

**ICAR-NATIONAL BUREAU OF PLANT GENETIC RESOURCES
Pusa Campus New Delhi-110012**

F. No. 33-197/2017/PIV

Date: 18/10/2017

E.TENDER NOTICE

ICAR-National Bureau of Plant Genetic Resources, Pusa Campus New Delhi-110012 invites online Tenders/Quotations in a two bid system (Technical bid & financial bid) from registered/well-established/reputed firms for providing the Field Farm/Lab. work contract at NBPGR, Regional Station Jodhpur.

Please visit www.nbpgr.ernet.in for details, terms & conditions and log on www.eprocure.gov.in for online submission.

The EMD Rs. **50,000/-** (refundable) (for each tender) should be prepared in favour of the Director, ICAR-NBPGR, New Delhi.

The schedule of receipt and opening of Tender will be as under:

1. Bid Document Download Date & Time : 20/10/2017 at 12.00 Noon
2. Bid Submission Start Date & Time : 20/10/2017 at 12.30 PM
3. Bid submission end Date & Time : 10/11/2017 at 2.30 PM
4. Technical Bid opening Date & Time : 13/11/2017 at 2.30 PM

Tender form, terms & condition can be downloaded from the website <http://eprocure.gov.in> , www.nbpgr.ernet.in and CPP Portal. On-line bids complete in all respects should be submitted through CPP Portal <https://eprocure.gov.in/eprocure/app>(Help Desk 0120-4200462, 0120-4001002).

Kamana

(Kamana Tandon)
Administrative Officer

NON TRANSFERABLE

Registered with acknowledgement due

F. No. 33-197/2017/PIV

Date: 18/10/2017

ICAR-NATIONAL BUREAU OF PLANT GENETIC RESOURCES
Pusa Campus, New Delhi – 110012.

INVITATION OF E-TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR PROVIDING THE FIELD/LAB ACTIVITIES work CONTRACT AT NBPGR, REGIONAL STATION JODHPUR AS PER POINTS/DEMAND/REQUIREMENT.nt.

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5. The Validity of Tender shall be remain for acceptance up to 90 days from the date of opening.
6. The tender document is also available at Bureau's web-site www.nbpgr.ernet.in (CPP Portal and GEM).

NOTE:

1. The Director, ICAR-National Bureau of Plant Genetic Resources, New Delhi may at his discretion, extend this date by a fortnight and such extension shall be binding on Tenderer.
2. If the date up to which the Tender is to be opened for acceptance is declared to be a holiday the tenders shall be deemed to remain open for acceptance till the next working day.

ICAR-NATIONAL BUREAU OF PLANT GENETIC RESOURCES
Pusa Campus, New Delhi – 110012.

INVITATION OF E-TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS OF PROVIDING the Field Farm activities/Lab. work contract at NBPGR, Regional Station/Base Centre Jodhpur as per points/demand/requirement.

From: Director
ICAR-National Bureau of Plant Genetic Resource
Pusa Campus, New Delhi-110012

To

Dear Sir(s),

E-Tenders are hereby invited on behalf of the Director, ICAR-NBPGR, New Delhi for providing the Field Farm/lab work contract at NBPGR, Regional Station/Base Centre Jodhpur as per points/demand/requirement.

1. The terms and conditions of the contract which will govern any contract which contains in the general conditions of contract will be applicable by the ICAR-NBPGR as detailed in the Tender forms and its schedule-II. Please submit your rates in the tender forms if you are in position to provide the requisite services in accordance with the requirements stated in the attached schedule.
2. **The EMD Rs. 50,000/- (refundable)** of the estimated annual value of the contract. It is to be deposited in the form of DD/Pay order/Fixed deposit Receipt/Bank guarantee from commercial bank drawn in favour of Director, ICAR-NBPGR payable at New Delhi. The original EMD should be submitted to the Tender inviting Authority on or before the last date and time of online bid submission. The details of DD/Pay order/Fixed deposit Receipt /Bank Guarantee physically sent, should tally with the details available in the scan copy and the data enter during the bid submission time otherwise the uploaded bid will be rejected. The earnest money will be refunded to the unsuccessful bidder(s) after finalization of tender. The successful bidder should have to be deposited 10% of total annual value of contract amount as Performance Security t in form of Demand Draft/Pay order /FDR/Bank Guarantee of any Commercial Bank drawn in favour of the Director, NBPGR, New Delhi-110012 payable at New Delhi. No interest will be paid by the Institute on EMD/Security Deposit Money.
3. The Tenderer is being permitted to give Tenders in consideration of the stipulation on his part that after submitting his tenders, he will not resale/sublet from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulation The aforesaid amount of EMD will be forfeited by the Director, ICAR-NBPGR.
4. The Tender being uploaded by the firm, all pages of enclosures must be numbered.

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 schedule to the Tenders is 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. If a tenderer does not accept the offer, after issue of letter of award by ICAR-NBPGR within 30 days, the offer made shall be deemed to be withdrawn without any notice & earnest money will be forfeited.
7. 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 document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind to such an arrangement, if on enquiry, it appears that the persons so signing had no authority to do so, the ICAR-NBPGR shall without prejudice to other civil and criminal remedies will cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedule to the tenders and annexure, if any, should be signed by the tenderer.
8. The rates quoted by each firm for Job/ Service contract in tender be given both in words and figure, failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tenders. Name and address of permanent representative of the tenderer, if any, may also be indicated.
9. **10% of total annual value of contract amount** is to be deposited **in form of DD/Pay order/Fixed deposit Receipt/Bank guarantee** by the selected agency/ successful tenderer as Security Deposit only after receiving a communication from the ICAR-NBPGR. In the event of non-deposition of the same, the earnest money will be forfeited.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however at liberty to Tenders for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. No interest on security deposit and earnest money deposit shall be paid by the ICAR-NBPGR to the tenderer.
12. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages, EPF, ESI in respect of personnel deployed by it to this office. All such statutory requirement must be incorporated while quoting the rate. The contract for providing the services is being awarded on job contract basis. However, the contractor should ensure that the wages to be paid to the contractual manpower as per directions of the Ministry of Labour & Employment as issued from time to time.
13. **On any tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR-NBPGR will not entertain any claim whatsoever in this respect. However, GST and any other tax which is as per the rules of the Govt. of India /**

State Govt. shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by Govt. of India/ ICAR/

14. The Director, ICAR-NBPGR reserve the right to reduce or terminate the period of contract or to extend its duration in the interest of the ICAR-NBPGR.
15. (a) In case of Tie i.e. when the rates of 2 or more firms found same, the decision of the Competent Authority should be acceptable to the firm to the finalization of the tender.
(b) Decision of The Director, ICAR-NBPGR 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 of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NBPGR. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Constitution Act, 1996.
16. Award / acceptance of contract by the ICAR-NBPGR will be communicated through e-mail/fax/express mail or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instruction in the Express letter etc. should be acted upon immediately.
18. **The following document should be enclosed with the tender, which are essential as per the terms and conditions of the tender document:-**
 - (a) Certified copy of registration certificate of the firm.
 - (b) Minimum turnover of the firm not less than Rs. 11,00,000 (Rupees Eleven lakh) during each the last two financial years.
 - (c) Certified copy of Balance Sheet of the firm for the last two years by the Chartered Accountant.
 - (d) Certified copies of the satisfactory services certificate in the relevant field where the tenderer had provided the services for the last three years in Central Govt. Establishment/Autonomous bodies of Govt of India/Corporations of Govt. of India / reputed Public/Private Organizations.
 - (e) Certified copy of EPF & ESIC registration certificate issued by local Govt. etc.
 - (f) The contractor/agency must have a registration with the Contract Labour (Registration and Abolition) Act. 1970. The Contractor shall obtain the Labour license under this Act.
 - (g) Certified copy of GST registration.
 - (i) The firm will provide an undertaking that the firm had not black listed/debarred by the Central Govt. Establishment/Autonomous bodies of Govt. of India/Corporations of Govt. Of India/reputed Public/Private Organizations.
 - (k) Scanned copy of tender fee / EMD.
19. Successful tenderer will have to enter into a detailed contract agreement with ICAR-NBPGR on non-judicial stamp paper of Rs. 100/- (Rupees One Hundred) for work.
20. Only those firms will be considered for financial bid who qualify in the technical bid.

Yours faithfully,

K. Tandon

(Kamana Tandon)
Administrative Officer

Tenders for providing the services of the Field Farm /Lab. work contract at NBPGR, Regional Station/Base Centre Jodhpur as per points/demand/requirement.

Full Name & Address of the tenderer in Addition to Post Box No., if any, should be quoted in all communications to this Office

Telephone No. :

Telegraphic Address/FAX/Cellular No :

E-Mail Address :

From _____

To,

The Director
ICAR-NBPGR,
Pusa Campus
New Delhi-110012

I/We have read all the particulars regarding the general information and other terms and conditions of the contract for providing the Field Farm /Lab. work contract at NBPGR, Regional Station/Base Centre Jodhpur as per points/demand/requirement and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-III to this Tender 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 shall be bound by a communication acceptance dispatch within the prescribed time.

I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

- a. The following pages have been added to and form a part of this tender _____. The Schedule-I, II & III to accompany this tender are at pages_____.
- b. Every page so attached with this tender bears my signature and the office seal.
- c. Pay order/DD No. _____ of Rs. _____ drawn in favour of the Director, ICAR-NBPGR and payable at New Delhi is enclosed as earnest money required.

Yours Faithfully,

Date:

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

**Signature & Seal of the Tenderer
Telephone No. Office:
Res:
Mobile:**

Schedule -I

SCHEDULE TO TENDERS

PART-I

1. Name of the Firm/Agency
2. Full Address with Post Box No.
And Telephone No. if any.
3. Constitution of the Firm/
Agency (Attached copy)
 - (a) Indian Companies Act, 1956
 - (b) Indian Partnership Act, 1932
(Please give names of partners)
 - (c) Any other Act, if not, the owners
4.
 - 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.
 - ii) If answer to the above is in negative,
whether there is any general power of
attorney executed by all the partners of the
firm authorizing the partner who has signed
the tenders to refer dispute condemning business
of the partnership to arbitration.
 - iii) If the answer to point (i) and (ii) above is affirmative,
please furnish a copy of either the partnership
agreement or the general power of attorney as the case
may be. The copy should be attested by a Notary
public or its execution would be admitted by affidavit
on a properly stamped paper by all partner(s)
 - iv) 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
5. Name and Full Address of your Banker
6. Your Permanent Income Tax No.
(Copies of PAN and GST registration
to be enclosed)
7. Date of establishment of the agency/firm/company
8. Whether registered with all concerned Government
Authorities (EPF/ESI etc.) (Copies of all certificates
Of registration to be enclosed)

9. Any other relevant information

PART-II

10. Earnest Money Deposited : Yes/No
(Write draft No./Date/Issuing bank details)

PART-III

11. Name and Address of the firm's representative and whether the firm would be representing at the opening of the Tenders

12. Name of the Permanent Representative to be visiting ICAR-NBPGR, Pusa Campus, New Delhi regarding the contract

Date: _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

Schedule- II

GENERAL INFORMATION & OTHER TERMS & CONDITION OF PROVIDING THE FILELD FARM /LAB work CONTRACT AT NBPGR REGIONAL STATION/BASE CENTRE JODHPUR AS PER POINTSDEMAND/REQUIREMENT.

Scope of Work:

1. Typing, diary/dispatch etc., field/lab works at NBPGR building, field work at building area and horticultural farm, as per points /demand/requirement of the bureau.
- 2.(a)Five acres of horticultural block to be maintained clean and all plants shall be watered i.e. they shall be maintained in the best of the conditions (appx 3 points).
- (b)1.5 acres of land for experimentation in two season this also includes lab work (appx. ten points)

Terms & Conditions:

1. The service staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of the staff is to go on leave under intimation to this office.
2. Changing of Staff should be intimated by the firm to concerned Officer-Incharge.
3. The Director, ICAR-NBPGR reserves the right to reject any or all quotations in whole or in part without assigning any reason therefore. The decision of Director, ICAR-NBPGR shall be final and binding on the Contractor/Agency in respect of clauses covered under the contract.
4. The staff provided should maintain secrecy and discipline in the premises of ICAR-NBPGR, Regional Stations/Base Centres.
5. The staff provided should be capable for performing the work assigned to him/her.
6. The agreement is terminable with one month notice on either side. In case of termination of this 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/otherwise capacity in this ICAR-NBPGR.
7. The contractor or his workers shall not misuse 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-NBPGR, Regional Stations/ Base Centres as per Labour Acts prevalent in **concerned state**. **The agency shall employ good and reliable persons with robust health**. In case, any of the personnel so provided is not found suitable by the ICAR-NBPGR, the ICAR-NBPGR shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall on receipt of a written communication will 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-NBPGR and there will be no employer-employee relationship between the ICAR-NBPGR and the persons so engaged by the contractor in the aforesaid services.
10. Payment for service contract will be made monthly upon submission of pre-receipted bill alongwith all necessary documents.
11. After physical inspection of the site for providing services at the **NBPGR, Reg. Stn./Base Centre Jodhpur** the **Tenderer should indicate only the lump-sum amount in respect of all the services covered under this contract and that rates should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within the period the contract is in force.**
12. **The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The ICAR-NBPGR shall not bear any extra charge on any account whatsoever i.e., EPF and ESI contribution,** OTA etc. The Tenderer should ensure that the wages to be paid to the contractual manpower will be as per the directions of Ministry of Labour & Employment as issued from time to time.
13. 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 and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR-NBPGR, from any claims, losses or damages that may occur because on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, ICAR-NBPGR shall be final binding on the contractor.
14. Income Tax and GST may be deducted from the bill raised by the firm as per rules / instruction of GOI/ ICAR.
15. The contractor must employ adult labour only. Employment of child labour may lead to the termination of the Contract.
16. The contract is subject to the condition that the tender will comply with all laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
17. Risk Clause: ICAR-NBPGR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause notice 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.
18. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and ICAR-NBPGR shall in no way be responsible for settlement of such issues whatsoever.
19. The Contract/Agency will furnish to the ICAR-NBPGR, the full particulars of the Personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, Telephone number etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to ICAR-NBPGR.

20. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered to the ICAR-NBPGR, to the concerned tax collection authorities from time to time as per rules and regulations in this regard.
21. The personnel provided shall be under the direct control and supervision of the Contractor/Agency. However, they shall comply with the oral and written instruction given on day to day basis, by the officer(s) authorized by the ICAR-NBPGR from time to time. They will be bound by office timings, duty, placement, location etc., as decided by the ICAR-NBPGR, New Delhi.
22. The Contractor/Agency shall make payment of remuneration/wages to its personnel before 7th of every month by cheque/ electronic mode. After making the payment, the Contractor shall raise the bill to ICAR-NBPGR.....i for payment of already agreed amount, and also submit a copy of the payment vouchers duly signed by the workers for each month.
23. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the contracting agency will be liable to be forfeited by the ICAR-NBPGR besides annulment of the contract.
24. Any loss, theft or damage to the life and/or property of the employees of the ICAR-NBPGR, New Delhi, and/or property of the ICAR-NBPGR shall be compensated by the Contractor/Agency if the case of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the Contractor/Agency.
25. Police verification report of the worker and I.D. cards issued report will be submitted within 30 days of award of contract.
26. The Director, ICAR-NBPGR reserve the right to increase/ decrease the quantum of work awarded to contractor as per availability of funds.

III. LIQUIDATED DAMAGES CLAUSES:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs. 2500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark at the Regional Stations/Base Centres, it will be brought to the notice of the supervisory staff of the firm by ICAR-NBPGR and if no action is taken within one hour liquidated damage clause will be invoked.
2. 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 Director, ICAR-NBPGR reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of the Director, ICAR-NBPGR shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

SCHEDULE -III

FINANCIAL BID:

Last date of receipt of Tender: 10/11/2017 up to 2.30 PM.
Date of opening of Financial Bid: As per intimation

**To,
The Director,
ICAR-NBPGR, New Delhi-110012**

Sir

I/We wish to submit our Tenders for **PROVIDING THE FIELD FARM ACTIVITIES CONTRACT AT NBPGR REGIONAL STATION/BASE CENTRE JODHPUR AS PER POINT/DEMAND/REQUIREMENT.**

Particulars	Per Month
1. Monthly consolidated rate offered for the contract of "Field Farm/Lab activities at NBPGR, Regional Station Jodhpur" <u>include cost of each and every items including transportation cost, manpower cost with minimum wages + EPF/ESI as per Govt. approved rates, and service charges etc. The NBPGR, shall not bear any extra charges on any account whatsoever i.e. ESI/EPF contribution, Uniform, liveries, OTA etc.</u> In accordance with the highest standards of Allied Services and as per the terms and conditions specified in the tenders as applicable from time to time.	Rs. _____ p.m. (in figures) (Rupees _____ _____ _____ (in words). _____ _____
2. GST extra, (if applicable)	_____ _____
3. Gross Total	Rs.(in figure) _____ (in words) _____ _____ _____

Note: Financial bid should be strictly as per the prescribed format otherwise tender may be treated as non-responsive.

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 agree to abide by these in letter and spirit.

Signature _____

Name & Address of the Firm _____

Telephone No. _____