

पौधा किस्म और
कृषक अधिकार संरक्षण प्राधिकरण,
कृषि मंत्रालय, भारत सरकार



Protection of Plant Varieties and Farmers' Rights
Authority,
Ministry of Agriculture & Farmers welfare
Government of India

F. No. PPV&FRA/25-20/2015

Dated: 05th October, 2015

TENDER NOTICE

Protection of Plant Varieties and Farmers' Rights Authority (PPV&FRA), an autonomous body under the Ministry of Agriculture and Farmers Welfare, Government of India requires the services of a reputed, well established and financially sound Manpower Company/ Firm/Agency (hereinafter referred to as Agency) to provide manpower services for its Headquarters at New Delhi and Branch Offices outside Delhi at Guwahati and Ranchi. If required by PPV&FRA such services shall have to be provided in other Branch Offices to be established in other places by PPV&FRA subsequent to finalization of this Tender. Tenders for providing the services for various manpower on monthly contract basis are invited for a period of one year which is extendable for one more year subject to satisfactory performance, as per requirement of PPV&FRA.

1. Details of Deposits:-

Earnest Money Deposit to be made by the Tenderer : Rs. 2,00,000/- (Rupees two lac only)
Performance Security Deposit to be made : 5% of the annual value of contract
by the successful Tenderer

2. Tender Schedule:

Date of release of Tender through
Advertisement & Website : 05.10.2015
Last date and time for submission of Tender : 26.10.2015 at 3:00 P.M.
Date and time for opening of Technical Bid : 26.10.2015 at 4:00 P.M. at committee room of
PPV&FRA
Date and time for opening of Financial Bid : 27.10.2015 at 3:00 P.M. at committee room of
PPV&FRA

Bids are invited under two-bid system through open tender from registered/well-established/reputed Agency for providing the services of various manpower as per Annexure 'A' for a period of one year which is extendable by one more year subject to satisfactory performance of the selected Agency at the Headquarter of PPV&FRA at New Delhi and its Branch Offices at Guwahati and Ranchi.

Tender form, terms and conditions and draft agreement can be downloaded free of cost from the Website <http://www.plantauthority.gov.in>. Bids complete in all respects should be addressed to the Registrar and In-Charge (Administration), PPV&FRA, S-2 'A' Block, NASC Complex, DPS Marg, Opp. Todapur Village, New Delhi-110012 before the last date and time i.e. on **26.10.2015** at **15:00** hours. All the bids must be dropped in the drop box placed at the PPV&FRA or shall be sent by Registered Post/ Speed Post. The envelopes should be superscribed with the words "**Tender for Providing Manpower Services in PPV&FRA**" in bold letters. No other mode of despatch of tender is admissible.

PROTECTION OF PLANT VARIETIES AND FARMERS' RIGHTS AUTHORITY
 Ministry of Agriculture & Farmers Welfare
 S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-110012
 Tel No. -011-25843853, Fax:-01125840478

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING JOB/WORK CONTRACT FOR VARIOUS MANPOWER AS PER ANNEXURE 'A' FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI AND RANCHI WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY

From:

**REGISTRAR AND IN-CHARGE (ADMINISTRATION),
 PPV & FR AUTHORITY, S-2 'A' BLOCK,
 NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE
 NEW DELHI- 110012**

To

 (Name of the Agency)

Dear Sir(s),

Tenders are hereby invited on behalf of the Chairperson of the PPV & FR Authority, New Delhi under two- bid system for **JOB/WORK CONTRACT AS PER ANNEXURE 'A' FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI AND RANCHI WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY.**

1. The terms and conditions of the contract are those as detailed in the tender forms and its schedules. Please submit your rates in the tender form, in case you are in a position to provide the requisite manpower services in accordance with the requirements stated in the attached Schedules/Annexure.
2. An Earnest Money Deposit (EMD) of an amount of **Rs. 2,00,000/- (Rupees Two lac only)** must be enclosed with the Technical Bid in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque issued by any Nationalized Public Sector Bank in favour of **"PPV&FRA, New Delhi"** valid for a period of 60 days from the last date of submission of bid. A bid not accompanied by EMD shall be rejected. No overwriting or cutting is permitted in the tender documents. Any such bid with overwriting or cutting shall be rejected outright.
3. The tenderer cannot resile from his/her offer or modify the terms and conditions thereof subsequently. If the tenderer fails to observe and comply with the rates/tender offered by him/her, the aforesaid amount of EMD will be forfeited by the Authority. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him within one month from the date of finalization of the tender. PPV&FRA shall pay no interest on the EMD.
4. Each page of the tender and the schedule to the tender and Annexure/(s), if any, should be signed by the tenderer.

5. In the event of the space provided in the Schedule/ Form being inadequate for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference about the additional pages must be made in the tender form.
6. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor or (ii) a partner of the firm if it be partnership in which case he/she must have authority to refer the dispute concerning the partnership to arbitration whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
7. If a tenderer does not accept the offer within 15 (fifteen) days of the issue of the letter of award by PPV&FRA, the offer made shall be deemed to be withdrawn without any notice & earnest money deposit shall stand forfeited.
8. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. If on enquiry it appears that the persons signing the tender or any other tender related documents had no authority to do so, the Authority shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages beside forfeiture of the EMD.
9. The Technical Bid and Financial Bid shall be put in two separate and distinct sealed envelopes which shall be totally sealed. The EMD in form of Demand Draft or Fixed Deposit Receipt or Banker's Cheque shall be enclosed with the Technical Bid. Both the sealed envelopes one containing Technical Bid with EMD and the other containing Financial Bid shall be put in a bigger envelope and that envelope also shall be sealed. The bigger envelope should be superscribed with the words. “ **Tender for Providing Manpower Services in PPV&FRA** ” in bold letters failing which the tender will not be accepted.
10. The rates quoted by each Agency for job/service contract in tender be given both in figures and words failing which the same is liable to be rejected. Tenders will be opened by the authorized officer/(s) of PPV&FRA.
11. Tenderer or his/her authorized representative can be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on behalf of the tenderer should be indicated in the tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
12. An amount equivalent to 5% of the annual value of contract is to be deposited by the successful bidder as Performance Security Deposit only after receiving the communication from the PPV&FRA in the form of either an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee from a Nationalized Public Sector Bank in favour of the “ PPV&FRA, New Delhi ” with validity of 14 months from the date of initiation of the contract. In the event of non-deposit of the same, within the specified period, the earnest money deposit will be forfeited. The performance security deposit shall be forfeited/enforced by the Department on non-compliance of the terms of engagement by the service provider or frequent absence of manpower from the duty/misconduct of the manpower provided by the

Agency. In case contract is extended beyond the initial period of one year, agency will have to submit fresh Performance Security Deposit (PSD) to the tune of 5% of the annual value of contract for the extended period. Upon receiving fresh PSD in case of extension of contract original PSD will be released.

13. No interest on Earnest Money Deposit shall be paid by the Authority to the tenderer.
14. The Agency is liable to pay the consolidated wages to the contractual manpower as per the rates specified in the Annexure 'A' and the Agency will be reimbursed for such manpower at rates detailed in Annexure 'A' besides the statutory charges and service charges. The tendering Agency shall be responsible for compliance with all statutory provisions relating to minimum wages including EPF, ESI etc. in respect of manpower deployed by it to this office. All such statutory requirements must be incorporated while quoting the rate. The rate quoted by the bidder shall be revised only on account of statutory revision in the rates of EPF/ESI/Service Tax etc. Service charge component, however, will remain constant over the entire period of contract including the extended period, if any.
15. Service Tax, if enhanced after awarding the contract in respect of this contract, shall be payable by contractor and PPV & FR Authority will reimburse the same.
16. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' charges/consideration shall be treated as unresponsive and will not be considered.
17. Chairperson, PPV & FR Authority reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Authority.
18. Decision of Chairperson, PPV & FR Authority shall be final for any aspect of the hiring of manpower services. Disputes arising, if any, on the contract will be settled at the level of the Chairperson, PPV&FRA by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Chairperson, PPV & FR Authority. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
19. Letter of intent will be communicated by PPV&FRA to the successful bidder by fax, e-mail or any other form of communication as soon as possible.
20. The Authority does not pledge itself to accept the lowest or any other tender and also reserves to itself the right of accepting or rejecting any of the tender in whole or in part at the discretion of the Chairperson, PPV&FRA. Conditional tenders will not be accepted.
21. The manpower deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
22. Columns 7 (seven) and 8 (eight) of the Financial Bid shall be filled up by the Agency clearly without any cutting and overwriting.
23. The Agency will not be entitled to any other payment for the services provided other than the service charges. The Agency cannot realize any amount from the manpower deployed for such deployment. In case any complaint is received in this regard, the same will be viewed very seriously entailing discontinuance of the service and forfeiture/enforcement of Performance Security Deposit.
24. The Authority reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job/work.

25. The following document/vouchers are required to be enclosed with the technical bid (Schedule-I):-

- (a) Registration certificate of the Agency issued by the concerned Government.
- (b) Minimum turnover of the Agency should not be less than Rs. 2,00,00,000/- (Rs. Two crore only) per annum during the last three financial years.
- (c) Last three years' continuous experience of the Agency in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organizations to be detailed in the enclosed form in a tabular pattern.
- (d) Certified Balance Sheet of the Agency by Chartered Accountant for the last three years.
- (e) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
- (f) The Agency should be registered with appropriate statutory authorities as required under EPF, ESI and other relevant Acts.
- (g) The Agency must have a licence under the Contract Labour (Regulation and Abolition) Act, 1970.
- (h) The Agency should be registered with Income Tax, Service Tax and other relevant statutory departments/Organization
- (i) Successful tenderer will have to enter into a detailed Agreement with PPV & FR Authority on non-judicial stamp paper of Rs. 100/- (One hundred only) for providing the manpower services.
- (j) Only those Agencies will be considered for financial bid who will qualify in the technical bid.
- (k) PPV & FRA will not have any responsibility or obligation to absorb/give permanent job to the manpower deployed and shall be absolved of such obligations and responsibility at a later stage.
- (l) A certificate from banker of the tenderer about satisfactory maintenance/operation of bank accounts by such tenderer.

Yours faithfully,

Registrar & I/C Admn.
PPV&FRA

ANNEXURE 'A'

RATE OF REMUNERATION OF MANPOWER SERVICES TO BE PROVIDED BY THE AGENCY

Sl.No.	Name of post	Scope of Work and Qualifications	Rate of Remuneration per head (Rs.)	No.of person(s)	Total Remuneration(Rs.)
1	Senior Technical Examiner	Examination of applications and other technical work related to PPV & FRA with Ph. D. Degree and 10 years experience in Government/Autonomous Bodies/Public Sector/Private Sector in the relevant field.	38,000	1	38,000
2	Technical Examiner-I	Examination of applications and other technical work related to PPV & FRA with Ph. D. Degree and 5 years experience in Government/Autonomous Bodies/Public Sector/Private Sector in the relevant field.	35,000	3	1,05,000
3	Technical Examiner-II	Examination of applications and other technical work related to PPV & FRA with M.Sc Degree and 3 years experience in Government/Autonomous Bodies/Public Sector/Private Sector in the relevant field.	29,000	4	1,16,000
4	Principal Private Secretary	Secretarial Assistance besides taking down dictation and transcription. Should hold Bachelor's Degree with 10 years experience in the relevant field. Should be able to take down English dictation at a speed of 120 W.P.M. and be able to type in computer in English at a speed of 40 W.P.M.	31,000	1	31,000
5	Private Secretary	Secretarial Assistance besides taking down dictation and transcription. Should hold Bachelor's Degree with 8 years experience in the relevant field. Should be able to take down English dictation at a speed of 100 W.P.M. and be able to type in computer in English at a speed of 40 W.P.M.	25,000	1	25,000
6	Secretarial Assistant	Typing/data entry/diary/despach and other miscellaneous work with Bachelor's Degree and knowledge of typing in English/Hindi at a speed of 35 W.P.M.	19,500	1	19,500
7	Office Assistant	Typing/data entry/diary/despach and other miscellaneous work. A Bachelor's Degree with a knowledge of typing in computer at a speed of 35 w.p.m.	18,500	16	2,96,000
8	Driver	Should hold Heavy Motor Vehicle licence and Light Motor Vehicle Driving licence with Minimum 10 th pass	13,000	1	13,000
9	Multi Tasking Staff (Peon, Guard, Safaiwala etc.)	Multi Tasking work with Minimum 10 th pass	12,500	16	2,00,000
10	Expert (Concurrent Audit & Budget)	Work experience of 15 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as a Group 'A' Level Officer . The last grade pay drawn should not be less than Rs. 7600/- per month or above with a minimum qualification of Bachelor's Degree.	34,000	1	34,000
11	Expert (Finance & Accounts)	Work experience of 10 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as Group 'A' Level Officer . The last grade pay drawn should not be less than Rs. 6600/- per month or above with a minimum qualification of Bachelor's Degree.	27,000	1	27,000
12	Expert (Internal Audit)	Work experience of 8 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as Group 'A' Level Officer with Grade Pay of Rs.5400/- or above with a minimum qualification of Bachelor's Degree.	26,500	1	26,500
	Total			47	9,31,000

- a. The number of manpower to be provided is subject to change.
- b. The above rates are excluding EPF, ESI and Service Tax. However, EPF and ESI contributions shall not be paid in respect of the retired persons, if engaged.

Signature of the Tenderer or his/her
Authorised Signatory

TENDERS FOR PROVIDING JOB/WORK CONTRACT AS PER ANNEXURE ‘A’ FOR A PERIOD OF ONE YEAR AT PPV&FR AUTHORITY, S-2 ‘A’ BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI AND RANCHI WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE AGENCY

Full Name & Address of the Tenderer
 In addition, Post Box No, if any, should
 be quoted in all communications to this office :
 Telephone No.
 Telegraphic Address/FAX/ Cellular No:
 E-Mail Address

From _____

To
 THE REGISTRAR AND (I/C ADMINISTRATION)
 PPV & FR AUTHORITY, S-2 ‘A’ BLOCK,
 NASC COMPLEX, DPS MARG,
 OPP.TODAPUR VILLAGE,
 NEW DELHI-12

I/we have read all the particulars regarding the general information and other terms and conditions for **PROVIDING JOB/WORK CONTRACT AS PER ANNEXURE ‘A’ FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, S-2 ‘A’ BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI AND RANCHI WHICH IS EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE** and agree to provide the services as detailed in the schedules enclosed and as will be indicated in your letter of Intent. I/we agree to hold this offer valid for 90 days. The rates quoted will be valid for a period of one year and for such extended period as may be decided by the PPV & FRA.

I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with the requirements of PPV & FRA.

2. The following documents are enclosed for kind consideration. Schedules I,II and III accompanying this tender contain _____ Pages.

- (i) Technical bid in separate envelope properly sealed (schedule I) & duly completed and signed with EMD of Rs. 2,00,000/- (Rupees Two lac only) and all relevant documents.
- (ii) Terms & Conditions for providing manpower services (schedule II) duly completed and signed.
- (iii) Financial bid in a separate envelope properly sealed (schedule III) and duly completed and signed.
- (iv) Account Payee Demand Draft or Fixed Deposit Receipt or Banker’s Cheque No. _____ dated _____ drawn on _____ (Name of the Bank Branch) for Rs. 2,00,000/- being the Earnest Money Deposit in favour of “PPV&FRA, New Delhi, payable at New Delhi.

3. Every page of tender document including all Schedules/Annexure has been duly signed by me.

Yours faithfully,

Date: _____

Signature of witness: _____

Name &

Designation of witness : _____

Address of witness : _____

Mobile No. of witness : _____

Signature & Official Seal of the Tenderer or his/her authorised signatory _____

Permanent Address: _____

Commercial Address: _____

Telephone No. (Office): _____

Telephone No. (Residence): _____

Mobile: _____

SCHEDULE-I**TECHNICAL BID****PART -I**

1(a)	Name of the Company/Firm /Agency	
1.	Full address with Post Box No and telephone no. if any of the Company/Firm /Agency Permanent Address: Commercial Address:	
2.	Constitution of the Company/Firm /Agency (Attached copy) i. Indian Companies Act, 1956 ii. Indian Partnership Act, 1932 (please give names of all partners) iii. Any other Act	
3.	i. For Partnership firms, it may be indicated whether the firm has been registered under the Indian Partnership Act, 1932. Please also state further whether by the partnership agreement the partner who has signed the tender has been authorized to refer dispute concerning business of the partnership to arbitration. ii. If answer to the above is in negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute concerning business of the partnership to arbitration. iii. If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public otherwise its execution would be admitted by affidavit on a properly stamped paper by all partner(s). iv. Name, address, telephone no. of the proprietor/partner of the Company/Agency/Firm or if it is a Company, the same details of the Director(s) of the company.	
4.	Name and full address of your banker, indicate bank A/c numbers and type of account (saving/ current).	
5.	Your permanent Income Tax No. / Circle/ Ward (copies of PAN/TAN and Service tax registration to be enclosed). In case of partnership firm/ company copies of PAN of the all partners / Directors to be enclosed.	

Signature of the Tenderer or his/her
Authorised Signatory

6.	Service tax Registration Number with validity period, if any.	
7.	Date of establishment of the Agency/Firm/Company	
8.	Whether registered with all concerned Government authorities (EPF/ESI etc.) and having licence under Contract Labour (Regulation & Abolition) Act, 1970 (copies of all such certificates of registration to be enclosed)	
9.	Any other relevant information	

PART –II

10.	Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque No., date & issuing bank details	An Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two lac only) enclosed in the form of _____
-----	---	--

PART –III

11.	Name and address of the firm's representative and whether the firm would be represented at the time of the opening of the tenders	
12.	Name of the permanent representative to be Visiting PPV & FR Authority, New Delhi regarding the contract	

Date:

Place:

Signature of the Tenderer or his/her
Authorised Signatory

N.B.Please paginate supplementary pages, if added.

Details of Minimum 3 years experience/work done.

Sl. No.	Name of Deptt./ Organisation & Name of Contact Person with Ph. No.	Period		No. of Staff deployed	Remarks
		From	To		

Signature of the Tenderer or his/her
Authorised Signatory

Schedule –II**TERMS AND CONDITIONS TO BE OBSERVED BY THE AGENCY INTERESTED TO PROVIDE
MANPOWER SERVICES AT PPV&FRA.**

The undersigned has read the following terms & Conditions for submission of Technical Bid and Financial Bid in connection with providing manpower services to PPV&FRA.

1. The staff shall attend duties punctually and alternative arrangements shall be made by the Agency if required whenever any of the members of staff remains away from duty.
2. Changing of staff deployed shall be with the approval of the Chairperson, PPV&FRA only.
3. The Chairperson, PPV & FR Authority reserves the right to reject any or all quotations in whole or in part without assigning any reasons thereof. The decision of Chairperson, PPV & FR Authority shall be final and binding on the Agency in respect of clauses covered under the contract.
4. The staff provided shall maintain confidentiality and discipline in the premises of PPV & FR Authority, New Delhi and Branch offices at Guwahati & Ranchi or any other place where such Manpower Services may have to be provided.
5. The agreement is terminable with one month notice by the Authority. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the service provider shall not be entitled to any claim for any absorption in any capacity in the Authority.
6. The contractor shall not sublet the contract to any other Agency.
7. The Agency or its workers shall not misuse the premises allotted to them for any purpose other than the purpose for which the contract is awarded.
8. The selected Agency shall provide necessary manpower at PPV & FR Authority, New Delhi as per labour laws prevalent in the respective State/UT where such services are provided. The Agency shall employ adults only who are good and reliable persons with good health. In case any of the manpower so provided is not found suitable, the Authority shall have the right to ask for his/her replacement without giving any reason thereof and the Agency shall have to replace such manpower immediately.
9. The manpower so provided by the Agency under this contract will not be the employees of the Authority at any point of time and there will be no employer-employee relationship between the Authority and the persons so engaged by the contractor in the aforesaid services shall be employees of the contractor only for all purposes.
10. Payment for service contract will be made on monthly basis upon submission of pre-receipted bill along with attendance sheets of the manpower, proof of having deposited the remuneration to the Bank Account of the contractual employees.
11. No request for alteration in the rates once quoted will be entertained during the period the contract is in force.

Signature of the Tenderer or his/her
Authorised Signatory

12. **Contractor will be reimbursed for each manpower at rates detailed in Annexure 'A'. Bids quoting 'Nil' service charges/consideration shall be treated as unresponsive and will not be considered.**
The educational qualification can be relaxed with the approval of Chairperson, PPV&FRA in case the candidate is well experienced or found fit otherwise. The prescribed working period is for 8.00 hours from 9.00 AM to 5.30 PM excluding lunch period for half an hour (1.00 P.M. – 1.30 PM) or the timing as fixed by the Competent Authority from time to time.
13. Employee's Provident Fund (EPF) and Employee's State Insurance (ESI) contribution are mandatorily to be deposited, where applicable, in respect of each employee with the concerned Authority as per the relevant rules/laws/Acts. The rate should be quoted in the given format only. The applicant, while quoting the Service charges in financial bid, must comply with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of the Department of Expenditure, Ministry of Finance, Govt. of India. Bids, quoting 'NIL' service charges /consideration, shall be rejected.
14. The Agency will discharge all its legal obligations in respect of the workers/ supervisors to be employed/deployed by it for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified PPV&FRA against any claims, loss or damages that may be caused to it on account of any failure on its part to comply with the obligations under various laws. In case of any dispute, the decision of Chairperson, PPV&FRA shall be final and binding on the contractor.
15. Income Tax in respect of manpower provided by the Agency will be deducted from the payment due to them for the work done by them as per rule by the Agency. TDS in respect of the Agency will be deducted by PPV&FRA as per rules applicable from time to time.
16. PPV & FR Authority reserves the right to discontinue the service at any time by giving one month's notice if the, services of the Agency are found unsatisfactory and PPV&FRA has the right to award the contract to any other Agency at the risk and cost of the current Agency and excess expenditure incurred on account of this can be recovered by forfeiting/enforcing the Performance Security or from the pending bills of the Agency or by raising a separate claim.
17. The Agency shall be solely responsible for the redressal of grievances/resolution of dispute related to manpower deployed and Authority shall in no way be responsible for settlement of such issues whatsoever of the manpower.
18. The Agency will furnish to the PPV & FR Authority the full particulars of the manpower sponsored including details like name, father's name, age, photograph, permanent address, telephone number, copies of credentials etc. and also ensure that the manpower deployed possess the requisite academic/technical qualifications and experience for rendering the requisite services to the PPV & FR Authority.
19. The tendering Agency shall be liable to deposit all taxes, levies, cess etc. on account of service rendered by it to the Authority with the concerned tax collection authorities from time to time as per extant rules, regulations, laws and Acts on the matter and PPV&FRA does not own any responsibility in this regard.
20. The manpower provided will be bound by office timings, duty, placement locations etc., as decided by the PPV & FR Authority.

Signature of the Tenderer or his/her
Authorised Signatory

21. The Agency shall make payment of remuneration/wages to its manpower before 5th of every month by A/C Payee Cheque or by RTGS to their Bank Account. After making the payment, the Agency shall raise the bill on the PPV & FR Authority for reimbursement. The reimbursement claims shall be supported with challans of depositing of E.S.I and E.P.F contribution and Service Tax in respect of the preceding month. A part or whole of the reimbursement claim shall be held up till such proof is furnished at the discretion of the PPV&FRA.
22. Any loss, theft or damage to the life and/or property of the PPV & FR Authority and its employees shall be compensated for by the Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the manpower deployed by the Agency.
23. The manpower deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
24. The Agency will not be entitled to any other payment for the services provided other than the service charges. The Agency cannot realise any amount from the manpower deployed for such deployment. In case any complaint is received in this regard, the same will be viewed very seriously entailing discontinuance of the service and forfeiture/enforcement of performance security.
25. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the Agency will be liable to be forfeited/ enforced against the Agency by the Authority besides annulment of the contract.
26. The terms and conditions, as stipulated in the tender documents and enclosed herewith, shall be deemed to be part of the agreement.

LIQUIDATED DAMAGES CLAUSES:

27. Whenever and wherever it is found that the work is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by PPV & FR Authority and if no action is taken within one hour, liquidated damages clause will be invoked. An amount equivalent to two days of contract amount subject to a minimum of Rs.2500/- will be levied as liquidated damages per day.
28. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be brooked and such persons will have to be replaced immediately.
29. The Chairperson, PPV&FRA reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof. The decision of the Chairperson, PPV&FRA shall be final and binding on the Agency in respect of any clause covered under the Contract.

Signature of the Tenderer or his/her
Authorised Signatory

N.B. All pages must be signed.

SCHEDULE -III**FINANCIAL BID**

To

REGISTRAR AND IN-CHARGE (ADMINISTRATION)
PPV & FR AUTHORITY, S-2 'A' BLOCK,
NASC COMPLEX, DPS MARG,
OPP.TODAPUR VILLAGE,
NEW DELHI-110012

Sir,

I/We wish to submit our tenders for **PROVIDING JOB/WORK CONTRACT AS PER ANNEXURE 'A' FOR A PERIOD OF ONE YEAR AT PPV & FR AUTHORITY, NASC COMPLEX, PUSA, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI & RANCHI WHICH MAY BE EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE** in accordance with the highest standards of services and as per Ministry of Labour & Employment, Govt. of India O.M. No. 14(113) Misc. RLD (Coord.)/2012 dated 23.1.2013 and Ministry of Finance, Govt. of India O.M.No. 29(1)/2014-PPD dated 28.01.2014 on the following rates:-

Sl.No.	Name of post	Scope of work and Qualification	Remuneration (Rs.)	No.of person(s)	Total (Rs.)	Service charge per month	
						Rate (%)	Total amount(Rs.)
1	2	3	4	5	6	7	8
1	Senior Technical Examiner	Examination of applications and other technical work related to PPV & FRA with Ph. D. Degree and 10 years experience in Government/autonomous Bodies/Public Sector	38,000	1	38,000		
2	Technical Examiner-I	Examination of applications and other technical work related to PPV & FRA with Ph. D. Degree and 5 years experience in Government/autonomous Bodies/Public Sector	35,000	3	1,05,000		
3	Technical Examiner-II	Examination of applications and other technical work related to PPV & FRA with M.Sc Degree and 5 years experience in Government/autonomous Bodies/Public Sector	29,000	4	1,16,000		
4	Principal Private Secretary	Secretarial Assistance and PS work with Bachelor's Degree with 10 years experience	31,000	1	31,000		
5	Private Secretary.	Secretarial Assistance and PS work with Bachelor's Degree with 8 years experience	25,000	1	25,000		
6	Secretarial Assistant	Typing/data entry/diary/dispatch and other miscellaneous work with Bachelor's Degree	19,500	1	19,500		
7	Office Assistant	Typing/data entry/diary/despatch and other miscellaneous work. A Bachelor's Degree with a knowledge of typing in computer at a speed of 30 w.p.m.	18,500	16	2,96,000		
8	Driver	Driving holding commercial vehicle licence/light moter vehicle licence with Minimum 10 th pass	13,000	1	13,000		
9	Multi Tasking Staff (Peon, Guard, Safaiwala etc.)	Multi Tasking work with Minimum 10 th pass	12,500	16	2,00,000		

10	Expert (Concurrent Audit & Budget)	Work experience of 15 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as a Group 'A' Level Officer . The last grade pay drawn should not be less than Rs. 7600/- per month or above with a minimum qualification of Bachelor's Degree.	34,000	1	34,000		
11	Expert (Finance & Accounts)	Work experience of 10 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as Group 'A' Level Officer . The last grade pay drawn should not be less than Rs. 6600/- per month or above with a minimum qualification of Bachelor's Degree.	27,000	1	27,000		
12	Expert (Internal Audit)	Work experience of 8 years and above in relevant field in Government/Central Autonomous Bodies/Public Sector as Group 'A' Level Officer with Grade Pay of Rs.5400/- or above with a minimum qualification of Bachelor's Degree.	26,500	1	26,500		
Total				47	9,31,000		

I/We have noted the following conditions.

- The number of manpower to be provided is subject to change.
- EPF contribution will be restricted to Rs.15,000 of remuneration per month
- ESI will be paid only to those manpower whose remuneration per month is up to Rs. 15,000.
- Service Tax will be paid as per rules/laws/Acts.
- EPF and ESI contributions shall not be paid in respect of the retired persons, if engaged.

I/we agree to the forfeiture of the earnest money deposit in case I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.
The EPF contribution, ESI contribution and Service Tax will be payable by PPV&FRA as per Govt. Rules, bye-laws, laws and Acts.

I/we have carefully read the terms and conditions of the tender and agree to abide by the same in letter and spirit.

Signature & Official Seal of the Tenderer or his/her authorised signatory _____
Permanent Address:
Commercial Address:
Telephone No. (Office):
Telephone No. (Res.):
Mobile:

Note- Bids quoting 'Nil' Service charges/consideration shall be treated as unresponsive and will not be considered/accepted and are thus liable for rejection.

DRAFT SPECIMEN AGREEMENT

This Agreement is made at (place) on the day of Two thousand fifteen between PPV & FR Authority (hereinafter called the Authority) through..... (designation of the authorized officer of PPV&FRA) which term shall include its successor in office, assignees etc. of the FIRST PART and (name & address of the Agency) (hereinafter called the Agency) which term shall include its authorized representatives, successors, heirs, assignees etc. of the OTHER PART.

Whereas the Authority has decided to assign the job/work contract for providing manpower services at PPV&FRA, NASC Complex, DPS Marg, New Delhi to (Name of the Agency) on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. This Agreement shall come into force w.e.f. _____(date) and will remain in force for a period for one year or for any extended period but can be terminated by the Authority by giving one calendar month's notice in writing of its intention to terminate the Agreement. The Agreement can be renewed for a further period of one year or such other period at the sole discretion of the Authority.
2. The Agency shall be responsible for job/work contract for providing _____
_____ (nature of job) at the office of PPV&FRA at New Delhi, Guwahati and Ranchi for the present.
3. All manpower posted at the premises of PPV&FRA shall at all time and for all purposes be deemed to be employees of the Agency and the PPV&FRA shall have no liability on this account whatsoever and in any manner.
4. That the Agency shall ensure that all manpower deployed at the Authority premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
5. Authority shall have the right to ask for the removal from its premises any manpower considered by them to be incompetent, disorderly or for any other reason and such person shall not again be deployed without the consent of the PPV & FR Authority.
6. The manpower deployed by the Agency should work as per the working days and timings of the PPV & FR Authority.
7. Wages to be paid to the contractual manpower will be as per the directions of the Ministry of Labour and Employment, Government of India as issued from time to time. Current wages and allowances will be as per Annexure 'A' which is subject to change.
8. Monthly consolidated charges for job/ work contract for providing services at Authority as per terms and conditions specified in schedule-II and scope of work mentioned at Annexure-A of the tender document including the service tax and service charges as applicable will be paid to the Agency by the Authority. The Agency will raise a bill after payment of remuneration to the manpower deployed every month and the payment will be released by the Authority in the form of crossed cheque /RTGS to the Agency subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan along with list of persons in proof of having deposited ESIC and EPF contribution with the concerned organizations are also to be submitted with the

bill.

9. The deduction of income tax from the bills of the Agency will be made at source as per rates and rules applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Chairperson, PPV & FR Authority. The decision of the sole arbitrator shall be final and binding in all disputes between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
11. The Agency shall issue identity card to each of the workers engaged for entry in PPV & FR Authority premises.
12. The Agency shall ensure the successful implementation of the terms and conditions of the Agreement by proper control and supervision of the work.
13. In case the Agency fails to perform any of the terms and conditions of this Agreement or commits any breach of contract, Chairperson, PPV & FR Authority shall have the right to cancel the contract and to get manpower from elsewhere at the cost of the manpower supplying Agency i.e. _____ (Name of the Agency).
14. The Agency agrees to discharge all their legal obligations in respect of the wages and service conditions of the manpower supplied by them and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz, obligations under Contract Labour (Regulation & Abolition) Act, 1970, Workmen Compensation Act, 1923, E.P.F., E.S.I. and other relevant Acts. The Agency agrees to indemnify and keep indemnified the Chairperson, PPV & FR Authority against any eventuality on account of failure of the Agency to comply with the legal obligations under various laws and on account of negligence on the part of the Agency or the manpower supplied by them.
15. It is also agreed that under no circumstances, the manpower of the Agency shall be treated or regarded or considered or deemed to be the employees of the Chairperson, PPV & FR Authority and the Agency alone shall be responsible for their remuneration, wages etc. The Agency shall indemnify and keep indemnified the Authority against any claim that it may have to meet towards the manpower of the Agency deployed in PPV&FRA. The manpower of the Agency shall have no claim to absorption/ regularization in the PPV&FRA.
16. The contract is subject to the conditions that the Agency shall comply with all relevant laws and bye-laws of Central Govt./State Govt. /UT/ NCT of Delhi as applicable from time to time relating to this contract.
17. In case of any loss or damage to the property of the Authority which is attributable to the Agency, the full damages will be recovered from the Agency or its manpower as decided by Authority.
18. The Agency shall not transfer its right of supplying manpower to PPV&FRA to any other Agency or sub-contract the same to any other Agency.
19. The Agency or its manpower shall not misuse the premises allotted to them for any purpose other than the purpose for which the contract is awarded.
20. The Agency shall devote its full attention in service to ensure highest quality in all respects and discharge its obligations under the contract with trust, diligence and honesty.
21. The manpower deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
22. The Agency will not be entitled to any other payment for the services of manpower provided other than

the service charges. The Agency cannot realise any amount from the manpower deployed for such deployment. In case any complaint is received in this regard, the same will be viewed very seriously entailing discontinuance of the service and forfeiture/enforcement of Performance Security.

- 23. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the Agency and not by PPV&FRA in any manner.
- 24. There will be surprise checking by an Officer of the Authority. Shortcomings, if any, pointed out by such officer shall be rectified by the Agency within 24 hours of its being brought to its notice.
- 25. The Agency shall have a Co-ordinator for immediate interaction and coordination with the PPV&FRA.
- 26. The terms and conditions, as stipulated in the tender documents and enclosed herewith, shall be part of the Agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

- 27. Whenever and wherever it is found that the work of a worker provided by the Agency is not up to the mark in any Section, it will be brought to the notice of the supervisory staff of the Agency by PPV & FR Authority and if no action is taken within one hour liquidated damages clause will be invoked. An amount equivalent to two days of contract amount subject to a minimum of Rs.2500/- will be levied as liquidated damages per day.
- 28. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be brooked and such persons will have to be replaced immediately.

The decision of the Chairperson, PPV & FR Authority shall be final and binding on the Agency in respect of any clause covered under the contract and any matter incidental thereto.

IN WITNESS whereof the parties have executed these presents on the day, month and year as mentioned hereinabove.

(Name, Address and Signature _____
of the Tenderer or his/her Authorized Signatory _____
of the Agency) with Official Seal _____

(Signature of the Officer on
behalf of PPV & FR Authority)
with Official Seal

WITNESS

WITNESS

1. Name of witness _____
Signature of witness _____
Address of witness _____

1. Name of witness _____
Signature of witness _____
Address of witness _____

2. Name of witness _____
Signature of witness _____
Address of witness _____

2. Name of witness _____
Signature of witness _____
Address of witness _____