

## **Protection of Plant Varieties & Farmers' Rights Authority (PPV&FRA)**

**Govt. of India, NASC Complex, Opp. Todapur Village DPS Marg,  
New Delhi-110012**

1. Sealed tenders are invited under two Bid System i.e. (Part-I Technical Bid and Part-II Financial Bid) from reputed, experienced and financially sound Manpower Agency to provide manpower to Protection of Plant Varieties & Farmers' Rights Authority (PPV&FRA). The contract will be initially for a period of one year and is likely to commence from 1/11/11 which may be extended for further period with mutual consent depending upon the manpower requirement and administrative convenience of the Authority. The quantum of requirement of manpower may increase or decrease during the period of contract.
2. The tender document can be downloaded from the website of PPV&FRA([www.plantauthority.gov.in](http://www.plantauthority.gov.in))
3. The interested Agency may submit the tender document containing detailed bids (Technical and financial) to Incharge (Admin.) PPV&FRA, 2<sup>nd</sup> Floor, NASC, Complex, New Delhi-110012 complete in all respects along with Earnest Money Deposit (EMD) of Rs.50,000/- (Rs. Fifty Thousand only) refundable without interest, in the form of demand draft/ pay order drawn in favour of PPV&FR Authority, New Delhi on or before 21<sup>st</sup> October'2011 upto 1500 hours.
4. The Technical bid shall be opened on the same day, i.e. at 1530 hours in the committee room of PPV&FRA, 2<sup>nd</sup> Floor, NASC Complex, New Delhi-110012 in the presence of the representative of firms who wish to be present. At the first instance the technical bids shall be analyzed by selection committee constituted for the purpose. At the second stage financial bids, of only those agencies/bidders will be opened who qualify in the technical bids, on 25<sup>th</sup> October'2011 at 11:30 AM.
5. The Authority reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason, thereof.

# **Protection of Plant Varieties & Farmers' Rights Authority (PPV&FRA)**

**Govt. of India, NASC Complex, Opp. Todapur Village DPS Marg,  
New Delhi-110012**

## **Tenders for Providing Manpower Services to PPV&FRA by Outsourcing Agency.**

### **I. Scope of Work and General Instructions For Tenderers**

1. The PPV&FRA an autonomous body, requires the services of reputed well established and financially sound Manpower Company/ Firm/Agency (herein after referred to as Agency) to provide manpower services for its Headquarters at New Delhi and branch offices outside Delhi.
2. The contract will be initially for a period of one year and is likely to commence from 01.11.11 which may be extended for further period on mutual consent depending upon the manpower requirement and administrative convenience of the Authority. The Authority, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
3. The Authority has initial requirement for manpower as detailed in Table A "DETAILS OF MANPOWER TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period. The agency is required to pay a consolidated remuneration on monthly basis to each of the personnel deployed in the Authority during the contract period as given in Table A. The agency is required to quote only outsourcing management rate which represents administrative/ management charges/ over heads/ service charges and any other government taxes/ dues. The EPF & ESIC as applicable are inclusive in the consolidated rate of remuneration.
4. The tender shall be accepted under two bid system. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical Bid for Providing Manpower to PPV&FRA" and "Financial Bid for Providing Manpower to PPV&FRA". Both sealed envelopes should be kept in a third bigger sealed envelope superscribing "Tender for Providing Manpower to PPV&FRA".
5. Earnest Money Deposit (EMD) of Rs.50,000/- (Rs. Fifty Thousand only) refundable without interest should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/ Pay Order drawn in favour of PPV & FR Authority, New Delhi failing which the tender shall be rejected summarily.

### **II. Eligibility of Manpower Agency**

The proposal for outsourcing agencies will be considered on the basis of following criteria:

- a) Registration Certificate under Contract Labour (Regulation & Abolition) Act,1972;

- b) Copy of PAN/TAN Card of the Agency (Not of the individual)
- c) Copy of balance sheet for last 3 years;
- d) Copy of EPF, ESI, Service Tax registration certificates etc;
- e) Details of experience for providing manpower to Central/State Government /PSUs/ Bank/reputed private firms during the last three years. The detail should also include the qualifications, experience and remuneration of the manpower deployed by the Agency during the last three years.
- f) Copy of the turnover statement of last three years duly certified by Chartered Accountant. The minimum annual turnover of the agency should be atleast one crore.

**The above mentioned information/documents should be submitted alongwith technical bid.**

### **III. Selection Criteria for manpower agency**

The selection committee will determine its procedure for scrutiny by adopting Combined Quality-Cum Cost Based System (CQCCBS) as prescribed in the Manual of Policies and Procedure of Employment of Consultants circulated by Department of Expenditure, Govt. of India. Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%. The technical proposals to be evaluated and marks proposed to be given as per following criteria. The each of the responsive technical bid will be evaluated on the following criteria by awarding marks under the allotted weightage of 70% for technical bids and 30% of financial bid making the total score of 100:

- a) Status / location of head office and regional office(s) of the agency.
- b) Experience in providing Manpower in the Central / State Government / autonomous bodies / PSUs etc.
- c) Capacities of providing qualified and experience manpower.

**The agency is required to pay a consolidated remuneration on monthly basis to each of the personnel deployed during the contract period as given in Table A. The agency is required to quote only outsourcing management rate which represents administrative / management charges / over heads / Service charges and any other government taxes / dues. The EPF & ESIC as applicable are inclusive in the consolidated rate of remuneration.**

The outsourcing person will be entitled for annual increment of 10% of the consolidated remuneration if the services of staff continue after one year.

#### **IV. TERMS AND CONDITIONS**

##### **General**

1. The contract will be initially for a period of one year and is likely to commence from 01.11.11 which may be extended for further period on mutual consent depending upon the manpower requirement and administrative convenience of Authority. The Authority, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc.
2. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Authority.
3. The Authority at present has requirement of manpower as described in detail in Table A. The requirement is only indicative and may further increase or decrease during the period of contract depending upon the exigency of work.
4. The tenderer will be bound by the details furnished by him/her to the Authority submitting the tender or at subsequent stage. In case, any of such documents furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
5. The Authority reserves the right to terminate the contract during the period of the contract after giving a month's notice to the contracting agency without assigning any reason.

##### **Liabilities, Control etc. of the persons deployed**

6. The contracting Agency shall ensure that the individual manpower deployed in the Authority conforms to the technical specifications of educational and skill qualifications prescribed in Table-'A' of the Tender Document.
7. PPV&FRA is an autonomous body of Central Government office and has five working days (i.e. Monday to Friday) in a week from 9:00 hrs to 17:30 hrs with a lunch break of ½ an hour from 13:30 hrs to 14:00 hrs. Besides this, the Authority also observes the Gazetted holidays notified by the Government of India from time to time. The staff deployed by the agency will also be allowed one day leave in a month in accordance with norms. The personnel, however, may have to attend the office on Saturday/ Sunday/beyond office hours in exigencies of work and public interest. The contracting agency will be compensated by the indenting agency (PPV&FRA) as per standard OTA rate for working beyond office hours. All the statutory laws will be applicable on overtime amount.
8. The contracting agency shall provide eligible candidates and details of qualifications and experience of each candidate for each of the identifying job for which selection will be made by selection committee of Authority based on the qualifications, experiences and skill test.

9. The agency shall be responsible for carrying out antecedents of persons and will ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
10. The agency shall provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
11. The Contracting Agency shall be responsible for proper conduct of its personnel in the Authority's office premises. In case of any damage/loss/theft etc. to the property of the Authority which is caused by the deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by the Authority or the same could be deducted from monthly payments due to the Agency.
12. The personnel of Agency should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Contracting Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the Authority.
13. The contracting agency shall replace immediately any of its personnel who is found unacceptable to Authority because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the Authority.
14. The personnel deputed to the Authority shall not be changed by the agency in any circumstances unless there is a specific request for so from the Authority in writing.
15. The agency shall nominate a co-ordinator who would be responsible for immediate interaction with the Authority so that the optimal services of the persons deployed by the agency could be availed without any disruption.
16. The contracting agency shall immediately provide a substitute in the event of any persons leaving the job due to his/her personal reasons.
17. No Transport allowance or any other compensation will be admissible to the workers provided by the contractor for attending and performing the duties in the office of the Authority. However, Overtime may be paid to the contractor if any worker of the contractor is asked to attend office early or works for late hours or works on closed day/holiday.
18. For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour legislations in respect of manpower so employed and deployed in the Authority. The persons deployed by the agency in the Authority shall not have claims of any Master and Servant relationship against Authority.
19. The contracting agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Authority shall, in no way, be responsible for settlement of such issues whatsoever.
20. The Authority shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

21. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Authority during the currency or after expiry of the contract.
22. In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in the Authority.

### **Legal**

23. The contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the Authority.
24. The contracting agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Authority to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contracting agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Authority is put to any loss/obligation, monetary or otherwise, the Authority will deduct the same from the monthly bills to the extent of the loss or obligation in monetary terms.
25. The contracting agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the PPV&FRA or any other authority under law.
26. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the Authority.

### **Financial**

27. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable, of Rs. 50,000/- (Rs. Fifty Thousand Only) in the form of Demand Draft/ Pay Order drawn in favour of PPV&FR Authority, New Delhi failing which the tender shall be rejected out rightly.
28. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the tender.
29. The successful Agency will be required to execute an agreement with the Authority for the period specified in the award letter. In case the successful agency fails to enter into the agreement with the Authority within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
30. The Authority reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

### **Terms of Payment**

31. The agency shall submit the monthly bills which shall be got duly certified by the officer in-charge and the same shall be paid within 15 days thereof after making recovery if any.
32. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Authority.
33. The placement agency shall make regular and full payment of consolidated remuneration and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of personnel by the Agency would be made on or before 7<sup>th</sup> of every month. In case 7<sup>th</sup> day being a holiday wages should be paid on the preceding working day of the month.
34. The Agency will ensure the remittance of the remuneration to the personnel deployed by them in the Authority through Bank Account and a copy of the bank statement will be furnished to this office every month along with the bills.
35. Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESIC and proof of payment towards other statutory dues for previous months shall be submitted with the bills.
36. In case the Authority receives any complaints regarding non payment of remuneration to the personnel deployed in the Authority the amount payable to the employees will be recovered from the bills of Agency and paid to such personnel.

In Charge Administration

**TABLE 'A'**

Position	Qualifications	Consolidated remuneration in Rs. p.m.	Likely requirement of Personnel
Principal Private Secretary (P.P.S.)	<ul style="list-style-type: none"><li>❖ Graduate in any discipline</li><li>❖ Five years' working experience with Officer of the level of Additional Secretary and above or Head of the organization in reputed organization.</li><li>❖ Stenographic speed of 120 words per Minute and transcription in 65 Minutes and typing speed '40' words In per minute</li><li>❖ Good knowledge of computer (MS Office, Word, Excel and Power Point)</li><li>❖ Good communication skill (oral as Well as in written)</li><li>❖ Educational Qualifications may be Exempted for retired personal)</li></ul>	25000/-	1
P.S.	<ul style="list-style-type: none"><li>❖ Graduate in any discipline</li><li>❖ Three years' working experience in secretarial matters in reputed organization. Stenographic speed of 100 words per Minute and transcription in 65 Minutes and typing speed '40' words In per minute</li><li>❖ Good knowledge of computer (MS Office, Word, Excel and Power Point)</li><li>❖ Good communication skill (oral as Well as in written)</li><li>❖ Educational Qualifications may be Exempted for retired personal</li></ul>	22,000/-.	1
Personal Assistant/Secretarial Assistant	<ul style="list-style-type: none"><li>❖ Graduate in any discipline</li><li>❖ Two years' working experience in secretarial matters in reputed organization. Stenographic speed of 80words per Minute and transcription in 65 Minutes and typing speed '40' words In per minute</li><li>❖ Good knowledge of computer (MS Office, Word, Excel and Power Point)</li><li>❖ Good communication skill (oral as Well as in written)</li></ul>	16,000/-.	6



Data Entry Operator/Office Assistant/Accounts assistant	<ul style="list-style-type: none"> <li>❖ Graduate in any discipline / commerce graduate with at least one year computer course / diploma in computer</li> <li>❖ Proficiency in typing speed '35' words per minute</li> <li>❖ Good knowledge of computer (MS Office, Word, Excel and Power Point)</li> <li>❖ Two years' experience handling computer matters /DEO in reputed organization.</li> <li>❖ For Accounts Assistant knowledge/diploma in Tally/Double Entry Accounting system.</li> </ul>	15,000/-	4
Staff car Driver	<ul style="list-style-type: none"> <li>❖ Matriculation</li> <li>❖ Holding a valid driving license for motor vehicle</li> <li>❖ Well conversant with traffic regulations in Delhi</li> <li>❖ Well conversant with roads and routes in Delhi and NCR and relevant security instructions</li> </ul>	11000/-.	1
Peon/Messenger/Safaiwala	<ul style="list-style-type: none"> <li>❖ 8<sup>th</sup> passed, Matriculation may be preferred</li> <li>❖ Two years' experience in operating photocopier, fax machine, binding equipment, running messenger, services (involving diary, receipt and dispatch of DAK) in any reputed organization</li> <li>❖ One year experience in cleaning the office premises/toilets, bathroom etc. in case of sweeper / cleaner</li> <li>❖ The qualification may be exempted for experienced persons</li> </ul>	10000/-.	7+1 Safaiwala