only after going through all the above conditions and in case the tender is accepted, the contractor shall execute an agreement on the prescribed pro-forma.

(K.B.VAIDYA)
Regional Manager

:: TENDER ::

From

Sir,

I/We have read and understood the detailed terms & conditions of the Contract and the same are acceptable to me/us as per Schedule of Tender No. 6(10)/Labour-Engg/NSC-HYD/2008-09 dated

I/We offer my/our rates as follows,which shall be firm and final during the currency of the Contract.

Sl.No.	Place.	No.of Security Guards	Rate quoted Per person/per month	Amount Rs. Ps.
(1)	(2)	(3)	(4)	(5)

NOTE: The rate offered is inclusive of substitute for rest day.

Registration No. with

1) ESI	:	_____
ii) RPFC	:	_____
iii) Labour Commissioner	:	_____
iv) income-tax PNA No.	:	_____

Signature of authorized signatory of

M/s_____

With seal.

Place_____

Date_____

