



भाकृअनुप-राष्ट्रीय कृषि आर्थिकी एवम् नीति अनुसंधान संस्थान
ICAR-NATIONAL INSTITUTE OF AGRICULTURAL ECONOMICS AND POLICY
RESEARCH (NIAP)
D.P.S. Marg, Pusa, New Delhi-110 012

F.No. 12(2)/10-11/NIAP

Dated: 16-3-2019

NOTICE INVITING TENDER THROUGH E-PROCUREMENT
(For outsourcing of Manpower Services at ICAR-NIAP)

Online Bids, under two bid systems, on behalf of the Director ICAR-National Institute of Agricultural Economics and Policy Research, DPS Marg, Pusa, New Delhi (ICAR-NIAP) are invited from interested registered/well-established/reputed manpower service providers through e-Tender enquiry for awarding of contract for outsourcing of following manpower services for a period of one year at ICAR-NIAP New Delhi.

- (i) Office Assistant services (05 points), (ii) Data Entry Operator/Jr. Assistant (03 point)
(iii) Multi-Tasking Staff Services (3 points) (iv) Driving Services (02 point)

This contract may be extendable by one more year subject to satisfactory performance of the firm and decision of the Competent Authority. Tender Documents along with a Demand Draft of Rs.75000/- (Rupees seventy five thousand only) payable at New Delhi as earnest money (EMD) in favour of Director, ICAR-NIAP may be deposited to Administrative Officer, ICAR-National Institute of Agricultural Economics and Policy Research, D.P.S. Marg, New Delhi on or before the last date/time of submission of bid.

CRITICAL DATE SHEET (SECTION)

Tender No.	12(2)/10-11/NIAP
Procedure and requirements for submission online tender.	Please refer https://eprocure.gov.in/eprocure/app
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://eprocure.gov.in/eprocure/app
Name of Organization	ICAR-National Institute of Agricultural Economics and Policy Research, D.P.S. Marg, New Delhi
Date and time for Issue/Publishing	16-3-2019 at 13.00 hrs
Document Download/ Start Date and Time	16-3-2019 at 14.30 hrs
Pre Bid Meeting	19-3-2019 at 15.00 hrs
Bid Submission Start Date and Time	22-3-2019 at 14.00 hrs.
Bid Submission End Date and Time	12-4-2019 at 11.00 hrs
Submission of Demand Draft of Tender processing & document fee and EMD	12-4-2019 at 11.00 hrs
Date and Time for Opening of Technical Bids	15-4-2019 at 11.00 hrs.

Bidding Procedure	Two bid systems
Bid Validity	90 days from the bid submission date
Period of Contract	Initially for one year (may be extended for another one year subject to satisfactory performance of the firm and decision of the Competent Authority.
Submission of Physical Demand Draft	Administrative Officer, ICAR-NIAP New Delhi-110 012
In case any bidder fails to submit the original Demand Draft and EMD up to 11.00 Hours on 12-4-2019 , the Bid of the bidder shall not be opened. The Demand Draft should be of Nationalized drawn in favour of "Director, NIAP" and payable at New Delhi.	

1. The tender form/bidder document may be downloaded from the Website: www.ncap.res.in and <https://eprocure.gov.in/eprocure/app>. Only mode of Submission of Bids is through Central public procurement portal (<https://eprocure.gov.in/eprocure/app>). Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) & www.ncap.res.in regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through these website only.
2. In case, a holiday is declared by the Government on the day of opening on tender, it will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.
3. **Earnest Money Deposit:** The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD) of Rs.75000/- (Rupees seventy five thousand only) in the form of Demand Draft/Pay Order from any of the Nationalized Bank in favour of Director, ICAR-NIAP payable at New Delhi and addressed to Administrative Officer, ICAR-National Institute of Agricultural Economics and Policy Research, D.P.S. Marg, New Delhi on or before the last date and time of submission of bids. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Bids received without EMD will not be considered.

(S.K. Yadav)
Assistant Administrative Officer

ICAR-NATIONAL INSTITUTE OF AGRICULTURAL ECONOMICS AND POLICY RESEARCH (NIAP)

D.P.S. Marg, Pusa, New Delhi-110 012

INVITATION TO E-TENDER NOTICE AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING OF MANPOWER SERVICES FOR PROVIDING JOB/WORK CONTRACT FOR OFFICE ASSISTANT SERVICES (05 POINTS), DATA ENTRY OPERATOR/JR. ASSISTANT SERVICES(03 POINTS)/MULT- TASKING STAFF SERVICES (03 POINTS) AND DRIVING SERVICES (02 POINTS) FOR A PERIOD OF ONE YEAR AND MAY BE EXTENDED FOR ANOTHER ONE YEAR SUBJECT TO SATISFACTORILY PERFORMANCE AND DECISION OF THE COMPETENT AUTHORITY.

From:

Assistant Administrative Officer,
ICAR-National Institute of Agricultural Economics and Policy Research
D.P.S. Marg, New Delhi.

To

Dear Sir(s),

Online Tender bids are hereby invited on behalf of the Director, ICAR-NIAP, New Delhi for contract of OUTSOURCING OF MANPOWER SERVICES FOR PROVIDING JOB/WORK CONTRACT FOR OFFICE ASSISTANT SERVICES (05 POINTS), DATA ENTRY OPERATOR/JR. ASSISTANT SERVICES (03 POINTS)) MULTI-TASKING STAFF SERVICES(03 POINTS) AND DRIVING SERVICES(02 POINT) AT ICAR-NIAP PUSA, NEW DELHI-110012.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-NIAP (ICAR) as detailed in the tender forms and its schedules. Please submit your rates in the online tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. An earnest money of Rs.75000/- (Rupees seventy five thousand only) in the form of demand draft/pay order payable at New Delhi in favor of Director, ICAR-NIAP must be deposited in person/post to Administrative Officer, ICAR-NIAP, DPS Marg, Pusa, New Delhi-12 on or before the last date/time of submission of bids.. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outrightly.
3. The tenderer is being permitted to give tenders bid in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his/her offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations the aforesaid amount of EMD will be forfeited by the ICAR-NIAP. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. The duly filled schedules/annexures of the tender form should be uploaded with online bids. In the event of the space provided on the schedule/annexures form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to

the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules/annexure to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-NIAP shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. **Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.**
7. Online bids are invited under two-bid system (Technical bids and financial bids) through e-procurement system. Both technical and financial bids must be uploaded. After evaluation of technical bid, the financial bid will be opened. Financial bid of only those tenderers will be opened who qualify in the technical bid.
8. The rates quoted by each firm in tenders be given both in words and figure failing which the same is liable to be rejected.
9. Tenderers are required to quote for all categories mentioned in the BOQ otherwise bids will be rejected.
10. An amount equivalent to 10% of the annual estimated value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the ICAR-NIAP. In the event of non-deposition of the same, the earnest money will be forfeited & the award of job/work will be terminated/cancelled.
11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NIAP to the tenderer. The rate should be quoted in Indian Rupees only and it should be valid throughout the period of contract.
12. The contractor will be reimbursed for each manpower at the consolidated rates as detailed in Annexure-A. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages viz, EPF, ESIC etc. in respect of personnel deployed by it to this office. The agency shall certify that they have complied with all the statutory allegation in each bill submitted.
13. If a tenderer does not accept the offer, after issue of letter of award by ICAR-NIAP within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
14. The GST or any other tax which is as per the rules of the Govt. of NCT of Delhi or Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
15. The firm will not charge placement or any other charges from the manpower personnel deployed at this Institute. The contract is liable to be terminated, security deposit forfeited and the contractor/frim will be blacklisted if, at a later stage, reports are received that the contractor/contracting firm has charged placement or any other charges from the manpower or any account.

16. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Zero' consideration/service charges or its derivatives shall be treated as unresponsive bid and it will not be considered.
17. The Director, ICAR-NIAP reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NIAP, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
18. Decision of the Director, ICAR-NIAP shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Director ICAR-NIAP. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
19. Acceptance by the ICAR-NIAP will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
20. The ICAR-NIAP does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
21. The ICAR-NIAP reserves the right to modify any of the terms and conditions of the contract as mentioned in attached annexures/schedules of this document, at its discretion, in the interest of the job/work.
22. To fulfil the technical requirements of the tender, self-attested scanned copies of the documents should be submitted as per Schedule-I
23. The following document/vouchers are required to be uploaded with the technical bid:-
 - (a) Scanned copy of certificate of incorporation of firm/company/partnership etc.
 - (b) Scanned copy of Earnest Money Deposit
 - (c) Exemption of EMD if any, Scanned copy of certificate for exemption of EMD
 - (d) Minimum turnover of the firm not less than Rs.1,50,00,000/- (Rupees one crore fifty lakh only) during each of the last three financial years. Certified scanned copies of balance sheet of the firm for last three financial years certified by chartered accountant may be provided in support.
 - (e) Scanned copy certificates/work orders showing Last five year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form (Annexure-II).
 - (f) Duly certified copies of the certificates/letters showing that the services offered by the firm were satisfactory for the last five years.
 - (g) Scanned copy of certificates/work order showing that service provider should have undertaken at least four outsourcing manpower/similar projects having a minimum work order of Rs.50.00 lakhs annual value each during the last three financial years in Central Govt./State Govt./Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed organizations
 - (h) Scanned copies of EPF/ESI Certificates issued by the local Govt.
 - (i) Scanned copies of number of staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.
 - (j) Scanned copies of Income Tax and GST Registration Certificates
 - (k) Scanned copies of PAN Number/TIN Number
 - (l) Scanned copy of License under the Contract Labor (Registration & Abolition Act, 1970)
 - (m) Scanned copy of ISO Certificate

- (n) Tender Acceptance letter (Annexure-I)
- (o) Scanned copy of Bank details (Annexure-III)
- (p) Scanned copy of undertaking that the firm will not charge any placement charges on any other account firm the manpower deployed in the Institute.

24. Successful tenderer will have to enter into a contract agreement with ICAR-NIAP on non-judicial stamp paper of Rs. 100/- (One hundred only) for work.

Yours faithfully,

S.K. Yadav
Assistant Administrative Officer

TECHNICAL BID
(Documents should be uploaded)

S.No.	Supporting Documents (scanned copies of the relevant documents should be uploaded)	Particular	Page No.	Enclosed Yes/No.
1.	<p>a). Name of the Firm/Agency Full address with Post Box No. and telephone no. if any.</p>			
2.	<p>Constitution of the firm/ agency (Attached copy) Indian Companies Act, 1956</p> <p>Indian Partnership Act, 1932 (please give names of partners)</p> <p>Any other Act ,</p> <p>i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender.</p> <p>If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration</p> <p>If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.</p> <p>The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper (Rs. 100/-). by all partner(s)</p> <p>Name, address, tel. no. of the proprietor/partner of the agency/firm or if it is a company, the same details of the Director(s) of the company</p>			

3.	Scanned copy of Earnest Money Deposit			
4.	Exemption of EMD if any, Scanned copy of certificate for exemption of EMD			
5.	Minimum turnover of the firm not less than Rs.1,50,00,000/- (Rupees one crore fifty lakh only) during each of the last three financial years. Certified scanned copies of balance sheet of the firm for last three years certified by chartered accountant may be provided in support.			
6.	Scanned copy of certificates/work orders showing Last five year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations, with details in enclosed tabular form (Annexure-II).			
7.	Duly certified copies of the certificates/letters showing that the services offered by the firm were satisfactory for the last five years.			
8.	Scanned copy of certificates/work order showing that service provider should have undertaken at least four outsourcing manpower work orders/similar projects having a minimum work order of Rs.50.00 lakhs annual value each during the last three financial years in Central Govt./State Govt./Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed organizations			
9.	Scanned copies of EPF/ESI Certificates issued by the local Govt.			
10.	Scanned copies of number of staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.			
11.	Scanned copies of Income Tax and GST Registration Certificates			
12.	Scanned copies of PAN Number/TIN Number			
13.	Scanned copy of License under the Contract Labor (Registration & Abolition Act, 1970)			
14.	Scanned copy of ISO Certificate			
15.	Scanned copy of Bank details (Annexure-III)			
16.	Tender Acceptance letter (Annexure-I)			
17.	Scanned copy of undertaking that the firm will not charge any placement charges on any other account firm the manpower deployed in the Institute.			

(Name and Designation of the Authorized Person with seal)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

The Director
ICAR-NIAP
Pusa, New Delhi-110 012

Sir,

I/we have read all the particulars regarding the general information and other terms and conditions mentioned in the Tender document No. 12(2)/10-11/NIAP and agree to provide the services as detailed in the schedule/annexures herein and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

I/we have understood & unconditionally accept the terms and conditions for the contract/tender/ corrigendum and shall provide the best services strictly in accordance with these requirements.

The corrigendum(s) issued from time to time by your department/organization too has(have) also been taken into consideration, while submitting this acceptance letter.

I/We do hereby declare that all the details provided by the firm are true to the best of my/our knowledge and belief and any mis-representation of facts will render me/us liable to any action as may be deemed fit by ICAR-NIAP.

I/We do hereby accept that ICAR-NIAP has the right to accept or reject this tender bid.

I/We undertake to communicate promptly to ICAR-NIAP and changes in the conditions or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC). The undersigned is fully authorized to sign and submit this tender on behalf of the organization, he/she represent. We authorize ICAR-NIAP to approach individuals, employees, firms and corporations to verify our competence and general reputation.

a. The following pages have been added & uploaded to and form a part of this tender _____ .The annexures to accompany this tender are at pages _____.

b. Every page so attached with this tender bears my/our signature(s) and the office seal.

c. Pay order/ DD No. _____ of Rs. _____ drawn in favour of Director, ICAR-NIAP and payable at New Delhi has been deposited to ICAR-NIAP..

Yours faithfully,

Date:
Signature of witness:
Name & Designation of witness:
Address:

Signature & Seal of the Tenderer
TelephoneNo. Office :
Resi
Mobile

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF OUTSOURCING OF MANPOWER SERVICES FOR PROVIDING JOB/WORK CONTRACT FOR OFFICE ASSISTANT SERVICES (05 POINTS), DATA ENTRY OPERATOR/JR. ASSISTANT (03 POINTS) MULTI-TASKING STAFF SERVICES (03 POINTS) AND DRIVING SERVICES (02 POINTS) Scope of Work:

The NIAP requires different category of staff, Highly Skilled/Skilled/Semi-Skilled/Unskilled. An indicative list of no. of work points presently engaged through Outsourcing of manpower Services on date is given below:

S.No.	Indicative Description of Services required	Approximate No. of Work point	Qualification	Responsibility
1.	Office Assistant Services	5	Graduate and above	<ul style="list-style-type: none"> - Responsible for filing docketing of papers received, noting and drafting on files and sectarian processing of cases and other duties assigned by the office in charge - Responsible of typing (Hindi and English), data entry work and other duty assigned by the officer in charge - Diary and Dispatch work, maintenance of records, any other duty assigned by officers in charge. - Provide support service to different official of NIAP any other duty. Reception work -Assisted in arranging office records
2.	Data Entry/Jr. Assistant Services	2	Matriculate but not graduate	<ul style="list-style-type: none"> - Responsible of typing (Hindi and English), data entry work and other duty assigned by the officer in charge -Diary and Dispatch work, maintenance of records, any other duty assigned by officers in charge. -Provide support service to different official of NIAP any other duty. -Reception work - Photocopying, sending of

				Fax etc.
3.	Multi Tasking Staff	3	Non Matriculates	-General cleanliness & upkeep of the Section/Unit -Carrying of files & other papers within the buildings. -Photocopying, sending of Fax etc. -Other non clerical work in the sections Unit. -Assisting in routine office work like diary, dispatch etc. -Delivering of Dak (inside & Outside the building) -Opening & closing of rooms -Any other works assigned by superior authority.
4.	Driver Services	2	Non Matriculates	-Proficient in Driving with valid LMV driving license and at 5 years experience of driving a Car/Gypsy in any institute of repute.

- (i) The No. of service points required as mentioned above is not fixed. This can increase or decrease during the currency of the contract, depending upon the requirement of the Institute, availability of funds, policy of ICAR/GOI etc.
- (ii) There are many seasonal nature functions, there the Institute will not be bound to engage work points on calendar month basis only and the services can be asked on 'man-days' basis also.
- (iii) The services are to be provided at clerical services (05 points), Data Entry Operators/Jr. Assistant services (03 points) MULTI TASKING STAFF SERVICES (03 points) and driving services (02 point). Normal office is 6 days a week from 9.30A.M. to 4.30 P.M but sometimes, in emergency of work, services are to be rendered on Sunday and beyond office hours also including holidays. The above position is tentative and can be varied during the tender period.

II. Terms & Conditions:

1. The manpower shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of staff goes on leave under intimation to this office.
2. Changing of staff shall be with the approval of Administrative Officer/Director, ICAR-NIAP.
3. The Director, ICAR-NIAP reserves the right to reject any or all bids in whole or in part assigning reasons therefore. The decision of the Director, ICAR-NIAP shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
4. The manpower provided shall maintain strict discipline in the premises of ICAR-NIAP, Pusa, New Delhi.

5. The agreement can be terminable with one month notice on either side. In case of termination of contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have no claim for any absorption in the regular capacity in ICAR-NIAP/ICAR.
6. The contractor shall not sublet the work.
7. The contractor or his workers shall not use the premises allotted to them for any purpose other than for which the contract is awarded.
8. The selected agency shall provide the necessary personnel at ICAR-NIAP as per labour laws prevalent in NCT of Delhi. The agency shall employ adults only who are good and reliable persons with good health & should be in the age group of 21-45 years. In case any of the personnel so provided is not found suitable by the ICAR-NIAP, the ICAR-NIAP shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
9. The personnel so provided by the agency under this contract will not be the employees of the ICAR-NIAP and there will be no employer-employee relationship between the ICAR-NIAP and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
10. Payment for service contract will be made monthly upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF/ESIC challans for submission of EPF/ESIC contribution. The contractor shall submit a certificate along with bill that all the statutory allegations have been complied with by him.
11. The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR-NIAP from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-NIAP shall be final and binding on the contractor.
12. The Institute will reserve the right to deduct the proportionate amount if any of the personnel from the agency comes late or is absent without any prior intimation.
13. TDS and other statutory deductions as demanded by Govt. of India and as applicable from time to time will be deducted at source from monthly bill of the successful tenderer.
14. In case of tie in the lowest financial bids, the bidder having higher/highest turnover in the last three financial years will be preferred.
15. **Risk Clause: ICAR-NIAP** reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and

excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

16. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and ICAR-NIAP shall in no way be responsible for settlement of such issues whatsoever.
17. The contractor/agency will furnish to ICAR-NIAP the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. It will ensure the verification of the antecedents of such personnel from their ex-employer, police and that they possess the requisite academic/technical qualifications and experience for rendering the services to the ICAR-NIAP.
18. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Institute to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
19. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the ICAR-NIAP from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the ICAR-NIAP.
- 20. The contractor/agency shall make payment of remuneration/wages to the manpower deployed at ICAR-NIAP before 7th of every month through RTGS. In case the payment is made by cheque, it will be done in presence of an authorized representative of this Institute. After making these payments, the contractor shall raise the bill & submit the same to this office along with the following documents.**
 - (i) Copy of proof of payment of wages to manpower deployed at ICAR-NIAP**
 - (ii) ESIC/EPF etc. payment challan of manpower deployed at ICAR-NIAP**
 - (iii) A Certificate mentioning that all statutory requirements are completed for the period mentioned in this bill.**

Any deviation to the above will attract non payment of bill.
21. Any loss, theft or damage to the life and/or property of the employees of the ICAR-NIAP and/or property of the ICAR-NIAP shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
22. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be forfeited by the ICAR-NIAP besides annulment of the contract.
23. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
24. The competent authority of ICAR-NIAP may increase/decrease the points of Office Assistant /data entry operator/Jr. Assistant/Multi tasking staff/Driving services as and when required in the ICAR-NIAP and the firm will deploy the manpower accordingly.

25. The minimum wages fixed by the Govt. of NCT of Delhi should be paid to the manpower employed in the ICAR-NIAP. As and when the minimum wages are revised by the appropriate government (Govt. of NCT/Union Government, whichever is higher), the firm shall inform the Institute for corresponding revision in wages. However, such request will be admissible on production of revised wages details etc. No increase will be done in the service charge etc. component of the contractor. The calculation of wages (including employer's share, service tax/GST per point per month) for Clerical/Messenger/Driving services based on the present minimum wage rate of gov. of NCT of Delhi is mentioned in the Annexure A
26. If any staff left the office, this office should be informed well in advance and suitable replacement should be arranged. The staff should remit/deposit all the official documents/assets/consumables etc. before leaving the office failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor.
27. The staff so deployed in the office, will not damage/manipulate any of the official property otherwise which appropriate penalty/action as decided by the competent authority will be imposed upon contractor.
28. EPF/ESIC and other statutory requirements will be applicable as per the regulation of concerned departments from to time.

Contract period:

29. The contract will be initially valid for one year from the date of agreement. The contract may be further extended on the same terms and conditions for further one year as decided by the ICAR-NIAP based on the mutual consent and satisfactory performance of the contractor.
30. The agreement (annexure-IV) is the part of the tender and its terms and conditions is also part of the tender.

LIQUIDATED DAMAGES CLAUSES:

- (i) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
- (ii) If the required number of workers/supervisor are less than the minimum required, a penalty of Rs. 500/- per worker per day will be deducted from the bill.
31. The firm will not charge placement charges, commission or any other charges from the manpower deployed with the Institute. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage such events reported to this office.

The Director, ICAR-NIAP reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of Director, ICAR-NIAP shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

(On the letter head of the Firm)
(MANDATE FORM FOR BANKING DETAILS)

Name of the firm :-----

Registered/Postal Address :-----

1.	Name of the Account Holder	
2.	Complete Contact Address	
3.	Mobile No.	
4.	E-mail address	
5.	PAN No.	
6.	GST No.	
7.	Aadhar Number	
8.	Bank Details; 1. Bank Name 2. Branch Address 3. Account No. 1. Type of Account (Current/Saving) 2. IFSC Code	

Date

Name of the Authorized Signatory

(Stamp & Signature)

The vendor should submit copy of all the relevant documents.

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place)on (month/year)..... day of between ICAR-NIAP through..... (designation of the competent authority in ICAR-NIAP)which term shall include its successors, assignees etc. on the first part and(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the ICAR-NIAP has decided to assign the annual job work contract for providing..... (nature of job) :.....at ICAR-NIAP, DPS Marg, Pusa, New Delhi to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for one year but can be terminated by ICAR-NIAP by giving one calendar month's notice in writing of its intentions to terminate the agreement. The agreement can be renewed/extendable on same terms, if mutually agreed, for further period as decided by the ICAR-NIAP subject to satisfactory performance of the contractor.
2. The firm shall be responsible for annual job work contract for providing (nature of job)..... at (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and gate security purposes and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm and the ICAR-NIAP/ICAR shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at ICAR-NIAP premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The ICAR-NIAP shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the ICAR-NIAP.
7. The manpower deployed by the agency should work as per the working days, timings and requirement of the ICAR-NIAP.
8. Wages to be paid to the contractual manpower as per Annexure 'A'.
9. Monthly consolidated charges for job/ work contract for providingservices at ICAR-NIAP is as per terms and conditions specified and scope of work as per annexure-II in the tender document including all the taxes viz. GST and other statutory requirement as applicable by Govt. will be paid to the firm by the ICAR-NIAP. The firm will raise a bill of this amount every month and the payment released by the ICAR-NIAP in the form of crossed cheque payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services.
10. The contractor/agency shall make payment of remuneration/wages to the manpower deployed at ICAR-NIAP before 7th of every month through RTGS. In case the payment is made by cheque, it will be done in presence of an authorized representative of this Institute. After making these payments, the contractor shall raise the bill & submit the same to this office along with the following documents.

Copy of proof of payment of wages to manpower deployed at ICAR-NIAP

ESIC/EPF etc. payment challan of manpower deployed at ICAR-NIAP

A Certificate mentioning that all statutory requirements are completed for the period

mentioned in this bill.

Any deviation to the above will attract non payment of bill.

11. The deduction of income tax & other statutory deductions from the bills of the agency will be made at source as per rates applicable from time to time.
12. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Director, ICAR-NIAP. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
13. That the firm shall issue identity card to each of the workers engaged for entry in ICAR-NIAP premises. The firm will also submit educational records, AADHAR CARD, PAN Card and police verification report to ICAR-NIAP.
14. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
15. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, ICAR-NIAP shall cancel the contract and forfeit the performance security.
16. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952 etc. Firm agrees to indemnify and keep indemnified the ICAR-NIAP on account of any failure to comply with the obligations under various laws or damage to ICAR-NIAP due to acts/omissions of Firm.
17. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ICAR-NIAP and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the ICAR-NIAP against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/regularization.
18. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. / NCT of Delhi as applicable relating to this contract.
19. In case of any loss or damage to the property of the ICAR-NIAP which is attributable to the firm, the full damages will be recovered from the firm as decided by ICAR-NIAP.
20. The firm shall not transfer its right or sub- contract to anyone else.
21. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
22. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
23. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by ICAR-NIAP in any manner.
24. The firm shall provide a Co-ordinator for immediate interaction with the organization.
25. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
26. The selected agency shall provide the necessary personnel at the ICAR-NIAP. As per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good health in the **age group of 21 to 45 years**. In case any of the personnel so provided is not found suitable by the ICAR-NIAP, the ICAR-NIAP shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately
27. The services are to be provided at OFFICE ASSISTANT SERVICES (5 points), DATA ENTRY OPERATOR/JR. CLERK SERVICES (3 POINTS) MULTI TASKING STAFF SERVICES (3 points) and

DRIVING SERVICES (02 point) for 6 days a week from 9.30 A.M. to 4.30 P.M. Sometimes, in emergency of work, services are to be rendered beyond office hours and Saturday and Sunday and holidays also. No extra payment will be made on this account.

28. There will be surprise checking by an Officer. Shortcomings, if any, pointed out by him shall be rectified by the contractor within 24 hours of its bringing to his notice

29. The firm shall provide a coordinator for immediate interaction with the organization.

30. The competent authority of ICAR-NIAP may, within the contractual manpower post sanctioned under EFC of ICAR-NIAP, increase/decrease the points of clerical/messenger/driving services under the contract as and when required in the ICAR-NIAP and the firm will deploy the manpower accordingly.

31. Tender's terms and conditions will be referred/interpreted if any terms and conditions not referred/reflected in this agreement. This agreement is part of the tender documents.

32. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

(i) Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

(ii) If the required number of workers/supervisor are less than the minimum required as a penalty of Rs. 500/- per worker per day will be deducted from the bill.

33. Damage Charges:

34. The firm will not charge placement charges on any other account from the manpower deployed with the Institute. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at a later stage, reports are received that the Contractor/Contracting Firm has charged the placement charges of manpower on any account.

35. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

The decision of the competent authority at ICAR-NIAP shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the ICAR-NIAP)

Witness:-

1. _____

2. _____

FINANCIAL BID (Specimen)
(Should be filled in BOQ)

To

Administrative Officer
ICAR-National Institute of Agricultural Economics & Policy Research
DPS Marg, Pusa, New Delhi-110 012

I/We wish to submit our Tenders for **OUTSOURCING OF MANPOWER SERVICES FOR PROVIDING JOB/WORK CONTRACT FOR OFFICE ASSISTANT SERVICES (05 POINTS), DATA ENTRY OPERATOR/JR. ASSISTANT SERVICES(03 POINTS)/MULT- TASKING STAFF SERVICES (03 POINTS) AND DRIVING SERVICES(02 POINTS)** AT ICAR-NIAP, PUSA, NEW DELHI-110012 on the following rates :-

S.No	Particular	Per month
1	Monthly Service Charges/Agency Charges in Rupees for PER (ONE) OFFICE ASSISTANT SERVICES as given in the Annexure A (Exclusive Taxes)	Rs. In figures) _____) Rs. In Words _____)
	Monthly Service Charges/Agency Charges in Rupees for PER (ONE) DATA ENTRY OPERATOR/JR. ASSISTANT as given in the Annexure A (Exclusive Taxes)	Rs. In figures) _____) Rs. In Words _____)
	Monthly Service Charges/Agency Charges in Rupees for PER (ONE) MULTI-TASKING STAFF as given in the Annexure A (Exclusive Taxes)	Rs. In figures) _____) Rs. In Words _____)
	Monthly Service Charges/Agency Charges in Rupees for PER (ONE) DRIVING SERVICES as given in the Annexure A (Exclusive Taxes)	Rs. In figures) _____) Rs. In Words _____)
Total		

Note : GST extra as applicable.

I/we agree to forfeit the earnest money if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

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

Signature _____
Name & address of the firm _____
Telephone no. _____
Mobile no. _____

Note- Bids quoting 'Zero charges/consideration or its derivatives shall be treated as unresponsive bid and will not be considered.

Service charges should only be quoted in Rupees and not in percentage. The amount of service charge per person will remain fixed through out the period of contract.

Annexure-A

		Monthly wages for Office Assistant Services (Graduate and above) (per points)	Monthly wages for Data Entry/Jr. Assistant (Matriculate but not graduate) (per points)	Monthly wages for Messengers (Non-Matriculate) (per points)	Monthly wages for Driver Services((Matriculate) (per points)
S.No.	Particulars	Pay & Allowances (Rs.)	Pay & Allowances (Rs.)	Pay & Allowances (Rs.)	Pay & Allowances (Rs.)
1.	Monthly Minimum wages as per minimum wages prescribed by Govt. of NCT of Delhi for Graduate & above , Matriculate but not Graduate and Non-matriculate (Labour Deptt., Govt. of Delhi Notification No.12(142)/02/MW/VII/201dt: 04.04.2018)	Rs.18462/- (rate w. e. f 01.10.2018) *(Liable to change as per Govt. of NCT of Delhi order)	Rs.16962/- (rate w. e. f 01.10.2018) *(Liable to change as per Govt. of NCT of Delhi order)	Rs.15400/- (rate w. e. f 01.10.2018) *(Liable to change as per Govt. of NCT of Delhi order)	Rs.16962/- (rate w. e. f 01.10.2018) *(Liable to change as per Govt. of NCT of Delhi order)
2.	EPF @ 13.00% (@Rs. 15000 being the maximum limit on part of employer This amount is, however, subject to revision from time to time as per latest relevant rules/guidelines notified by the government and should in no way have any implication on the Financial bid as the bidder needs to quote only Service Charges	Break up of employer's share (based on max. ceiling limit i.e.15000/-): Employer's share in EPF (3.67%)= 550.50 Employer's share in EPS (8.33%) =1249.50 Employer's share in EDLIS (0.5%) = 75 EPF administrative charges (0.50%) = 75 Total= 1950.00	Break up of employer's share (based) on max. ceiling limit i.e.15000/-): Employer's share in EPF (3.67%)= 550.50 Employer's share in EPS (8.33%) =1249.50 Employer's share in EDLIS (0.5%) = 75 EPF administrative charges (0.50%)= 75 Total= 1950.00	Break up of employer's share (based on max. ceiling limit i.e.15000/-): Employer's share in EPF (3.67%)= 550.50 Employer's share in EPS (8.33%) =1249.50 Employer's share in EDLIS (0.5%) = 75 EPF administrative charges (0.50%)= 75 Total= 1950.00	Break up of employer's share (based on max. ceiling limit i.e.15000/-): Employer's share in EPF (3.67%)= 550.50 Employer's share in EPS (8.33%) =1249.50 Employer's share in EDLIS (0.5%) = 75 EPF administrative charges (0.50%)= 75 Total= 1950.00
3.	ESI employer contribution @4.75%	876.94	805.69	731.50	805.69
4.	Service Charges	-----	-----	-----	-----
5.	Sub-total (1+2+3+4)	21288.94	19717.69	18081.50	19717.69
6.	GST extra (18%) as applicable (of S.No.05)	-----	-----	-----	-----
7.	Total cost per point per month (Service charges & GST extra	21288.94	19717.69	18081.50	19717.69

Note:

- 1. Service charges as quoted per person shall remain same throughout the period of contract.**
- 2. GST extra & other statutory requirements, as applicable. It is liable to change as regulated by the Government of India from time to time.**
- 3. The Contractor will pay the applicable minimum wages of NCT of Delhi to the staff as & when revised by the Delhi Govt. or Central Government whichever is higher.**
- 4. Applicable tax like income tax etc. & other statutory deductions demand by Govt. of India from time to time will be deducted from the monthly bill.**

