



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान
National Institute of Plant Health Management
Department of Agriculture, Cooperation & Farmers Welfare
Ministry of Agriculture & Farmers Welfare
Government of India



Telephone: 9140-24015374
E-mail: niphm@nic.in
Tele-Fax: 9140-24015346

Rajendra Nagar,
Hyderabad – 500 030
<http://niphm.gov.in>

F. No. NIPHM/Stores/4(2)/Manpower Services/2016-17/24

Date: 22.12.2016

इ-निविदा सूचना

e-TENDER NOTICE

Sub: Invitation of **Online bids through e-procurement system in two bid for providing Manpower Services in NIPHM Campus, Rajendranagar, Hyderabad - 500 030 - Reg.**

* * *

Sir/Madam,

National Institute of Plant Health Management (NIPHM) an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India invites '**Online bids through e-procurement system (<https://eprocure.gov.in/eprocure/>) for providing Manpower Services in NIPHM Campus, Rajendranagar, Hyderabad - 500030 in 'Two bid' system from the reputed registered contractors/agencies dealing with Manpower Services having registration with ESI, EPF and Service Tax etc.**

The schedule of receipt and opening of quotations is as under:-

- 1. Last Date & Time for submission of online bids** 14:00 hrs on 16.01.2017
- 2. Date & Time for Opening online bids (Technical bids)** 15:00 hrs on 16.01.2017

Note:

- Copy of Tender document is available in CPP Portal (URL: <https://eprocure.gov.in/eprocure/>) and NIPHM, Hyderabad website (URL: <https://niphm.gov.in>). Corrigendum/addendum, if any, will be published only in the website and separate communication will not be sent for the same.
- Instructions regarding submission of online bids are available at URL: <https://eprocure.gov.in/eprocure/>
- Bids should be submitted through online only. Manual / physical bids will not be accepted.**
- On submission of online bid, please intimate the same to the e-mail ID: niphm@nic.in

REGISTRAR

1. SUBMISSION OF TENDER THROUGH ONLINE:

The Tender proposes two stage tender systems viz. (1) **Technical Bid** and (2) **Price Bid**.

| | | | |
|----------|--------------------------------|---|---|
| I | Technical Bid (Cover-1) | : | Bidders are requested to upload the required scanned copies of files as per the following: |
| | File-1 | : | Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures. Scanned copy of Company Information (filled & signed) as per Annexure – I |
| | File-2 | : | Proofs in support of eligibility criteria as per the tender. Scanned copies of the documents / information (filled & signed) as per the ‘Eligibility Criteria’ Clause – 5 |
| | File-3 | : | Scanned copy of EMD amount in the form of DD/BC. |
| | File-4 | : | Authorization letter and undertaking (as per Annexure-III and Annexure-IV) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority. Scanned copy of letters (filled & signed) as per Annexure – III & IV. |

Details to be furnished in the separate envelope i.e., Price Bid

| | | | |
|----------|----------------------------|---|---|
| I | Price Bid (Cover-2) | : | Bidders are requested to upload the required scanned copies of files as per the following: |
| | File-1 | : | Scanned copy of Commercial Bid (filled & signed) as per Annexure – II |

Note:

1. The Bidders should furnish the location with addresses and license details of the firm.
2. The Bidders shall furnish as part of the bid, documents establishing the Bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.
3. The documentary evidence of the Bidder's qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

TABLE OF CONTENTS

| Sl.No. | Description | Page No |
|--------|--|---------|
| 1 | Preamble of Tender | 3 |
| 2 | Salient Features of the Tender | 4 |
| 3 | General Instructions | 4 |
| 4 | Eligibility Criteria | 6 |
| 5 | Scope of work | 9 |
| 6. | Cost of EMD | 10 |
| 7 | Payment of Security Deposit | 11 |
| 8 | Acceptance of Tender | 12 |
| 9 | Terms of payment | 13 |
| 10 | Execution of Agreement | 13 |
| 11 | Extension of Contract | 13 |
| 12 | Deductions for Exceptions | 13 |
| 13 | Termination of Contract | 13 |
| 14 | Technical Bid – A – Bidder’s Profile - Annexure –I | 16 |
| 15 | Financial Bid – B Annexure -II | 17 |
| 16 | Annexure – III Under taking | 21 |
| 17 | Annexure – IV Authorisation letter | 22 |
| 18 | Check List | 23 |

2. Preamble of Tender

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture, Govt. of India is mandated to promote environmentally sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.

For smooth and efficient functioning of the office NIPHM invites ‘**Sealed Bids**’ under ‘**two cover system**’ for providing Manpower Services from Government-Registered or Licensed Agencies/Firms/Organizations dealing in Manpower Services with proven track record. The contract period will be initially for a period of **One year**.

3) SALIENT FEATURES OF THE TENDER

| Tender For Providing MANPOWER SERVICES | | |
|---|--|---|
| 1 | Tender inviting Authority , Designation and Address | The Registrar, National Institute of Plant Health Management, Rajendranagar HYDERABAD – 500 030. T.S. Phone No. 24015346/043/374 Tele-fax No. 24015346 Email : niphm@gov.in ; registrarniphm@nic.in Website : http://niphm.gov.in & www.eprocure.gov.in |
| 2 | a)Name of the Work & Quantity | Providing Manpower Services in NIPHM Campus, Rajendranagar, Hyderabad – 500030, Telangana State (service receiver reserves the right to increase/decrease the quantity, originally specified in the schedule of Requirements) |
| | b)Tender reference | F. No. NIPHM/Stores/4(2)/Manpower Services/2016-17/24 |
| | c) Contract Period / Validity period of Bids | The contract period will initially be for one year, extendable on satisfactory performance and mutual consent on the same terms and conditions on half yearly/yearly basis subject to a maximum period of another two years. |
| 3 | Availability of Tender documents | Tender documents can be downloaded from http://niphm.gov.in & www.eprocure.gov.in Website free of cost. |
| 4 | Earnest Money Deposit(EMD) | <i>The bidders should submit Rs. 80,000/- demand draft/Bankers Cheque drawn on any Nationalized bank/Scheduled Bank should be drawn in favour of “NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT”, payable at Hyderabad-500 030</i> |

4 GENERAL INSTRUCTIONS:

1. Definitions:

In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Institute and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contractor” means the individual/firm/agency providing services under the contract;
- (c) “The contract price” means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations;
- (d) “The Institute” means National Institute of Plant Health Management (NIPHM), Rajendranagar, Hyderabad represented by Director General;

4.1 **CLARIFICATIONS IN THE TENDER**

- a) A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax upto 6 days prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- b) The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in> and <https://eprocure.gov.in/eprocure/>

I. Amendments to the Tender:

- a) NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
- b) Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
- c) NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time will be notified on NIPHM's website and CPP Portal <https://eprocure.gov.in/eprocure/>
- d) All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> and CPP Portal <https://eprocure.gov.in/eprocure/> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the bid documents based on changes announced through the website.

4.2 Any offer made in response to this tender when accepted by NIPHM will constitute a contract between the parties.

4.3 NIPHM reserves the right to forfeit the EMD of bidders on account of (i) premature withdrawal from the bid (ii) non- payment of security deposit (iii) failure to execute the agreement within 07 days of receipt of the letter of award of contract. The decision of the Director General, NIPHM shall be final in this regard.

4.4 Bid will be kept valid for acceptance for a period of 90 days from the day of opening financial bids.

5) ELIGIBILITY CRITERIA:

The Bidders should meet the following Eligibility Criteria for quoting the tender and the proof for the Eligibility should be provided in the Technical Bid.

| Sl. No | Minimum Eligibility Criteria | Proof to be submitted for fulfilling the Eligibility | Page No. (s) |
|---------------|---|--|---------------------|
| 1 | Tenderer should have been registered under Telangana/AP Shops and Establishment Act. 1988 | The Bidders should produce a copy of valid registration. | |
| 2 | The firm should have at least 3 years experience in providing Manpower Services as on 30.09.2016. | Documents (i.e Work orders/ Satisfactory Performance Certificates) to prove their experience are to be submitted. | |
| 3 | The Annual Gross Turnover of the bidder is should be Rs. 15.00 lakhs per annum for at least 2 years during the last 3 financial years | Copy of Audited Balance Sheet duly signed and attested by the Chartered Accountant for the three years. | |
| 4 | The firm should be an income tax assessee at least for a period of three years. | Self-attested copies of the acknowledgments of Income tax returns and PAN Card of the firm should be enclosed. | |
| 5 | The firm should be registered under the Service Tax Rules, 1994. | Self attested copy of the certificate should be enclosed. | |
| 6 | The firm should be registered under EPF Act. | The Tenderer should submit the copy of the certificate to this effect. | |
| 7 | The firm should be registered under ESI Act. | The Tenderer should submit the copy of the certificate to this effect. | |
| 8 | Earnest Money Deposit | <i>The bidders should submit Rs. 80,000/- demand draft/Bankers Cheque drawn on any Nationalized bank/Scheduled Bank should be drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad-500 030</i> | |

6. **NIPHM NOT BOUND BY ANY PERSONAL REPRESENTATION**

The supplier shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of the NIPHM.

7 **MEMBERS OF THE NIPHM NOT INDIVIDUALLY LIABLE:** No Official or Employee, of the NIPHM shall, in any way, be personally bound or liable for his / her acts or obligations of the NIPHM under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

7.1 The contractor shall indemnify the principal employer (NIPHM) against any risk and damages arising out of the default on the part of contractor due to his negligence or that of his employee or non compliance of any of the aforesaid rules, regulations etc. laid down by the government and other statutory authorities from time to time.

7.2 In case of any dispute between contractor & workers, it is the responsibility of the contractor to settle them amicably and the institute will not be a party to them and will not be responsible for any lapses, etc., on the part of the contractor vis-à-vis his workers. If under any circumstances a court awards decree against the Institute in cases relating to the workers employed by the contractor at the Institute, the contractor shall himself take all necessary action in fulfilment of the decree and the Institute as such shall not be liable to take any action. The workers engaged by the contractor will not have any type of claim against NIPHM and the contractor shall be liable and responsible for compliance of all Labour laws.

7.3 The contractor will comply with all the provisions regarding licensing, welfare and health, procedure, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation and Abolition) Act 1970 and also orders issued by Govt. of Andhra Pradesh/Telangana framed there under and for its non compliance, the contractor shall only be responsible for penalties levied by the appropriate Authority under the Act. The contractor shall also be liable to comply with all other labour and industrial laws and such other acts and statutes (including Factories Act, Payment of Bonus Act, Payment of Gratuity Act EPF Act, ESI Act, Minimum Wages Act, workman's compensation Act and Industrial dispute act etc). Depositing of P.F. Contribution as may be applicable is the responsibility of the contractor at his/her own expenses. Any default in compliance/violation of any loss or contravention of any of the provisions referred to above, the contractor shall alone be held responsible. The rate quoted will be valid for the period of contract and no hike will be admissible, except for increase in wages to be compliant with the Minimum Wages Act from time to time.

7.4 **Corrections**, if any, in the tender document must be **attested**. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.

- 7.5 NIPHM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor. NIPHM shall also not be liable for breach of any labour laws or any other laws in force by the contractor or the persons deployed on duty. The person or institution to which the contract is given will not be entitled to any other allowances or benefits, which are not included in the contract.
- 7.6 The contractor shall have to execute the contract according to the provisions of the Act and Rules made there under. The cost of executing the contract, such as stamp duty, drafting charges etc., shall be borne by the contractor as fixed by NIPHM
- 7.7 NIPHM will have every right to increase or decrease the strength of the manpower based on the requirements. For such increased number, extra charges will be paid based on the approved rate. The successful tenderer should provide such services to NIPHM on demand.
- 7.8 The contractor will have to ensure satisfactory standards of its employee's competence, conduct, Cleanliness and integrity. Neglect of duties, undesirable act, misbehaviour and consumption of alcohol while on duty etc., **shall not be condoned.**
- 7.9 The manpower engaged by the firm to whom the contract is given shall be deemed to be the servants or employees of the person /firm or institution to whom the contract is given and such staff shall not be considered or deemed to be the employees and servants of NIPHM.
- 7.10 The Institute shall not be liable for any illegal action or omission made by the staff of the contractor. In case of any loss or damage to the Institute on account of any act, omission, negligence on the part of the contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the contractor or its representatives in the compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the contractor shall be liable to make good such loss or damage determined by the Institute and shall not be open to any question by the contractor. The Institute may recover such amount or loss of damage from the contractor's bills. If the amount of such loss or damage is not recovered or paid up by the contractor forthwith on demand, the contractor shall be liable to pay the said amount with interest @18% per annum thereon from the date of demand till the date of actual payment
- 7.11 The contractor shall take liability of Insurance to cover all the persons employed by the contractor and shall produce the documentary evidence in this regard such as the ESI and PF Account numbers of the person (s) deployed at NIPHM.
- 7.12 The Institute shall not be liable to offer legal services for the offence, if any, committed by any staff of the Contractor to whom the contract is given
- 7.13 The terms and conditions of this tender shall be part and parcel of the contract executed by the person or Institution whose tender is accepted.
- 7.14 The person or institution to whom the contract is given is bound to abide by the instructions on housekeeping matters issued by the Institute from time to time.
- 7.15 The person or institution who submits their offer must have office in the twin cities of Hyderabad and must inform the Registrar, NIPHM about the address of the registered office, telephone numbers etc. All correspondence shall be addressed to that Office and

it is deemed to have been received by the person or institution to whom the contract is given.

- 7.16 The Institute will have privacy of contract with the contractor only and will give instructions to him and will have nothing to do or be concerned with the conditions of employment of the workers working for the contractor.
- 7.17 The Institute shall not be liable for any claim arising out of dismissal or retrenchment or re-employment of the workers engaged/employed by the contractor.
- 7.19 In case, the contractor or his workers are allowed to work in the premises of the Institute, the contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises at the instance of the Institute on expiry of contract.
- 7.20 The contractor will be liable not only to pay wages to his employees, but the retrenchment compensation, notice pay, gratuity or bonus as payable and the principal employer will not be held liable for any obligation of the contractor.
- 7.21 The Institute will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against the Institute. If any such claim is made against the Institute by any worker or his heirs engaged/employed by the contractor, which the Institute is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at the Institute premises or otherwise, the contractor will be liable to indemnify/reimburse the Institute all the money paid in addition to the expenses incurred by him.
- 7.22 List of records to be maintained by the Agency for operations in NIPHM shall be subject to scrutiny/inspection by the authorized officer of the Institute.
- 7.23 The agency should provide only those personnel whose police verification for character and antecedents was done with satisfactory result. .
- 7.24 Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

8. JOB SPECIFICATIONS AND SCOPE OF THE WORK:

NIPHM is conducting training programmes at national and international levels throughout the year, in addition to other sponsored programmes. In order to cope-up with the work, it is intended to engage the manpower at required areas for smooth and efficient functioning.

The skilled manpower to be supplied should be graduate or equivalent preferably in commerce/account and should have computer skills including typing.

The persons should be able to handle the files, correspondence work and provide assistance to officers in the related office work. Should work on Saturdays and also on holidays if required. The Tenderer will provide the bio-data along with passport size photograph for records. The Tenderer should also provide Identity Card of the persons deployed with the seal of the Tenderer.

Requirement of Manpower is as follows:

| S.NO. | Category* | Job Requirements |
|--------------|------------------|--|
| 1 | Skilled | The personnel are required for computer data entry operations and English typing work. Must be fluent in English typing with working knowledge in computers and preferably graduates. The personnel having domain knowledge of work in the areas of HR, MM, Finance, and General Administration in |

| | | |
|---|--------------------------------------|---|
| | | the context of Govt of India/T.S will be preferred. |
| 2 | Semi-Skilled | The personnel will be attached to officers' chambers and they are expected to attend to telephone calls, upkeep of equipments in officers rooms , chambers, attend to works in the officers room, carrying of files and other papers, photocopying, spiral binding, sending of FAX and delivering of dak inside and outside of institute and attend to bank transactions. Driving of vehicle, if in possession of valid driving license for LMV and any other task that might be entrusted. |
| 3 | Semi Skilled (Agriculture labour) | The persons are required to attend following Agricultural field works at NIPHM i.e. Field operation for sowing, Thinning, Weeding, Fertilizer application, Spreading farm yard manure, Spraying, Harvesting, Threshing of grain, Irrigation, Removal of weeds, Transplanting Korean grass, Border hedges cutting, Grass cutting, Grafting, Pruning etc. and others if any. |

*The number of persons to be engaged may vary depending upon on the actual requirement.

9. **COMPLETION OF SERVICES:** The completion of services means handing over all the installations in good working condition after completion of the contract period.

10. **EMD Amount and Mode of Submission:**

The bidders should submit Rs. 80,000/- demand draft/Bankers Cheque drawn on any Nationalized bank/Scheduled Bank should be drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT", payable at Hyderabad-500 030 and should be submitted to the office on or before tender closing date & time. If EMD is not received by closing date & time, tender shall be rejected.

- a) "The EMD amount of the unsuccessful Tenderers will be returned after the acceptance of the successful Tenders within a reasonable time on or before 30th day after award of the contract.
- b) The EMD amount held by NIPHM till it is returned to the unsuccessful Tenderers will not earn any interest thereof.
- c) The EMD amount of Successful Tenderers will be adjusted as part of the Security Deposit (SD) due for successful execution of the contract.
- d) Tenders **without** EMD amount will be **rejected** by NIPHM as non-responsive. If the tenderer is exempted from submission of EMD, he should enclose the copy of the supporting document / certificate issued by Government along with the Tender.
- e) If a Tenderer withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Tenderers, if the Tenderer fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited by NIPHM.

11. PAYMENT OF SECURITY DEPOSIT (SD):

- a. The Successful firm(s) shall require to deposit **10%** of the order value as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any Nationalized/Scheduled banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier including warranty obligation.
- b. The security deposit shall be forfeited, if the successful bidder fails to supply the stores as per specifications mentioned in the tender/P.O or does not accept the assigned work for any reason, whatsoever.

12. **Signing of Bids**

Individual signing the tender or other documents connected with contract must specify whether he signs as:

i) A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;

ii) A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.

iii) Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.

- a) The bids shall be typed or written in indelible ink and shall be signed by the Bidders or a person or persons duly authorised to bind the Bidders to the Contract. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
- b) Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

13. FORCE MAJEURE CONDITIONS

If at times during the continuance of the Agreement/Contract, it becomes impossible by reason of war or war- like operations, epidemics, pestilence, earthquake, fire storm or floods, the firm shall during the continuance of such contingencies not be bound to execute the contract as per the agreement/contract.

The work shall be resumed immediately after the contingency/cies has/have ceased otherwise determined and the Successful Bidders obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The successful Bidders shall however inform the NIPHM by registered post/fax about such Act duly certified by the commissioner of Labour at the beginning and end of the above causes of delay within 10 (ten) days of occurrence and cessation of such Force Majeure conditions.

In the event of delay lasting over one month, if arising out of cause of Force Majeure, the NIPHM reserves the right to cancel the contract without any compensation. Only events of Force Majeure which affects the order progressing at the time of its occurrence shall be taken in to cognizance. The NIPHM shall not be liable to pay extra costs due to delayed supplies made under Force Majeure.

13.1 DISPUTES AND ARBITRATION

- a) All matters relation to any dispute which may arise during the execution of the contract shall be referred to Arbitration of an Arbitrator to be mutually agreed upon between the parties. On the whole, provisions of the Arbitration and Conciliation Act, 1996 shall prevail.
- b) The venue of such Arbitration shall be at Hyderabad only. Arbitration suits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

13.2 JURISDICTION:

Subject to the above Clause, it is hereby agreed that Hyderabad City shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Telangana in force.

13.3 Service of Notice:

Any notice hereunder may be served on the successful Bidders by Registered post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Bidders having been duly informed.

14. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by NIPHM, the Bidders shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.**
- c) The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- d) After acceptance of the Tender, NIPHM would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). The letter of acceptance will include the details of manpower along with terms and conditions of the tender.

15. TERMS OF PAYMENT:

- 1.1. For monthly payments, the Contractor shall submit his bills along with wage sheet, the proof of depositing the statutory payments such as challan/receipt for the payment made towards EPF, ESI etc. in favour of the workers employed by him on or after the last day of month. After verification of the claims in the bill, arrangements shall be made for payment within fifteen days from the date of presentation of the bills. In case of any default, NIPHM will deduct the dues and release the balance amount to the agency. No advance payment shall be made in any case.
- 1.2. The Contractor will ensure the payment of wages to the workers deployed by him on or before 7th of each month and will furnish a copy of the bank statement along with monthly bill. He will also be responsible to comply with all legal provisions of relevant Acts in respect of payment and service conditions etc.

16. EXECUTION OF AGREEMENT:

- a) The successful Bidder is required to execute enter into an Agreement on non-judicial stamp paper of Rs.100/- for fulfilment of the contract. Along with the Agreement the required Security Deposit should be remitted to NIPHM.
- b) The successful Bidders shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.

17. EXTENSION OF CONTRACT:

The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on the same terms and conditions on half year/yearly basis subject to a maximum period of another two years.

18. **TERMINATION OF CONTRACT:** The contract can be terminated by giving one month notice or on payment of one month charges in lieu thereof by either side. In case, the services of the contractor are not found satisfactory or contractor fails to comply any of the terms & conditions of this contract or commits any breach of the contract, the Institute may terminate the contract at any time. In such eventuality, the Security Deposit submitted by the contractor shall be forfeited.

19. DEDUCTIONS FOR EXCEPTIONS:

The deductions shall be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the contractor by NIPHM in writing.

- i) Not properly carrying out the jobs as defined for 'daily' – 2% (each exception).
- ii) Not properly carrying out the job as defined for 'weekly' – 3% (each exception) 'fortnightly' or 'monthly'.

However, if the exceptions become general practice, the contract will be cancelled immediately and Security Deposit will not be returned.

Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the insolvency Act made against them or in the case of a company, the passing of any resolutions or making of any order for winding up, whether voluntary or otherwise, or in the event of firm failing to comply with any of the conditions herein specified, the NIPHM shall have the power to terminate the contract without previous notice.

Breach of terms and conditions:

In case of breach of any of terms and conditions mentioned above, the competent Authority will have the right to cancel the tender without assigning any reason there for and nothing will be payable by NIPHM in that event and the security deposit shall stand forfeited.

Subletting of work:

The tenderer shall not assign or sublet the work or subcontract or any part of it to any other person or party.

Bidder or any of their servants or agents participants in the tender process shall represent, warrant and covenant that they have given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment or other things of value to any official in connection with this contract and shall acknowledge that the giving of an such payments, gifts, entertainment or other things of value is strictly in violation of accepted norms of ethics and may result in disqualification of their bids and / or cancellation of the contract.

Every bidder shall unconditionally accept the conditions contained herein this tender. Affixing the signature of the bidder on every page of the bid documents at the time of submission shall be the conclusive evidence of acceptance of the condition stipulated. The bid of any bidder who does not accept any of these conditions shall not be considered.

OTHER TERMS AND CONDITIONS:

1. The persons deployed by the service provider should not have been convicted by any court of law or any police or criminal case should not be pending against them. The service provider should make adequate enquiries about the character and antecedents of each personnel of the service provider which will be got verified by the service provider before their deployment after collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph. The service provider shall withdraw such persons who are found not suitable by the office for any reason immediately on receipt of such request.
2. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of NIPHM. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
3. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of NIPHM.
4. The NIPHM may require the service provider to remove from the site of work, any person or persons, deployed by the service provider, who may be incompetent or for his/her /their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to the NIPHM because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct. In this regard the decision of the NIPHM shall be final.

5. The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without work, chewing of tobacco or tobacco related products.
6. The transportation and other requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
7. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax special messenger from the NIPHM to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the NIPHM in fulfilment of the contract from time to time. The NIPHM shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
8. The service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the service undertaken by it and shall be responsible for acts of commission and omission on the part of this staff etc. If the NIPHM suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the service provider, then the service provider shall be liable to reimburse to the NIPHM for the same. The service provider shall keep the NIPHM fully indemnified against any such loss or damage.
9. However, the agreement can be terminated by either party by giving two months notice in advance. If the service provider fails to give two months notice in writing for termination of the agreement then any amount due to the service provider from the NIPHM shall be forfeited.
10. It is the responsibility of the contractor to provide uniform to the manpower deployed in semi-skilled category.
11. The salary to the manpower should be paid in first week of every month on a fixed date irrespective of payment date from NIPHM. The delay in payment from NIPHM/delay in bill submission by the agency cannot be shown as reason for non-payment of monthly salaries to the engaged manpower.

20. PROVIDING MANPOWER – TECHNICAL BID- PART A**Bidder's Profile****20. Bidders Profile: –**

| | |
|--|---|
| <p>1. The Firm</p> <p>a) Name</p> <p>b) Regd. Address</p> <p>c) Address for correspondence</p> <p>d) Contact Person's</p> <p> i) Name & Designation</p> <p> ii) Address</p> <p> iii) Tel. No. Landline , mobile, Fax</p> <p> iv) Email ID</p> | |
| <p>2. Type of Firm</p> | <p>Sole proprietor/Private Ltd/ Partnership/ co operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)</p> |
| <p>3. Please mention PAN/GIR NO. & date and year of Registration. (please enclose photocopy)</p> | |
| <p>4. Please mention the Sales Tax/VAT registration No. and details & year of Registration (please enclose photocopy)</p> | |
| <p>5. Please mention the Service Tax registration No. (Please enclose photocopy)</p> | |
| <p>6. The annual gross turnover of the firm should be mentioned clearly. (Pl. enclose copies of Audited balance sheet and P&L a/c certified by the chartered accountant.)</p> | |
| <p>7. The firm should be an income tax assessee at least for a period of three years. Enclose copies of ITR and copy of PAN</p> | |
| <p>8. EPF Registration No. (Please enclose photocopy)</p> | |
| <p>9. ESI Registration No. (Please enclose photocopy)</p> | |
| <p>10. If the Bidders provided services to Central Autonomous/PSU/GOVT. DEPT/ with work orders.(pl. submit the copies of documentary evidence e.g work order, corresponding satisfactory job completion certificates from clients specifying value and period of work order.</p> | |
| <p>11. Earnest Money Deposit details</p> | |

Signature of authorised signatory

Name : _____

Designation _____

Seal :

21. OTHER TERMS & CONDITIONS AND PRICE SCHEDULE-PART-B

OTHER IMPORTANT TERMS AND CONDITIONS

1. Manpower Services: (MINIMUM WAGES AS PER CENTRAL MINIMUM WAGES FOR MANPOWER REQUIREMENT – AS PER PRICE SCHEDULE ENCLOSED)

The total number of staff /manpower required at NIPHM-

| S. No. | Brief Description of Service | Manpower* | Category |
|--------------|---|-----------|----------------------------|
| 1. | The personnel are required for computer data entry operations and English typing work. Must be fluent in English typing with working knowledge in computers and preferably graduates. The personnel having domain knowledge of work in the areas of HR, MM, Finance, and General Administration in the context of Govt of India/T.S will be preferred. | 06 Nos. | Skilled |
| 2. | The personnel will be attached to officers' chambers and they are expected to attend to telephone calls, upkeep of equipments in officers rooms , chambers, attend to works in the officers room, carrying of files and other papers, photocopying, spiral binding, sending of FAX and delivering of dak inside and outside of institute and attend to bank transactions. Driving of vehicle, if in possession of valid driving license for LMV and any other task that might be entrusted. | 12 Nos. | Semi-Skilled |
| 3. | The persons are required to attend following Agricultural field work at NIPHM i.e. Field operation for sowing, Thinning, Weeding, Fertilizer application, Spreading farm yard manure, Spraying, Harvesting, Threshing of grain, Irrigation, Removal of weeds, Transplanting Korean grass, Border hedges cutting, Grass cutting, Grafting, Pruning etc. and others works if any. | 09 Nos. | Semi-Skilled (Agriculture) |
| Total | | | |

(* Requirement may vary as per actual need.)

2. **The agency should quote/offer service charges ONLY in component of percentage (%) in the Item No.1 of the price schedule.**
3. The Agency will be responsible for proper maintenance and safety of all furniture & fixtures, materials, goods, electronic items, stocks, books, periodicals, vehicles lying in NIPHM premises. The cost of missing items / shortages of stocks / materials etc. will be deducted from the monthly payments / any other sums / deposit due to the Agency.

4. The contractor/agency shall maintain attendance register for the workers provided by them, which will be checked/verified by the employer before releasing monthly payments.
5. The contractor/agency should produce the proof of remittance of ESI, EPF and other deposits as required for the workers engaged by him/agency along with monthly bill for considering the release of payments from NIPHM.
6. **Latest wages as per the Minimum Wages Act of the Central Government, including all statutory benefits, will prevail. (Given in the price schedule)**
7. Agencies offering rates (wages) for the specified category of workers below latest minimum wages applicable as per Central Government Rates are not considered. The tenders of such agencies will be rejected.
8. Any revision of wages by the Central Government during the period of contract will be considered by the Institute after submission of such documents by the agency and after due verification of the Circular / Office Memorandum issued by Central Government Labour Commissioner's office from time to time.
9. The contractor / agency should employ a Manager who is totally responsible and accessible to NIPHM officers all the six days of working and on any special occasions of the Institute. No extra payment will be entertained by the employer. This expenditure will have to be met by the agency from the service charges component only.
10. The contractor / agency should provide any additional manpower required by the Institute of specific category of workers / staff where minimum wages will be paid. In addition, the agency should arrange any other staff as specified by the employer (not on Minimum wages but with a consolidated pay for a fixed period of contract). The contractor / agency will be paid on both cases service charges quoted by him in the tender only as profit and overheads.
11. The contractors / agencies should offer their prices in the respective price schedule.
12. It shall be the Agency's responsibility to take protective measures to protect the property and persons, and prevent accidents during the contract period. He shall indemnify NIPHM against all claims of damage or injury to any person or persons or property resulting from and in the course of execution of this contract. The Agency shall keep NIPHM indemnified against all the claims and liabilities.
13. NIPHM reserves the right to reduce or increase the manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract considering the actual quantum of manpower and with prevailing service charges only.
14. In case, any personnel of the Agency are implicated in any law suit or injured by any person or group of persons, agitating mob etc. during the course of performing duties for NIPHM, it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to NIPHM.

15. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the NIPHM due to negligence of personnel in performing his/her duty and/or absence from the place of duty and / or not providing substitute by the Agency or any other reason, the cost of all such losses or damages, as assessed by NIPHM, shall be recovered from the Agency's monthly bill or from its Security Deposit. In such matters, where required, the agency will investigate and submit a report to NIPHM and maintain liaison with the police. FIR will be lodged by NIPHM, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.
16. In the event of any accident and / or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923, including all amendments there of, Authorized officer of NIPHM shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of NIPHM shall be final in regard to all matters arising under this clause.
17. In the event of any person deployed by the agency being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. If the performance of the Agency is found poor and despite instructions, they fail to improve the same, NIPHM shall recover any amount towards penalty or losses as decided by the authorized officer and to terminate the contract without any notice. The Agency shall not be entitled for compensation to any loss, which he may incur in this regard.

PRICE SCHEDULE

Name of Services: Providing Manpower Services at NIPHM Campus, Rajendranagar, Hyderabad – 500 030

(As per latest minimum wages applicable as per Central Government)
(Vide Order No. 1/43(6)/2016-LS-II, dated 30.09.2016 issued by office of CLC, New Delhi)

| S. No | Description of Item | Total Manpower * | Min. Wage including VDA per day | Amount in Rupees Per day | Remarks |
|-------|---|------------------|---------------------------------|--------------------------|----------------------------------|
| 1. | Providing manpower services as per standard practice. | | | | |
| | (A) Skilled | 06 | 456.00 | 2736.00 | [Notification No: S.O. 1285 (E)] |
| | (B) Semi-Skilled | 12 | 414.00 | 4968.00 | [Notification No: S.O. 1285 (E)] |
| | (C) Semi-Skilled (Agriculture) | 09 | 259 | 2331.00 | [Notification No: S.O. 1520 (E)] |
| | Sub Total – 1 | | | 10035.00 | |
| | Add ESI @ 4.75% | | | | |
| | Add EPF @ 13.61% | | | | |
| | Add Bonus @ 8.33% (or) Minimum Bonus prescribed whichever is higher | | | | |
| | Sub Total – 2 | | | | |
| | Service charges in percentage (%) on Sub Total – 2 | | | | |
| | Sub Total – 3 | | | | |
| | Add 15% Service Tax (Prevailing rate) | | | | |
| | TOTAL | | | | |

* Total manpower requirement may vary as per the actual need.

23. UNDERTAKING

1. I/We undertake that/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplied of the NIPHM and shall abide by them
2. I/We also undertake that I/We have understood “Parameters and Technical Specifications for making the Supplies” mentioned above in the Tender dated.....and shall make the supplies strictly as per these “Parameters and Technical specifications for the supplies”.
3. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.
4. All labour laws applicable to us like Minimum wages Act, Workmen compensation Act, etc, shall be scrupulously followed.

Signature of Authorised Official
With seal and stamp

Name: _____

Date: _____

Designation: _____

Seal:

Dated at

(Dated signature of the tenderer with stamp of the firm)

24.

FORMAT FOR AUTHORISATION LETTER

To

The Registrar,
National Institute of Plant Health Management,
Rajendranagar,
HYDERABAD – 500030.
Andhra Pradesh.

Sir,

We hereby authorise _____ to submit a Bid and subsequently participate and sign the contract submitted against the Ref.: _____. We hereby accept his decision taken, if any, in this regard.

Signature of Authorised Official
With seal and stamp

Name: _____

Date: _____

Designation: _____

Seal:

CHECK LIST

| | | |
|----|--|----------|
| 1. | Have you submitted scanned copy of the EMD? | YES / NO |
| 2. | Have you kept your offer valid for 90 days? (After opening of financial bid) | YES / NO |
| 3. | Have you enclosed the following documents? | |
| | (a) Documents defining constitution or Legal Status of the Company or Firm | YES / NO |
| | (b) Registration certificate of Firm | YES / NO |
| | (c) ESI, EPF, Service Tax and Labour License registration certificates | YES / NO |
| | (d) Profit and loss statement for last 3 years | YES / NO |
| | (e) Balance Sheet for last 3 years | YES / NO |
| | (f) Auditor's Report for last 3 years | YES / NO |
| 4. | Have you enclosed Income Tax Returns for the past three years? | YES / NO |
| 5. | Have you enclosed Power of Attorney in favour of person signing the bid? | YES / NO |
| 6. | Have you signed all the original bid documents and the pages of bid documents wherever corrections/additions are made? | YES / NO |
| 7. | Have you enclosed the original bid documents? | YES / NO |
| 8. | Have you enclosed the documents in support of required experience | YES / NO |

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 :

- 1) 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 "Click **here to Enroll**" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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. Sift' / TCS / nCode / eMudhraetc.), with their profile.
- 5) 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.
- 6) 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:

- 1) 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.
- 2) 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.
- 3) 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 :

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

- 2) 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.
- 3) 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" 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 :

- 1) Bidder should log into the e-procure website well in advance for bid submission so that he/she 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable **and** enter details of the instrument.
- 4) 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 Tender Processing Section, latest by the last date of bid submission. 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.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while 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.
- 6) The serve 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.
- 7) 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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, 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.

10) 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.

2) 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 233 7315.

Tender Opening Process:

- a) Tenders will be opened through online (www.eprocure.gov.in) at the prescribed date and time. The interested Bidders or their representatives attend the online tender opening process at NIPHM at the prescribed date and time. The representatives of Bidders must bring the authorisation letter from the bidding companies for attending the online Tender opening. Not more than one representatives for each Bidders would be allowed to take part during the bid opening process.
- b) The Technical Bid would be opened first. Eligibility Criteria such as payment of EMD and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Tenders non-compliance with any of the tender terms will **not** be considered for the next stage i.e. for opening of the Financial Bid.
- d) The date, time and venue of opening the Financial Bid will be intimated separately through online (www.eprocure.gov.in) to successful bidders in technical bid and the Financial bids will be opened through online at the prescribed date and time.