



**National Institute of Plant Health Management**  
Department of Agriculture & Cooperation  
Ministry of Agriculture  
Government of India

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

F. No. NIPHM/Stores/4(2)/Manpower Services/2014-15/06

Date:10.07.2015

### NOTICE INVITING TENDER FOR PROVIDING MANPOWER

*Sealed tenders are invited from qualified agencies for providing manpower. The method of submission of tender, amount of Earnest money / Security Deposit and General Terms and Conditions applicable to tender, the technical specifications have been given in the Tender document. The proforma for submission of tender has been given in Technical Bid Part-A (Annexure –I) and Financial Bid Part-B of this Notice Inviting Tender. The schedule of tender is given as under:*

***Schedule of Tender:***

<b><i>Tender No.</i></b>	<b><i>F.No. NIPHM/Stores/4(2)/Manpower Services/2014-15/06</i></b>
<b><i>Last date and time of receipt of Tender</i></b>	<b><i>Up to 3:00 PM on 05.08.2015.</i></b>
<b><i>Amount of Earnest Money Deposit as per clause 8.2 of N.I.T.</i></b>	<b><i>Rs. 10,000/- (Rupees Ten Thousand only). The demand draft from a Nationalised bank/Scheduled Bank should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad-500 030.</i></b>
<b><i>Date and time of opening of tender</i></b>	<b><i>On 05.08.2015 at 4.00 PM</i></b>
<b><i>Venue</i></b>	<b><i>National Institute of Plant Health Management, Rajendranagar, HYDERABAD – 500 030. T.S.</i></b>

*The tender document along with terms and conditions can be downloaded from website <http://niphm.gov.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in)*

*The tender, complete in all respects must in all cases be received in this office before the date and time indicated in the Schedule of tender as above. The tenders received after the scheduled date and time will be rejected outright. All outstation tenders should be sent by Registered/Speed Post. The NIPHM will not be responsible for any delay in receipt of tender for any reason, whatsoever.*

***Registrar I/c***

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#### 1) **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 the qualified manpower service providers registered under T.S/AP Shops and Establishment Act, 1988 (copy should be invariably enclosed).

## 2. CHECK LIST

### BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW:

(State YES/NO for each item)

Sl. No.	Details	YES/NO
1.	Whether the Technical Bid (envelope A) and Financial Bid (envelope B) are submitted in separate covers and whether both covers are enclosed in a common envelope.	
2.	<b>Whether Technical Bid (Envelope A) contains:</b>	
	a) Earnest Money Deposit (EMD) amount,	
	b) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	c) Technical Bid in the original Tender document and other supportive documents including leaflets/pamphlets.	
	d) Filled up and signed Bidder's Profile statement viz., Annexure II	
	e) Letter of Undertaking & Authorisation for signing the Tender document viz., Annexure – IV & V	
	f) Audited Annual reports	
3	<b>Whether Envelope-B contains:</b> Filled up and signed Financial Bid Part B documents, viz., Annexure III	

**NOTE:** Please ensure all the relevant boxes are marked **YES/NO** against each column.

**IMPORTANT NOTE:** Bidders must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected in the initial stage itself.

### **3) SALIENT FEATURES OF THE TENDER**

<b>Tender For Providing MANPOWER SERVICES</b>		
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 : <a href="mailto:niphm@gov.in">niphm@gov.in</a> ; registrarniphm@nic.in Website : <a href="http://niphm.gov.in">http://niphm.gov.in</a> & <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
2	a)Name of the Work & Quantity	PROVIDING MANPOWER FOR NIPHM (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/2014-15/06
	c)Place of contract	NIPHM, Rajendranagar, Hyderabad – 500 030. T.S.
	d) 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 <a href="http://niphm.gov.in">http://niphm.gov.in</a> & <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> Website free of cost.
4	Earnest Money Deposit(EMD)	<i>The Earnest Money shall be <b>Rs. 10,000/-</b>(Ten Thousand Rupees Only) payable by demand draft from a Nationalised bank/Scheduled Bank or Irrevocable Bank guarantee should be drawn in favour of 'NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT' payable at Hyderabad. Tenders not accompanied by EMD shall be rejected summarily.</i>
6	Due Date, Time and Place of Submission of Tender	<b>Up to 03:00 PM on 05.08.2015</b> at the address mentioned in (1)
7	Date, Time and Place of Opening of Bidder's Profile-A	<b>On 05.08.2015 at 04.00 PM</b> at the address mentioned in (1)

8	<p><b>Other important criteria specified by the Tender Inviting Authority:</b></p> <p><b>1. Eligibility Criteria:</b></p> <p>a) <b>The firm should have been registered under AP Shops &amp; Establishment Act, 1988.</b></p> <p>b) The firm should have at least 3 years experience in providing Man power Services as on 31.05.2015.</p> <p>c) <b>The annual gross turnover of the firm should not be less than Rs. 15, 00,000/-at least for 2 years during the last three years.</b></p> <p>d) <b>The firm should be registered under the Service Tax Rules, 1994.</b></p> <p>e) <b>The firm should be income tax assessee.</b></p> <p>f) <b>The firm should be registered under EPF Act.</b></p> <p>g) <b>The firm should be registered under ESI Act.</b></p> <p><b>2. Two cover System</b> will be followed and the Tenderers are required to submit Technical bid and Price bid in separate sealed covers and both of these covers should be enclosed in a common envelop and submitted to the Tender Inviting Authority.</p>
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#### **4 GENERAL INSTRUCTIONS:**

**4.1** The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid. **Tenders received after due date and time shall be rejected.**

#### **4.2 Clarifications in the Tender**

- a) A prospective Bidders requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax. 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>.

#### **4.3 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.
- 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.
- d) All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> 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.

#### **4.4 The tenders should be addressed to**

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](mailto:niphm@gov.in) ; [registrarniphm@nic.in](mailto:registrarniphm@nic.in) ;  
Website : <http://niphm.gov.in>

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

**4.6** 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.

#### **4.7 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.

#### **4.7 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.

**4.8** 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.

**4.8** 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.

**4.9** 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.**

**4.10** **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.

**4.11** 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.

**4.12** 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

**4.13** 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.

**4.14** 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.**

**4.15** 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.

**4.16** 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

- 4.17** 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.
- 4.18** 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
- 4.19** 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.
- 4.20** 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.
- 4.21** 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.
- 4.22** 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.
- 4.23** 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.
- 4.24** 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.
- 4.25** 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.
- 4.26** 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.
- 4.27** The contract may be terminated even before the stipulated period of the contract by the Institute by giving seven days notice in writing
- 4.28** 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.
- 4.29** The agency should provide only those personnel whose police verification for character and antecedents was done with satisfactory result. .
- 4.30** Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.

**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 31.05.2015.	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 or 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	The Bidders should enclose demand draft drawn on any scheduled bank for an amount of Rs. 10,000/- or Irrevocable Bank guarantee drawn in favour of “National Institute of Plant Health Management” irrespective of the number of services rendered.	

## 6. 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 & Unskilled	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)	To work in Agricultural field at NIPHM.

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

## 7. TENDER COST AND EMD:

### 7.1. Cost of Tender Document:

a) The Tender document can be downloaded from NIPHM website free of cost.

**7.2. EMD amount and Mode of Submission:** *A demand draft or irrevocable Bank guarantee for Rs. 10,000/- drawn in favour of "NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT" payable at Hyderabad should be submitted along with technical bid.*

- "The EMD amount of the unsuccessful Bidders will be returned after the acceptance of the successful Tenders within a reasonable time.
- The EMD amount held by NIPHM till it is returned to the unsuccessful Bidders will not earn any interest thereof.
- The EMD amount of Successful Bidders 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 Bidders 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 Bidders withdraws the tender during the period of tender validity specified in the tender (or) in the case of the Successful Bidders, if the Bidders fails to sign the contract or to remit Security Deposit, the EMD amount shall be forfeited to the NIPHM.

### **7.3. Cost of Bidding**

The Bidders shall bear all costs associated with the preparation and submission of tender and the buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **7.4 RATES AND PRICES**

Bidders should quote the rates in the format given in the Price bid- Annexure-III. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over writings are permissible. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall result in forfeiture of EMD.

## **8.SUBMISSION OF TENDER**

**Submission of Tender: Two-cover system will be followed:**

### **8.1 General Instructions:**

- a) The Tender proposes two stage tender system viz., **(1) Technical Bid** and **(2) Financial Bid**. The first stage enables the buyer to know whether the Bidders is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Financial Bid. The Financial Bids of Bidders who fail in the first stage will not be opened.
- b) The bids should be submitted in two envelopes viz.
  - Envelope-A:** Technical Bid / PART – A (Annexure I)
  - Envelope-B:** Financial Bid/Financial Bids / PART – B (Annexure II)
- c) Both the covers must be sealed separately and super scribed with Tender number, due date and Name of the Envelope on the respective covers. These two covers should be enclosed in a separate cover and addressed to the Tender Inviting Authority i.e., Registrar, NIPHM, Rajendranagar, Hyderabad – 500 030.

### **8.2 Details to be furnished in the Envelope-A Technical Bid:**

- a) Crossed Demand Draft or Irrevocable Bank guarantee towards EMD.
- b) Profile of the Company – stating whether the firm is partnership/registered under the Companies Act along with its necessary enclosures
- c) Undertaking & Authorisation letter (as per Annexure IV & V) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorisation will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.

- d) The Bidders should furnish the location with addresses and license details of the firm.
- e) 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.
- f) The Bidders should have the technical and financial capability necessary to execute the contract.

The documentary evidence of the Bidder's qualifications/ eligibility shall be established to the satisfaction of NIPHM.

### 8.3 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 Bidder 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.

### 8.4 Details to be furnished in the Envelope-B i.e., Financial Bid

Firm Prices must be quoted only in the Financial Bid Form (Please see the "**PART-B-FINANCIAL BID**").

The prices quoted should be both in figures and words. If there are any variations between the figures and words, price quoted in words only will be considered.

### 8.5 Mode of Submission:

- a) Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover sealed and must be superscribed "**Tender for Providing Manpower Services for NIPHM**". It shall be addressed to The Registrar, National Institute of Plant Health Management, Rajendranagar, Hyderabad – 500 030. T.S.
- b) The Tender may be dropped in the Tender box kept at NIPHM office.

- c) Alternatively, the Tenders must reach NIPHM on or before the due date and time by registered post/courier. NIPHM will not be liable or responsible for Postal/Courier delay, if any.
- d) The Tenders received after Due Date and Time or Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily **rejected**.
- e) A Tender once submitted shall not be permitted to be altered or amended.

## **8.6 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.

## **8.7 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. Arbitrationsuits or any other claims filed in any Court of Law outside Hyderabad City will not be binding on NIPHM.

## **8.8 JURISDICTION:**

Subject to the above Clause, it is hereby agreed that Hyderabad City 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 Andhra Pradesh in force.

## **8.9 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.

## **9. OPENING OF TENDERS:**

### **9.1 Tender Opening:**

- a) Tenders will be opened at the prescribed date and time in the presence of Bidders or their representatives who choose to be present. The representatives of Bidders must bring the authorisation letter from the bidding companies for attending the Tender opening. Not more than two representatives for each bidders would be allowed to take part during the bid opening process.
- b) **Envelope-A** containing 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) Only the Technical Bid will be opened on the due date.
- d) The date, time and venue of opening the Financial Bid will be intimated separately. The Financial bids will be opened at the appointed time in the presence of bidders who choose to be present.
- e) 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.

## **10. TENDER EVALUATION CRITERIA:**

The evaluation of Tenders will be done by NIPHM as detailed below:

### **10.1. Technical Bid evaluation:**

Bidders will be eligible for further processing only if they fulfil the following criteria

- a) Payment of EMD.
- b) Compliance with the eligibility Criteria.
- c) Compliance with Technical and capacity requirements.

NIPHM will prepare a list of Bidders whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Bidders who do not match eligibility criteria or which do not conform to the Technical Specifications / Tender Conditions shall be rejected. The Eligible Bidders alone will be considered for further evaluation.

## 10.2 FINANCIAL BID EVALUATION:

### Opening of Envelope-B FINANCIAL Bid:

Tenderer who are qualified in Technical Bid (Envelope-A) only will be called for Price Bid opening. The technically qualified Tenderer alone will be informed of the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Tenderer or their authorised representatives who choose to be present. The contract will be entrusted to the Tenderer whose bid has been determined as L1. The L1 will be arrived for each category separately. If the lowest tender, in case, fails to execute the contract, NIPHM will have right to consider 2<sup>nd</sup> lowest or subsequent quotation or reject/cancel all the tender without assigning any reason thereof. However, the decision of NIPHM will be final in this regard.

## 11. 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 along with terms and conditions of the tender.

## 12. PAYMENT OF SECURITY DEPOSIT (SD)

- a) The Successful Bidders will be required to remit the Security Deposit of 5% of the total annual value of the contract by Demand Draft or Bank Guarantee. The successful bidders shall remit the balance security deposit amount due. The security deposit should be paid by way of Demand Draft in favour of NATIONAL INSTITUTE OF PLANT HEALTH MANAGEMENT payable at Hyderabad or in the form of unconditional and irrevocable Bank Guarantee, which will be valid up to contractual period from the date of agreement.
- b) In case, the successful Bidders pays the Security Deposit by way of Demand Draft, the security deposit / performance guarantee will be released to the Successful Bidders only after 90 days of Successful Execution of the work order. The Security Deposit held by NIPHM till it is released to the Successful Bidders will not earn any interest thereof.

## 13. TERMS OF PAYMENT:

Payment will be released on monthly basis within a fortnight after receipt of bill, along with the proof of remittance of EPF/ESI contributions and certification by the officers concerned

nominated for this purpose stating that the services provided during the month are satisfactory. The payment will be after deducting the appropriate income tax.

#### **14. 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 shall be remitted.
- 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.

#### **15. 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.

#### **16. 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 EMD/SD 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 also 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 any 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. That 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 equipment 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.

**17. PROVIDING MANPOWER – TECHNICAL BID- PART A****Bidder's Profile****17. Bidders Profile: –**

1. The Firm a) Name b) Regd. Address c) Address for correspondence d) Contact Person's i) Name & Designation ii) Address iii) Tel. No. Landline , mobile, Fax iv) Email ID	
2. Type of Firm	Sole proprietor/Private Ltd/ Partnership/ co operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
3. Please mention PAN/GIR NO. & date and year of Registration. (please enclose photocopy)	
4. Please mention the Sales Tax/VAT registration No. and details & year of Registration (please enclose photocopy)	
5. Please mention the Service Tax registration No. (Please enclose photocopy)	
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.)	
7. The firm should be an income tax assessee at least for a period of three years. Enclose copies of ITR.	
8. EPF Registration No. (Please enclose photocopy)	
9.ESI Registration No. (Please enclose photocopy)	
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.	
11. Earnest Money Deposit details	DD NO. .... Dt..... Amount Rs.10,000/-drawn on NIPHM, HYDERABAD.

Signature of authorised signatory

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Seal :

## 18. PROVIDING MANPOWER-PRICE BID-PART-B

### 18 A. FINANCIAL BID ANNEXURE – I

Sl. No.	Category of Manpower	Number	Monthly rate	EPF rate	ESI rate	Bonus	Total Cost per person (col.4+5+6+7)	Agency's Service charges	Service tax at applicable rates	Total monthly cost (col. 8+9)
1	2	3	4	5	6	7	8	9	10	11
1.	Skilled	09								
2.	Semi-skilled	14								
3.	Unskilled	13								
	<b>TOTAL</b>									

\* The number of persons engaged may vary upward or downward based on the requirements.

For above **skilled, semi skilled&Unskilled** manpower, kindly quote as per notification no: S.O. 1285(E) dated 20.05.2009 read with **order No.1/3(3)2015-LS-II dated 30.03.2015** (i.e wages for workers engaged in CONSTRUCTIONS OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS,RADIO TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES,WATER SUPPLY LINES AND SEWERAGE PIPE LINES with effect from 01.04.2014.

### 18 B. FINANCIAL BID ANNEXURE – II

Sl. No.	Category of Manpower	Number	Monthly rate	EPF rate	ESI rate	Bonus	Total Cost per person (col.4+5+6+7)	Agency's Service charges	Service tax at applicable rates	Total monthly cost (col. 8+9)
1	2	3	4	5	6	7	8	9	10	11
1.	Semi-skilled	08								
	<b>TOTAL</b>									

\* The number of persons engaged may vary upward or downward based on the requirements.

For above **Semi-skilled**manpower, kindly quote as per notification no: 1520 (E) dated 20.10.2005 read with **order No. 1/3(1)/2015-LS-II dated 30.03.2015** (i.e. wages for workers engaged in **Agriculture**)

#### Note :

1. Service Tax should be quoted separately.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
- 3.The wages quoted should not be less than the wages approved under “Minimum Wages Act” prescribed by Assistant Labour Commissioner (Central) Hyderabad, AP. Vide Memorandum No 47(1)/2014-C2 dated: 13.10.2014 or whichever is in force.

We are herewith undertaking to provide the above service of manpower for NIPHM and to abide by the terms and conditions contained in the bid document and also agree to enter into the agreement in the format, as specified by NIPHM.

Signature of authorised signatory

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Seal :

**19.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 in Annexure A to F of 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)**

20.

**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: