MONITORING OF PESTICIDE RESIDUES AT NATIONAL LEVEL

(Department of Agriculture & Farmers Welfare, Ministry of Agriculture and Farmers Welfare, Government of India) Room No. 203, 2nd Floor, B-2 Block, LBS Building, ICAR- Indian Agricultural Research Institute, Pusa Campus, New Delhi –110 012

F.No. MPR/VT/2022-23/04 (CPP Tender ID 2022_DARE_687351_1)

Dated: 06.05.2022

Tender Notice

Monitoring of Pesticide Residues at National Level (MPRNL) Scheme invites e-tenders for outsourcing the Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder), on contract basis for a period of one year and extendable by further one year subject to satisfactory performance of the Vendor and its willingness to continue on existing terms and conditions, as per requirement.

1. Details of Tender Deposits:-

Cost of Tender Form: ₹ Nil/-Earnest Money Deposit: ₹ 72,000/- (Rupees Seventy Two Thousand only) Performance Security Deposit: 5% of the value of contract placed on the successful bidder(s)

Tender schedule:

Tender No.	F.No. MPR/VT/2022-2023/04
Date of release of Tender through e-procurement	06.05.2022 at 3.00 P.M.
Pre Bid meeting date/time/venue	04.05.2022 at 11.00 A.M. at Room No. 203, AINP on Pesticide Residues, B-2 Block, Lal Bahadur Shastri Building (LBS), Pusa Campus, IARI, New Delhi-12
Bid Submission Start date/time	06.05.2022 (4.00 P.M.)
Last date & time for submission of bid	26.05.2022 (3.00 P.M.)
Date & time for opening of technical bid	27.05.2022 (3.00 P.M.)
Address for Communication	Asstt. Admn, Officer, MPRNL scheme, Room no. 203 B-2
	Block, Lal Bahadur Shastri Building (LBS), Pusa
	Campus, IARI, New Delhi

On-line bids are invited under two-bid system through e-procurement system from registered service providers/well-established/reputed firms for providing the manpower at fixed emoulment on outsourcing basis for various positions of Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) on contract basis for a period of one year and extendable by further one years subject to mutual consent and satisfactory performance by the contracted agency(ies) at MPRNL SCHEME Headquarters and DAC&FW located at Krishi Bhawan, New Delhi and Project Coordinating Cell, MPRNL Scheme, IARI, and DPPQ&S, Faridabad.

Tender form, terms & conditions and draft agreement can be downloaded free of cost from the website <u>http://eprocure.gov.in</u> and <u>www.iari.res.in</u>. On-line bids complete in all respects should be submitted through CPP portal <u>https://eprocure.gov.in/eprocure/app</u> only on or before the last date and time i.e. 26.05.2022 at 3.00 P.M.

In case, holiday is declared by the Government on the day of opening bids, the bids will automatically be opened on the next working day at the same time without any separate notification. The MPRNL reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids will be accepted.

(Asstt. Admn. Officer) MPRNL Scheme

For and on behalf of Scheme In Charge MPRNL -IARI

<u>Tender Inquiry</u> No. MPR/VT/2022-23/04 MONITORING OF PESTICIDE RESIDUES AT NATIONAL LEVEL (Department of Agriculture & Farmers Welfare, Ministry of Agriculture and Farmers Welfare, Government of India) Room No. 203, 2nd Floor, B-2 Block, LBS Building, ICAR- Indian Agricultural Research Institute, Pusa Campus, New Delhi –110 012

Tel. No. 25846396 Fax No. 91-11-25846396 E-mail id. surendersinghainp@gmail.com

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING THE MANPOWER SERVICES (fixed remuneration) OF Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) ON CONTRACT BASIS PER PERSON PER MONTH FOR A PERIOD OF ONE YEAR AT MPRNL SCHEME HEADQUARTERS AND DAC&FW LOCATED AT KRISHI BHAWAN, NEW DELHI, PROJECT COORDINATING CELL, MPRNL SCHEME AND DPPQ&S, FARIDABAD AND EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO REQUIREMENTS ,MUTUAL CONSENT AND SATISFACTORY PERFORMANCE OF THE VENDOR

From: Asstt. Admn. Officer MPRNL Scheme

То

Dear Sir(s),

Online Tenders are hereby invited on behalf of the Director, MPRNL SCHEME-Indian Agricultural Research Institute, New Delhi for OUTSOURCING THE MANPOWER SERVICES OF Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) ON CONTRACT BASIS PER PERSON PER MONTH FOR A PERIOD OF ONE YEAR AT MPRNL SCHEME HEADQUARTERS AND DAC & FW LOCATED AT KRISHI BHAWAN, NEW DELHI, PROJECT COORDINATING CELL, MPRNL SCHEME AND DPPQ&S, FARIDABAD AND EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO REQUIREMENTS, MUTUAL CONSENT AND SATISFACTORY PERFORMANCE OF THE VENDOR.

The terms and conditions of the contract as given in this Tender document shall apply. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

1. An earnest money of ₹ 72,000/- (Rupees Seventy Two Thousand only) must be deposited in the form of demand draft/pay order payable to Director, IARI, New Delhi in person to Scheme In Charge, MPRNL SCHEME Room No. 203, LBS Building, IARI, New Delhi on

or before the last date/time of submission. EMD must be deposited with Asstt. Admn Officer during working hours i.e. 9.30 A.M. to 4.30 P.M. on any working days (except 2nd Saturday, Sunday and Gazetted Holidays) before the last date/time for submission of bids failing which bids will not be accepted. EMD must be in the form of Demand draft payable to **Director, IARI, New Delhi**. The EMD without any interest shall be refunded to unsuccessful bidders after 30 days of award of contract to successful bidders on applying for the same, in the manner prescribed by the MPRNL. (An undertaking as per **Annexure 'X'** is also required to be submitted by the tendering firm).

2. The bidder should have at least 3 years (Three years) experience specially in Research department in providina manpower agricultural to Government departments/PSUs/ Central Autonomous organizations/MNCs of repute and should be registered (on or before the tender opening date) with government authorities for running the manpower outsourcing business, exclusively for providing support/technical & nontechnical/professional manpower. A copy of the registration (valid on tender opening date) and proof of experience (copy of Work Orders/completion/experience certificates) should be attached.

3. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.

4. The Tenderer is being permitted to give Tenders in consideration of the stipulations on his part that after submitting his Tenders, he will not resile from his 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 MPRNL.

5. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. 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.

6. 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 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 of 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 sign the Tender and 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. Documentary proof should be submitted.

7. If a tenderer does not execute the Agreement, after notification of award of Contract by MPRNL scheme within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.

8. 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 MPRNL 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 all the tenderers.

9. Online tenders are invited under two-bid system through e-procurement system.

10. The rates quoted by each firm for job/service contract in tenders be given in Indian rupees failing which the same is liable to be rejected. Tenders will be opened online by the authorized officer. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at MPRNL Scheme located in MPRNL SCHEME-IARI.

11. 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 tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.

12. An amount equivalent to 5% of the value of contract is to be deposited by the selected agency(ies)/ successful tenderer(s) as Performance Security Deposit after receiving a communication from the MPRNL. In the event of non-deposition of the same, the earnest money deposited shall stand forfeited.

13. No interest on performance security deposit and earnest money deposit shall be paid by the MPRNL to the tenderer.

14. Quotations of the firms received in format prescribed in this tender document shall only be considered. Offers not received in the prescribed format shall be ignored and no correspondence in this regard will be entertained.

15. Tenders are required to quote for all the ITEMS given in the Scope of work and the financial bid. The technically qualified tenderer who quotes the lowest consolidated per person per month price in the financial bid shall be awarded the contract. The least cost (of Administrative/ service charges) proposal will be ranked L-1 and the next higher will be ranked L-2, L-3 etc. The least cost proposal (L- 1) shall be considered for award of contract. MPRNL will have the right to negotiate with the L-1 bidder. However, in no such case negotiations shall be allowed to result in increase in financial cost as originally quoted. However, in the event it is found that none of the bidders has quoted for all the Items or is not able to meet the entire number of requirement of this tender, lowest quoting bidder in each individual category will be selected and awarded the contract for the respective item where he has quoted the lowest rates.

16. The Firms have to quote only the Service Charges per person per month in Rupee to be levied by them for providing the services. Service Charge shall be the primary criteria for selecting the firm. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of tender under any circumstances. In case of more than one successful lowest bidders (L-1), the work/ contract will be awarded to the firm on merit which will be based on credentials of the firm as given to the satisfaction of Competent Authority IARI, Pusa, New Delhi. The service Charge Shall not be less than 0.5% (zero-point five percent).

17. The Contractor will be reimbursed for each manpower at the consolidated rates as detailed in **Schedule III**. The Service Provider shall abide by all the law of land including labour laws as applicable (Income Tax, Service Tax, GST or any other extra taxes levied by Govt.) Companies Act, welfare measure of its employees and all other obligation that is

being instructed in such cases and are not essentially enumerated and defined herein, though any such bounded duty shall be the exclusive responsibility of the service provider and it shall not involve MPRNL Scheme in anyway whatsoever. Compliance of these provision shall be ensured at all times to making monthly payments.

18. The Firm will not charge any placement charges on any other account from the manpower deployed with the MPRNL. 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 manpower on any such account.

19. The Firm have to quote only the Service Charges per person per month (minimum

0.5% (zero-point five Percent)) in Indian rupees to be levied by them for providing the services for each position respectively. Service Charge shall be the primary criteria for selecting the firm. Bidders quoting other than in Indian Rupees as service charges per person per month will not be considered and will be rejected. No change/revision whatsoever in service charges once quoted shall be admissible under any circumstances.

20. The financial bids of only those tenderers shall be opened who have been declared technically qualified on the basis of the requisite documents like registration certificates, statutory requirements, experience and minimum turnover and other such conditions as specified in this tender.

21. GST, Service Tax or any other statutory tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor.

22. Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

23. Director, IARI SCHEME-IARI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the MPRNL scheme, for any justifiable reasons.

24. Decision of Scheme In-charge, MPRNL Scheme 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 consultations and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Scheme in-charge, MPRNL Scheme. 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.

25. Acceptance by the MPRNL will be communicated by fax, express letter 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 instructions in the Advance acceptance communicated by fax, express letter etc. should be acted upon immediately.

26. The MPRNL 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.

27. The MRPNL reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job/work.

28. Successful Bidder/tenderer will have to enter into a detailed contract agreement with

MPRNL Scheme on non- judicial stamp paper of Rs. 100/- (One hundred only) for execution of the Contract.

29. The following document/vouchers are required to be uploaded with the technical bid in the following order (Schedule-I):-

- (a) Scanned copy of Earnest Money Deposit(EMD)
- (b) Scanned copy of License under the Contract Labour (Registration & Abolition) Act, 1970.
- (c) Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- (d) Scanned copies of last three year's continuous experience of the tenderer in the field of providing such manpower services to Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India/ reputed public or private organizations and specially in agricultural department etc., with details in enclosed tabular form.
- (e) Scanned copies of the satisfactory services where the tenderer has provided the services for each of the last three financial years.
- (f) Scanned copy of minimum turnover of the firm not less than ₹. 7,00,000 (Rupees Seven lakh only) during each of the last three financial years.
- (g) Scanned copies of Income Tax Returns filed last three years and GST return (last three).
- (h) Scanned copy of Audited Balance Sheet of the firm for last three financial year (2018-2019, 2019-20, 2020-21) by the Chartered Accountant.
- (i) Scanned copies of PAN Number and GST No.
- (j) An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their nonblacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.
- (k) Scanned copy of ISO Certificate in your name, if any
- (I) Scanned copy of MSME Certificate.

30. In case of two or more Technically Qualified bidder at same price then the following criteria shall be used for calculating the successful bidder: -

- a) Average turnover of the firm during last three years:-
 - Exceeding Rs. 7,00,000 & Upto Rs. 50 lakh = 20 Marks
 - Exceeding Rs. 50 lakh & upto 1 crore = 25 Marks
 - Exceeding 1 crore = 30 Marks
- b) Experience of serving specially in agricultural department and in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent organisations of high repute:-
 - Exceeding 3 years & upto 7 years= 10 Marks
 - Exceeding 7 years & upto 10 years= 20 Marks
 - Exceeding 10 Years= 30 Marks
- c) Total no. of people on their rolls
 - Exceeding 10 & Upto 50= 10 Marks
 - Exceeding 50 & upto 100= 15 Marks

- Exceeding 100= 20 Marks
- d) Quality related marks(as bonus)
 - ISO (upto 2 years)= 05 Marks
 - ISO (Exceeding 2 years)= 10 Marks

31. Minimum manpower on roll of the bidder must be 10 (Ten only).

32. Each bidder shall submit only one bid for one request for proposal (RfP).

Only those firms will be considered for opening of their financial bid who are declared technically qualified by MPRNL in the technical bid.

Yours faithfully,

Asstt. Admn Officer For and on behalf of the Scheme In Charge MPRNL SCHEME - IARI, New Delhi-110012 TERMS AND CONDITIONS FOR OUTSOURCING THE SERVICES OF Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) ON CONTRACT BASIS PER PERSON PER MONTH FOR A PERIOD OF ONE YEAR AT MPRNL SCHEME HEADQUARTERS AND DAC & FW LOCATED AT KRISHI BHAWAN, NEW DELHI, PROJECT COORDINATING CELL, MPRNL SCHEME AND DPPQ&S, FARIDABAD AND EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO REQUIREMENTS, MUTUAL CONSENT AND SATISFACTORY PERFORMANCE OF THE VENDOR.

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. : Portal Address/FAX/ Cellular No: E-Mail Address:

From M/s.

Τo,

The Asstt. Admn. Officer, MPRNL Scheme, LBSBuilding, IARI, New Delhi -12

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for OUTSOURCING THE SERVICES OF Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) ON CONTRACT BASIS PER PERSON PER MONTH FOR A PERIOD OF ONE YEAR AT MPRNL SCHEME HEADQUARTERS AND DAC & FW LOCATED AT KRISHI BHAWAN, NEW DELHI, PROJECT COORDINATING CELL, MPRNL SCHEME AND DPPQ&S, FARIDABAD AND EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO REQUIREMENTS, MUTUAL CONSENT AND SATISFACTORY PERFORMANCE OF THE VENDOR 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 <u>I/we agree to hold this offer open for your acceptance for 120 days from the date of tender opening</u>. The contracted rates will be valid for a period of one year in the event of award of the Contract and for the extended period, if any. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

I/we have understood these terms and conditions of 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 Schedules-I & II 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

IARI and payable at New Delhi has been submitted to your office on......(date) on account of earnest money.

Yours faithfully,

Date:

Signature & Seal of the Tenderer Tele No. Office Name Res.: Mobile: Email ID:

Signature of witness: & Designation of witness: Address:

Schedule – I/ Technical Bid Application

- Name of the Tendering Manpower Company/Firm/Agency/ Contractor: (Attach attested copy of certificate of registration)
- 2. Name of Directors of Company/ Active Partners of the firm/ Authorised Attorney/Proprietor
- 3. Full address of Operating/ Branch

Office Telephone No.: Fax No.:

E-mail address:

- 4. Full address of Operating/ Branch Office at: Delhi/ New Delhi
- 5. Banker of the Company/ Firm/ Agency/ Contractor with Full address (Attach attested copy of latest Bank statement):
- 6. PAN/Permanent Income Tax No./ Circle/ Ward: GSTIN No. (Attach attested copy)
- 7. Service Tax Registration No. (Attach attested copy):
- 8. Details of Earnest Money (Amount, DD No. Date, Name of Issuing Bank)
- 9. Details for evaluation of Technical Bid

S.No.	Items	Details with supporting documents
1.	No. of people on the role of the Firm (recent ESI/ EPF Challan/ Work order Copy given no of employees)	
2.	No. of years of past experience of supplying manpower to Central Govt. Departments	
3.	ISO Certification.	
4.	Average turnover of Firm during last 3 years (with financial year wise details) 2019-20, 2020-21, 2021-2022	

10. Whether the Firm/Company/Agency have been blacklisted by any Ministry/Department of the Govt. The tendering firms/bidders shall have to submit a notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealing with the Government Ministries/Departments have **not** been banned/debarred.

- **11.** Additional information, if any. (Attach separate sheet, if required).
- 12. The Contract Validity will be one year only, extension in validity of contract for next 2 years may be done with mutual consent depending upon MPRNL's requirements and satisfactory performance of Vendor.

(Signature of authorized person) Full Name and Designation: Seal:

Date:

Place:

ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

- 1. Technical Bid Application duly signed by the authorized signatory of the company/firm/agency/contractor/proprietor.
- 2. The requisite certificate from Labour Dept. of Govt. of NCT of Delhi.
- 3. Attested copy of PAN and Service Tax and GST No. registration to be uploaded.
- 4. Attested copy in support of entries in S.no 11 of the Technical Bid application.
- 5. Copy of each Balance Sheets having details of Turn Over duly certified by Chartered Accountant (CA) in support of entries in S.no 09 of the Technical Bid Application.
- 6. Copy each of Income Tax Return of the Financial Year 2018-19 (Assessment Year 2019-20) and Financial Year 2019-20 (Assessment Year 2020-21) Financial Year 2020-21 (Assessment Year 2021-22).
- 7. Copy of affidavit as required in entry 10 of Technical Application Bid. Original to be submitted with.

Note: Only those bidders who submit all requisite documents as per this tender requirement will be declared as qualified for considering their financial bids.

All documents should be submitted electronically in PDF format.

(Signature of authorized person)

Schedule -II

TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR OUTSOURCING THE SERVICES OF Research Officer (Doctorate degree holder), Research Officer (Master's degree holder) Lab Chemist (B.Sc. degree holder) ON CONTRACT BASIS PER PERSON PER MONTH FOR A PERIOD OF ONE YEAR AT MPRNL SCHEME HEADQUARTERS AND DAC & FW LOCATED AT KRISHI BHAWAN, NEW DELHI, PROJECT COORDINATING CELL, MPRNL SCHEME AND DPPQ&S, FARIDABAD AND EXTENDABLE BY FURTHER ONE YEAR SUBJECT TO REQUIREMENTS, MUTUAL CONSENT AND SATISFACTORY PERFORMANCE OF THE VENDOR.

The Staff be deployed at MPRNL Scheme, Room No. 203, 2nd Floor, LBS Building, IARI and also be deployed at, DAC&FW located at Krishi Bhawan, DPPQ&S, Faridabad as per requirement

S. No	Category of manpower	Number of persons required presently (subject to variation)	Minimum Educational Qualifications	Minimum Experience
1	Research Officer (Doctorate Degree holder)	1	Ph.D. in chemistry/ Agril. Chemicals/ Entomology/ Plant Protection/Toxicology	3 year experience in NABL accredited pesticide residue laboratory
	Research Officer (Master's Degree holder)	2	M.Sc. in chemistry/ Agril. Chemicals/ Entomology/ Plant Protection/Toxicology	3 years' experience in NABL accredited pesticide residue laboratory
2	Laboratory Chemist (B.Sc. degree holder)	3	B.Sc. in chemistry/ Agril. Chemicals/ Entomology/ Plant Protection/Toxicology	1 years' experience in pesticide residue laboratory / Food testing laboratory, preferably NABL accredited laboratory

1. <u>Scope of Work:</u>

2. DUTIES AND RESPONSIBILITIES EXPECTED:

The services as detailed below are to be provided to the Research officer/ Laboratory Chemist/ Sections of MPRNL Scheme:

2.1 Research Officer (Doctorate Degree holder): -

Research Officers are required to handle the responsibilities of technical & Quality Management System (QMS) of ISO/IEC17025:2005 in pesticide residue analysis. They are also involved in the routine activities of the laboratory such as sample collection, sample preparation, analysis, result compilation, method validation and maintenance of NABL accreditation of the laboratory. They have to handle and operate sophisticated equipments such as GC, GC-MS, LC-MS,

HPLC.

Research Officer (Master's Degree holder): -

Research Officers are required to handle the responsibilities of technical & Quality Management System (QMS) of ISO/IEC17025:2005 in pesticide residue analysis. They are also involved in the routine activities of the laboratory such as sample collection, sample preparation, analysis, result compilation, method validation and maintenance of NABL accreditation of the laboratory. They have to handle and operate sophisticated equipment such as, GC-MS, HPLC.

2.2 Laboratory Chemist (B.Sc. degree holder): -

Laboratory chemist are responsible for sample collection, sample preparation, analysis, result compilation and maintenance of NABL accreditation of the laboratory. Lab Chemist are also involved in routine activities of the laboratory and handling of sophisticated equipment such as GC, GC-MS, LC-MS.

TERMS & CONDITIONS:

- 1. The service provider (contracting agency) shall ensure that the manpower supplied in MPRNL Scheme should conform to the age, educational, technical qualification/specification and skill as prescribed by MPRNL Scheme and shall have the right to assess their performance.
- **2.** The manpower deployed shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of manpower goes on leave under intimation to this office.
- **3.** The manpower provided shall maintain secrecy and discipline in the premises of MPRNL SCHEME Hqrs., and DAC&FW Krishi Bhawan, P.C Cell, MPRNL Scheme and DPPQ&S, Faridabad. The attire of the manpower should be formal and decent and not in violation of office decorum. Any deviation will be viewed seriously and liable to penalty as deemed fit by the MPRNL.
- **4.** The average annual turnover of the bidder for each of the last three years should be at least Rs. 7,00,000/- (Rs. Seven Lakh only)
- 5. The selected agency shall provide the necessary personnel at the MPRNL SCHEME Hqrs. and DAC&FW Krishi Bhawan, P.C Cell, MPRNL Scheme and DPPQ&S, Faridabad 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.
- 6. The Contractor shall keep a complaint register with his representative, and it shall be open to verification by the authorized officer of MPRNL Scheme for the purpose. All complaints should be immediately attended to by the Agency.
- **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 Service Provider (Manpower Supply Firm) shall replace immediately any of its personnel who is found unacceptable to MPRNL Scheme because of conflict of interest, incompetence, improper conduct etc. upon receiving a notice from MPRNL Scheme. No association/trade union activities will be allowed by the manpower supplied by the agency.
- **9.** Changing of manpower shall be intimated to Scheme In-Charge, MPRNL scheme.
- **10.** The Service Provider (manpower supply firm) shall not sublet/ appoint any sub company/agency to carry out any obligation under the contract without prior written permission of the MPRNL SCHEME.
- **11.** The agreement may be terminated with two months' notice, in writing, from either side. If the service provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least two months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.

- **12.** 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 any office of the MPRNL.
- **13.** The required strength of manpower is indicative only. However, the deployment shall be as per the actual requirement and any increase/decrease in the actual deployed strength shall increase/reduce and payments will be made proportionately.
- **14.** The successful agency(ies) awarded the contract, shall be required to execute an Agreement as per specimen attached, on non-judicial stamp paper of Rs. 100.
- **15.** The Service Provider shall abide by all the law of land including labour laws Companies Act, welfare measure of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such bounden duty shall be the exclusive responsibility of the service provider and it shall not involve MPRNL SCHEME in anyway whatsoever. Compliance of these provisions shall be ensured at all times in making monthly payments.
- **16.** That in case service provider fails to make any statutory or contractual payment, then the MPRNL SCHEME shall have the right to realize this amount from the Security deposit of the Contractor.
- **17.** The monthly pay of the contractual manpower will be paid as per consolidated wages as detailed in **Schedule III** and pay slips will be issued to the manpower by the agency.
- **18.** The personnel so provided by the agency under this contract will not be the employees of the MPRNL and there will be no employer-employee relationship between the MPRNL and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
- **19.** Payment of wages to the firm shall be made by through PFMS/RTGS. Payment for service contract will be made upon submission of pre-receipted bill along with attendance sheets of the manpower.
- **20.** The tenderer should indicate only the service charges to be levied by them (in schedule-III) per person per month for providing services under this contract for the purpose of financial bid. No request for alteration in the service charges once quoted will be entertained within the period the contract is in force. However the total cost of tender would include all mandatory costs as indicated in Schedule-III along with the service charge to be quoted by the firm for providing the services.
- **21.**Bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.
- 22. 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 MPRNL 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 Scheme In Charge, MPRNL SCHEME shall be final and binding on the contractor.

- **23.** Income Tax in respect of individuals will be deducted from the payment due for the work done as per rule. TDS in respect of contractor will be deducted as per rules applicable from time to time.
- **24.** The manpower should not leave their positions unless and until the reliever comes. All the registers shall be kept/maintained in the concerned Section.
- **25.** Risk Clause: MPRNL SCHEME 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.
- **26.** The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and MPRNL shall in no way be responsible for settlement of such issues whatsoever.
- 27. The contractor/agency will furnish to the MPRNL SCHEME Hqrs. the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and 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 qualifications specified in this tender and also experience in for rendering the services to the MPRNL SCHEME Hqrs.
- **28.** The tendering agency shall be liable for depositing all taxes, levies, cess Service Charges etc. on account of service rendered by it to the MPRNL to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- **29.** 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 MPRNL SCHEME Hqrs. from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the MPRNL SCHEME Hqrs.
- **30.** The contractor/agency shall make payment of remuneration/wages to its personnel before 7th of every month by Cheque/RTGS in presence of an authorized representative of the MPRNL. After making the payment, the Contractor shall raise the bill on the MPRNL SCHEME Hqrs. for payment of the settled amount.
- **31.** Any loss, theft or damage to the life and/or property of the employees of the MPRNL SCHEME Hqrs. and/or property of the MPRNL SCHEME 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.

- **32.** In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the MPRNL besides annulment of the contract.
- **33.** The selected service provider shall ensure that the outsourced employees deployed by them shall display Photo ID cards whenever they are on duty. The ID Card must display the logo and the full address of the service provider in addition to the basic details of the employee.
- **34.** The monthly salary payable to each employee shall be fixed by MPRNL. The financial bids shall be compared for the total money outlay. The administrative charges/agency commission will be the crucial deciding factor for evaluating the lowest bidder and award of contract. The administrative/ service charges should be quoted in Indian rupees PER PERSON PER MONTH SEPARATELY FOR EACH CATEGORY of staff at minimum 0.5% (zero-point five percent).
- **35.**MPRNL shall maintain an attendance register in respect of employees deployed by the service provider. The wages/remuneration will be decided as per this attendance system. In case of late coming for more than half an hour, 1/2 day's salary will be deducted from individual's salary account.
- **36.** The outsourced employees can avail 08 days leave in one calendar year with prior permission/intimation for which there will be no deduction from salary. Carry forward of leave to next year is not permissible. No wage/ remuneration shall be paid to any staff for the days of absence from duty.
- **37.** The service provider shall provide replacement within 07 days of any person leaving the job due to his/her personal reasons or otherwise. Persons replaced should be possessing matching or higher qualifications and experience without any extra cost.
- **38.** MPRNL shall not be liable for any loss, accidents damage or theft of any personal belongings, equipment or vehicles of the employees engaged by the Service Provider.
- **39.** The service provider shall indemnify MPRNL against any loss or damage to Equipments/goods/materials etc. on account of negligence or fault of any employees engaged by the service provider.
- **40.** The employees engaged by the service provider shall be the employees or whatsoever of the service provider and it shall be the duty of the service provider to pay their salary every month. There shall be no master and servant relationship between the contractual staff hired from the service provider and the MPRNL. Such staff shall not claim or be entitled to any benefits of absorption/regularization of services under MPRNL.

- **41.** The employees of the service providers shall be prohibited from taking part in any strike, demonstration, dharna or any other agitation of such nature or forming/joining any labour/staff union.
- **42.** The service provider shall ensure that the personnel engaged are healthy and medically fit to work in the proposed role. Medical Certificate may be provided in cases where there is any doubt.
- **43.** The employees engaged by the service provider must not act against the interests of MPRNL. The employees shall not divulge or disclose to any person, any details of office, operational process, and technical know-how, security arrangements and administrative/organizational matters.
- **44.** The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement which shall be executed between the MPRNL SCHEME and successful bidder/ contracting agency.
- **45.**The MPRNL reserves the right to increase or decrease the manpower deployed to the organization.

LIQUIDATED DAMAGES:

- i.An amount equivalent to two days of contract amount subject to a minimum of ₹.2500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section, it will be brought to the notice of the supervisory staff of the firm by MPRNL SCHEME and if no action is taken within two hours liquidated damages clause will be invoked.
- ii.If the required number of workers/supervisor are less than the minimum required, a penalty of ₹ 500/- per worker per day will be deducted from the bill.

Notwithstanding anything above, the Scheme In Charge, MPRNL SCHEME reserves the right to reject any or all tenders in whole or in part without assigning reasons therefor. The decision of Scheme In Charge, MPRNL SCHEME shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

FINANCIAL BID

1. Name & Registered Address of the Manpower Company/Firm/Agency/: Contractor (In Capital Letters)

2. The contracting agency should quote only company charges per person per month emolument to be paid for the following category. Having examined the tender documents, we the undersigned offer to quote our best rates for engagement through outsourcing at MPRNL. We have read and understood all terms and conditions of contract given in the tender document. We are ready to take up the contract as per terms and conditions and following rate schedule:-

ITEM NO.	CATEGORY OF CONTRACTUAL MANPOWER	RATES OF MONTHLY EMOLUMENTS PER PERSON APPROVED BY MPRNL Indian National Rupees In words and figures	ADMINISTRATIVE CHARGES/SERVICES CHARGES/AGENCY COMMISSION (Including GST) (per person per month Indian rupees) minimum 0.5% (zero point five percent)
1	Research Officer (Doctorate degree holder) Research Officer	Rs. 40,000/- (Consolidated) Rs. 38,000/- (Consolidated)	
	(Master's degree holder)	KS. 30,000/- (Consolidated)	
2	Laboratory Chemist	Rs. 25,000/- (Consolidated)	

Place:

Signature of Authorized Person Name: Designation & seal

DRAFT SPECIMEN AGREEMENT

Whereas the MPRNL SCHEME has decided to assign the annual job work contract for providing...... (nature of job) :.....at MPRNL SCHEME at Krishi Bhawan, New Delhi & KAB-I & II, Pusa, NASC Complex, DPSM, 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:

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 MPRNL SCHEME shall have no liability on this account in any manner.
- **5.** That the Firm shall ensure that all persons deployed at MPRNL SCHEME premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 6. The MPRNL SCHEME 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 MPRNL SCHEME.
- **7.** The manpower deployed by the agency should work as per the working days and timings of the MPRNL SCHEME. No extra wages will be paid for attending office on weekends, holidays and late-sitting.
- 8. Wages to be paid to the contractual manpower will be as per fixed remuneration prescribed by Govt. of NCT of Delhi. Current wages and allowances will be as per **Schedule III**.

- 9. Monthly consolidated charges for job/ work contract for providing Contractual manpower services at MPRNL SCHEME is as per terms and conditions specified and scope of work as per Schedule-II in the tender document including all the taxes viz. service tax and other taxes as applicable will be paid to the firm by the MPRNL. The firm will raise a bill of this amount on 1st working day of every month and the payment released by the MPRNL through RTGS to the firm subject to satisfactory performance / delivery of contracted job / work/ services.
- **10.** The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.
- **11.** In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Scheme In charge, MPRNL SCHEME. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- **12** That the firm shall issue identity card to each of the workers engaged for entry in MPRNL SCHEME premises.
- **13.** That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- **14.** That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, MPRNL SCHEME shall cancel the contract.
- **15.** 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 labor (Regulation & Abolition) Act. 1970. Firm agrees to indemnify and keep indemnified the MPRNL SCHEME on account of any failure to comply with the obligations under various laws or damage to MPRNL SCHEME due to acts/omissions of Firm.
- 16. 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 MPRNL SCHEME and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the MPRNL SCHEME 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.
- **17.** The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. State Govt. / NCT of Delhi as applicable relating to this contract.
- **18.** In case of any loss or damage to the property of the MPRNL which is attributable to the firm, the full damages will be recovered from the firm as decided by MPRNL.

- **19.** The firm shall not transfer its right or sub- contract to anyone else.
- **20.** The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- **21.** 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.
- 22. 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 MPRNL in any manner.
- **23.** 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.
- **24.** The firm shall provide a Coordinator for immediate interaction with the organization.
- **25.** The terms and conditions as stipulated in the tender documents duly agreed by you are herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

1. An amount equivalent to two days of contract amount subject to a minimum of ₹. 2500/ will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section it will be brought to the notice of the supervisory staff of the firm by MPRNL SCHEME and if no action is taken within **one hour** liquidated damages clause will be invoked.

2. The Firm will not charge placement charges on any other account from the manpower deployed with the MPRNL. 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 manpower on any account.

3. 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.

4. If the required number of workers/supervisor are less than the minimum required as a penalty of \mathbf{E} . 500/- per worker per day will be deducted from the bill.

Note with standing anything above, the decision of the competent authority at MPRNL SCHEME 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 MPRNL SCHEME)

Witness:-

1._____2. _____

ANNEXURE –"X"

UNDERTAKING

I/We have read and understood MPRNL SCHEME's General Terms and Conditions contained in the application form. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by MPRNL Scheme.

I/We do hereby also accept MPRNL SCHEME have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to MPRNL SCHEME any changes in the condition 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) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize MPRNL SCHEME to approach individuals, employees, firms and corporations to verify our competence and general reputation.

> Signature:.... Name:.... Designation:.... Address:...

Place:

Date: