

NATIONAL INSTITUTE OF PLANT GENOME RESEARCH
(An Autonomous Research Institution of the Department of Biotechnology,
Ministry of Science & Technology, Govt. of India)
Aruna Asaf Ali Marg, New Delhi-110067 (O) 26735165 / 26735170 (Fax) 26741658

No. 1-10(17)/2019/NIPGR/Admn./

NOTICE INVITING TENDER

Online tenders are invited in two bid system on behalf of Director, NIPGR, Aruna Asaf Ali Marg, New Delhi – 110067, from the reputed Manpower Agencies, in the prescribed form, for providing manpower services to the Institute, up to 03:00 p.m. on or before August 21, 2019, as per following details:

EMD (in ₹)	Last date & time for sale of Tender Document	Last date & time for submission of Tender	Time & Date of opening of Tender
3,60,000	August 20, 2019 05.00 pm.	August 21, 2019 03.00 pm.	August 22, 2019 03.00 pm.

The Tender documents can be obtained in person by the interested firms from the Administration Division, NIPGR, during office hours against nonrefundable cash payment of ₹ 1,500 (Rupees One Thousand Five Hundred only) as mentioned above from 30/7/2019 to 20/8/2019 upto 1700 hrs. The Tender Document can also be downloaded from the website www.nipgr.ac.in and Central Public Procurement Portal (www.eprocure.gov.in) free of cost. In case the tender is not submitted in the prescribed bid document, the tender will not be considered.

The earnest money should be deposited in the form of Demand Draft/Pay Order of a Scheduled Bank payable at New Delhi, issued in favour of the Director, NIPGR, New Delhi, so as to reach the undersigned latest by August 21, 2019 before 03:00 p.m. The agencies registered with MSME & NSIC in the above mentioned services are exempted from submission of EMD.

The agencies based/having their liaison office in Delhi-NCR and completed either at least three contracts of similar services of annual value not less than ₹ 0.72 crore, or two contracts of similar services of annual value not less than ₹ 0.90 crore, or one contract of similar services of annual value of ₹ 1.44 crore, for providing manpower in the below mentioned categories, in each of the last three years ending June, 2019, satisfactorily, in Government, Department/Organisation/PSUs/Autonomous Organisations, besides fulfillment of other requirements, are eligible to apply. Copies of job orders & satisfactory completion/performance certificates and particulars of contract awarded by the concerned organizations indicating the period/scope of contract, numbers of personnel engaged, type of services rendered and payments received be furnished. Further, the tenderer should have a minimum annual turnover of at least ₹ 1.80 crore for each of the last three financial years ending March 31, 2018. **The other eligibility conditions are mentioned in the Tender Document.**

Intending bidders must enclose copy of documents such as valid Registration, PAN, EPF, ESI Registration, GST Registration, Copy of Income Tax Return for the financial years 2015-16, 2016-17 and 2017-18, etc. with the bids.

- 1. Tender document is integral part of the process and it is mandatory for tenderer to submit complete tender document duly signed/stamped alongwith Technical Bid.**
- 2. Any tenderer found involved in illegal practices/non-payment/less payment of wages than the minimum wages declared by Govt. of NCT of Delhi will lead to cancellation of the contract forthwith and taking up further action as deemed appropriate by the Institute.**

Controller of Administration, NIPGR

Note: The Terms & Conditions may be read carefully before submitting the Tender.

NATIONAL INSTITUTE OF PLANT GENOME RESEARCH
New Delhi 110067

1. National Institute of Plant Genome Research, New Delhi invites sealed tenders from the registered Manpower Agencies based/having their liaison office in Delhi/NCR for providing manpower services to the Institute in the following categories.

- (i) Personal Assistant
- (ii) Computer Operator/Data Entry Operator/Office Assistant
- (iii) Caretaker
- (iv) Driver
- (v) Technical Personnel (Pump Operator/Carpenter/Electrician/Mason/Plumber etc.)
- (vi) Laboratory/Office Attendant
- (vii) Mess Supervisor/Cook/Helper
- (viii) Unskilled/Semiskilled/Skilled, Field worker

The actual requirement of manpower may vary from time to time and therefore, number of manpower is not mentioned about against each category of manpower.

2. **(i) Standards/Benchmarks for the services sought are as under**

Sl. No.	Designation	Eligibility Criteria
1.	Personal Assistant	Graduate with knowledge of shorthand and computer with appropriate speed + 1 year experience
2.	Computer Operator / Data Entry Operator / Office Assistant	(a) Graduate with relevant knowledge of computer + 1 year experience; (b) Matriculation with relevant knowledge of computer + 1 year experience.
3.	Caretaker	Graduate or intermediate + 2 years experience in specified area
4.	Driver	Matriculation + 1 year experience
5.	Technical Personnel – (Pump Operator / Carpenter / Electrician / Mason / Plumber/Cook etc.)	Matriculation or a minimum experience of two years in the relevant field
6.	Lab Attendant / Office Attendant	Matriculation + 1 year experience
7.	Field Worker/Helper	Working knowledge in the respective areas

- (a) Agencies not dealing with/supplying above personnel need not participate in the tender process.
- (b) The wages/remuneration of the personnel stated in the above table shall be fixed in consultation with NIPGR.
- (c) The above list is illustrative not exhaustive.
- (d) The number of personnel may vary depending upon the prevailing situation.

(ii) Age limit for the above posts:

The candidates should be aged between 18 to 50 years as on 30.06.2019.

3. Schedule

1.	Last date & time to submit tenders	August 21, 2019 up to 3:00 p.m.
2.	Date & time for opening of Technical Bid	August 22, 2019 at 3:00 p.m.
3.	Validity of tenders	One Year

4. Requirements for Technical Bids: -

- (i) The EMD for ₹ 3,60,000/- is required to be submitted through DD/Pay order in favour of Director, NIPGR, payable at Delhi. Without EMD tender will be rejected.
- ii) The manpower will have to be provided by the agency within 15 days from the date of award of Contract, as per the detailed Terms and Conditions given in **Annexure – I**.
- iii) Only Manpower Agencies, who fulfill the following minimum criteria may submit their bids:
- a) The Agency should be registered with the appropriate registration authority for providing Manpower Services and should have its registered/liaison office in Delhi/NCR. A copy of the registration shall be attached with the bid.
- b) The Agency should be registered with PF authorities and a copy of the registration certificate issued by the authorities shall be attached with the bid.
- c) The Agency should be registered with ESI authorities and a copy of the registration certificate issued by the authorities shall be attached with the bid.
- d) The Agency should be registered with Government's Labour Commissioner" office and a copy of the labour license issued by the Labour Commissioner shall be attached with the bid.
- e) The Agency should be registered with Income Tax Authorities and a copy of the PAN issued by the authorities shall be attached with the bid.
- f) The Agency should be registered with GST Department and a copy of GST registration issued to the Agency shall be attached with the bid.
- (g) GST Number and duly acknowledged copy
- h) The tenderer should have a minimum annual turnover of at least ₹1.80 crore for each of the last three financial years ending March 31, 2018. (This has to be supported with copy of balance sheets (duly audited by CA) and Copy of Income Tax Return for the financial years 2015-16, 2016-17 and 2017-18, etc. with the bids).
- i) The agencies based/having their liaison office in Delhi-NCR and completed either at least three contracts of similar services of annual value not less than ₹ 0.72 crore, or two contracts of similar services of annual value not less than ₹ 0.90 crore, or one contract of similar services of annual value of ₹ 1.44 crore, for providing manpower in the following categories, in each of the last three years ending June, 2019, satisfactorily, in Government, Department/Organisation/PSUs/Autonomous Organisations, besides fulfillment of other requirements, are eligible to apply. Copies of job orders & satisfactory completion/performance certificates and particulars of contract awarded by the concerned organizations indicating the period/ scope of contract, numbers of personnel engaged and type of payments received may be furnished. Further, the tenderer should have a minimum annual turnover of at least ₹ 1.80 crore for each of the last three financial years ending March 31, 2018. The other eligibility conditions are available in the Tender Document.

- j) The manpower supplying agencies/Firms should have been in existence for not less than five years.
- k) It should not have been blacklisted by any Govt. organization during last five years etc.
- iv) The Agency must have proper mechanism for intake, verification of candidate's character and antecedents, Management and Placement of the manpower. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the Institute. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found suitable by the Institute for any reasons immediately on receipt of such a request from NIPGR.
- v) It should be willing to take up the Contract on the terms and conditions given at **Annexure – I**.

5. The Earnest Money deposit (EMD) of ₹ 3,60,000/- (Rupees three lakhs sixty thousand only) shall become the security deposit (interest free), if the contract is awarded. Besides the agency shall furnish the interest free Performance Security equivalent to 10% of the work order amount after adjustment of EMD, in the form of Demand Draft in favour of the Director, National Institute of Plant Genome Research, New Delhi or in the form of Bank Guarantee from a scheduled bank bearing 15 months validity from the effective date of agreement.

6. The tender shall be submitted in two bid system i.e. **Technical Bid** and **Price-Bid**:

(A) The **“Technical Bid”** should contain:

- (i) Acceptance of terms and conditions at **Annexure – I** (duly signed).
- (ii) The proforma at **Annexure –II** (Duly Filled in and signed) with EMD, Cost of Tender (if any) and all required documents etc. as attachments
- (iii) Profile of Agency including copies of previous experiences of manpower provided to Government Departments/Organizations (issued by concerned organizations) [only relevant documents]
- (iv) All other required documents and any other relevant document.
- (v) Undertaking on non-judicial stamp paper of ₹ 100/- regarding not having blacklisted by any Government organization during last five years etc. at **Annexure -III**

(B) The **“Price Bid”** should contain only the **“Administrative Charge”** to be charged by the Outsourcing Agency (bidder) (**Annexure –IV**).

7. **Instructions for Online Bid Submission :**

- (i) The tender documents are available on our website www.nipgr.ac.in & www.eprocure.gov.in and same can be downloaded.
- (ii) Tender documents may be downloaded from ITPO's website www.nipgr.ac.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
- (iii) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer

for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- (v) The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- (vi) Bids will be opened as per date/time as mentioned in the Tender Document. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature

Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.

- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- (i) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (ii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iii) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (ix) Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

8. Financial Bids will be opened after evaluation of Technical Bids by the Committee constituted for this purpose. Bidders or their authorized representative shall be intimated the date and time of opening of financial bids.
9. The Bid will remain valid for 3 months from the last day for receipt of bids.
10. For any queries or more information, the following person can be contacted between 11.00A.M. to 2.00 P.M. on all working days up to August 21, 2019.
Section Officer (Admn), NIPGR
11. The Institute reserves the rights to amend/withdraw any term(s) and condition(s) in the Tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority of National Institute of Plant Genome Research in this regard shall be final and binding on the Agency.
12. **The Tender Document can be downloaded from the website www.nipgr.ac.in and Central Public Procurement Portal (www.eprocure.gov.in) free of cost. In case the tender is not submitted in the prescribed bid document, the tender will not be considered.**

Controller of Administration, NIPGR

Annexure I

A. General

- i) The contract is initially for a period of 12 months which can be extended on mutual consent and on satisfactory performance or curtailed at the discretion of the Institute.
- ii) The tenderer will be bound by the details furnished by it to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- iii) Financial bids of only those tenderers will be opened who are declared technically qualified.
- iv) The bidder should quote unconditional rates neatly, without any overwriting and duly signed & stamped on all pages.
- v) The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. Proofs of identity like driving license, bank account details, previous work experience, proof of residence (Election Voter ID Card/ Aadhar Card) and recent photograph and a certification to this effect should be submitted to this Institute. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Institute.
- vi) The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in this Institute before the commencement of work:
 - a) Bio-data of the person deployed with photograph affixed.
 - b) List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - c) Police Verification
 - d) Character certificate from a Gazetted Officer of the Central/ State Government.
- vii) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- viii) The Agency shall depute a coordinator, who would be responsible for immediate interaction with the Institute authorities so that optimal services of the persons deployed by the agency could be availed without any disruption.
- ix) The Agency shall engage necessary persons as required by this Institute from time to time. The said persons engaged by the Agency shall be the employee of the Agency and it shall be the duty of the Agency to pay their wages/remuneration in time i.e. before 7th day of every succeeding month. There is no master & servant relationship between the employees of the Agency & the Institute and further the engaged person of the Agency shall not claim any absorption.

- x) The Agency's personnel shall not divulge or disclose to any person(s) of any details of their office (NIPGR), operation process technical know-how, security arrangements and administrative / organizational matters of NIPGR as all are confidential in nature.
- xi) The Agency's personnel should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the good image of this Institute. The Agency shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- xii) The Agency shall remove, any debarred person(s), who is/are found incompetent or for his/her/their misconduct and the Agency shall forthwith replenish such requirements. The Agency shall replace immediately any of its personnel, if they are unacceptable to the Institute because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving communication from the Institute.
- xiii) The Agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering around without work.
- xiv) The Institute will not be responsible for the transportation, food, medical and other statutory requirements in respect of the personnel deployed by the Agency.
- xv) Working hours would be normally from 9.00 AM to 5.30 PM during working days (except Sundays and National Holidays) including 30 minutes lunch break in between. However, in exigencies of work, they may be required to work beyond normal working hours and may be called on holidays, if required. The person shall be allowed by the Agency one day leave for each completed month of service.
- xvi) The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Institute.
- xvii) The Agency shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- xviii) The Agency shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this Institute to him/her shall be acknowledged immediately or on the same day. The Agency shall strictly observe the instructions issued by the Institute for implementing under the Contract from time to time.
- xix) This Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel engaged through the Agency.
- xx) The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this Institute suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this Institute for the same. The agency shall keep this Institute fully indemnified against any such loss or damage.

- xxi) The Institute will maintain an attendance register on behalf of the agency in respect of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- xxii) The successful bidder will enter into an agreement with this Institute for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/remuneration/DA etc. is to be absorbed by the Institute. The contract/agreement can be extended on mutual consent and on satisfactory performance or curtailed at the discretion of the Institute.
- xxiii) On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of agreement with the Agency or employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

B. Financial

- i) If the agency/firm quotes charges which are not considered to cater the administrative and other charges and Contractor's profit, appropriately, the bid shall be treated as unresponsive and will not be considered.
- ii) The successful bidder shall furnish a Security Deposit in the form of Demand Draft/Bank Guarantee in favour of Director, National Institute of Plant Genome Research, with the Institute as a security. No interest is payable on the Security Deposit. The Security Deposit/ Bank Guarantee will be forfeited/encashed if supply of manpower is delayed beyond the period stipulated by the Institute or non-compliance of the terms & conditions of agreement by the Agency or frequent absence from duty/misconduct on part of manpower supplied by the agency.
- iii) The agency shall raise the bill, in triplicate, along with attendance sheet
- iv) The bill shall accompany copies of PF/ESI challans including individual remittance receipts, attendance sheet, etc. failing which the bill amount shall be held up till the proof is furnished, at the discretion of this Institute. The payment will be released after deduction of taxes deductible at source under the law in force. The Agency shall also provide the registration details of the employees who will be deputed by it to work at the Institute premises and their Provident Fund (PF) numbers with Universal Account Number (UAN), ESI numbers etc.
- v) Payments to the Agency would be released strictly on certification that his services were satisfactory and attendance as per the bill preferred by the Agency.
- vi) It shall be the duty of the Agency to ensure the disbursement of wages/remuneration in the presence of the authorized representative of the Institute.
- vii) No wage/remuneration will be paid to any staff for the days of unauthorized absence from duty.
- viii) The Institute reserves the right to withdraw/relax any of the terms and conditions

mentioned above so as to overcome the problem encountered by the contracting parties.

- ix) The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Institute may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process.

C. Legal

- i) The Agency shall be responsible for compliance of all statutory provisions relating to Minimum wages Act, Provident Fund Act, Employees State Insurance Act, Payment of wages Act, Shop & Establishment Act, Payment of Bonus Act, Gratuity Act etc. in respect of the persons deployed by it in this Institute.
- ii) The Agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii) The Agency shall maintain all statutory registers/records under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Institute or any other authority under Law.
- iv) The Agency shall be responsible for payment of wages/remuneration to each worker employed by him as Contract worker and such wages/remuneration shall be paid on or before 7th day of succeeding month.
- v) The personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Institute.
- vi) The Agency shall not assign, transfer, pledge or subcontract the performance of services without the prior written consent of the Institute.
- vii) In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Institute is put to any loss/ obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- viii) The Agency's personnel shall not claim any benefit/compensation/regularization of services from this Institute under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking from the personnel so deployed to this effect shall be required to be submitted by the Agency to this Institute.

- (ix) In case of breach of any terms and conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this Institute besides annulment of the contract.
- x) For all intents and purposes, the Agency shall be the “Employer” within the meaning of different Labour Legislations in respect of persons so deployed in the Institute. The persons deployed by Agency in the Institute shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against NIPGR.
- xi) The agreement can be terminated by the Agency by giving three month's notice in advance and period of notice by the Institute will be one month. If the agency fails to give three month's notice in writing for termination of the agreement then three month's wages etc. and any suitable amount due to the Agency from this Institute shall be forfeited by this Institute.
- xii) All disputes or difference whatsoever arising between the parties out of it or relating to means, operation of this contract or the breach thereof shall be settled by mutual consultations, failing which, shall be referred to sole Arbitration or an Arbitrator to be appointed by the Director, NIPGR (Institute). The award of the Arbitration shall be final and binding on the parties as per the terms and conditions of the agreement executed on the award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Ordinance and shall be conducted in Delhi.
- xiii) The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.
- xiv) The Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. Institute shall, in no way, be responsible for settlement of such issues whatsoever. Institute shall not be responsible for any damages, losses, claims, 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.

Controller of Administration, NIPGR

ANNEXURE – II

Sl. No.	Particulars	To be filled in by the tenderer and mention page number at which the supporting documents are attached.
1.	Name of Agency	
2.	EMD for ₹ 3,60,000/- through DD/Pay Order in favour of 'Director, National Institute of Plant Genome Research' D.O. No. _____ dtd. _____.	
3.	Date of establishment of the agency. (Attach a copy of Registration Certificate)	
4.	Detailed office address of the agency with office telephone number, fax number and mobile number and the name of the contact person(s)	
5.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
6.	PAN/TAN Number (Copy to be enclosed)	
7.	GST Registration Number (Copy to be enclosed)	
8.	Each Tenderer/Agency is required to submit (with Technical Bid) an affidavit as per Annexure-III on a e-stamp paper of ₹ 100/- (duly notarized).	
9.	Length of experience in the field	
10.	Experience in dealing with Government, Departments/Organizations/PSUs/Autonomous Organizations. [Indicate the names of the Departments/Organizations and attach copies of completion certificate placed on the agency (as mentioned) under Item 4 (iii) & (h) of NIT]	
11.	Whether a copy of the terms and conditions (Annexure – I) duly signed in token of acceptance of the same is attached?	
12.	Whether agency profile attached?	
13.	List of other clients. (Attach photocopies of contract agreement in the following order. Sl. No., name of the organization, contract period, value of the contract)	

The above proforma may please be filled in and required supporting documents need to be attached otherwise tender will be rejected.

**Signature of the authorized signatory
of the Tenderer with seal of the Firm**

(Undertaking on a Non-Judicial Stamp Paper worth Rs. 100/- duly notarized)

I / We (bidder) hereby give an undertaking that:

- a) I/We have not been blacklisted during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
- b) I/We do not have any dispute with any of the Govt. Departments/Govt. Autonomous Bodies/Institutions, etc.;
- c) I/We have never been certified as ‘Unsatisfactory Performer’ for the said services provided to the Govt. Departments/Govt. Autonomous Bodies/Institutions;
- d) I/We have not submitted any fake/forged certificates/documents and later, if any such ‘Certificates/Documents’ found to be fake/forged or contains willful wrong/incorrect information, suitable legal action may be initiated against me/us/agency besides ‘forfeiture of Earnest Money Deposit’ and ‘Blacklisting’ etc.
- e) I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the NIPGR shall be authorized to forfeit the EMD submitted by me/us.
- f) The Tenderer/Agency will not sublet the work (if awarded to his/their Company) and if done so; the penalty shall be payable by his/their company to NIPGR as may be decided by the Institute.

**Seal and Signature of the
Authorized Person of the Agency**

**Name and designation of the
Authorized Person of the Agency**

Declaration

I, _____ Son/Daughter/wife of Shri _____
Proprietor / Director, authorized signatory of the Agency / Firm, mentioned above, is competent to sign
this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to
them;

3. The information/ documents furnished along with the above application are true and authentic to the
best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false
information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal of the Agency/Firm: