



GOVERNMENT OF INDIA
PROTECTION OF PLANT VARIETIES & FARMERS' RIGHTS AUTHORITY MINISTRY OF AGRICULTURE
DEPARTMENT OF AGRICULTURE AND COOPERATION
S-2, NASC COMPLEX, DPS MARG, OPPOSITE. TODAPUR VILLAGE, NEWDELHI-110012.
Tel: 011-25843315, 011-25840777, Fax: 011-25840478, E-mail: ppvfra-agri@nic.in

F. No. PPV&FRA/ACC/09

Dated: May 11, 2018

To

Subject: Engagement of Chartered Accountant Firm for maintenance of account & finalization thereof for the year 2018-19.

Sir,

PPV&FR Authority is a Central Autonomous Body established under PPV&FR Act, 2001 and nodal department is Department of Agriculture and Co-operation and Farmers Welfare under the Ministry of Agriculture and Farmer Welfare, Govt. of India. It has five branch offices located at Guwahati, Ranchi, Palampur, Pune and Shivamogga. Ministry is giving grants-in-aid to the Authority under Central sector scheme, which is being utilised as per the provisions of the Act. The organisation is maintaining its accounts on accrual basis of accounting and preparing its annual accounts in the formats prescribed by Controller General of Accounts for Central Autonomous Bodies. Financial autonomy was given to Authority w.e.f. 01.04.2008. Authority has submitted its annual accounts for the last 9 years and have been audited by CAG. The budget estimate (BE) for the year 2017-18 as approved by Ministry was Rs.17 crore and approved budget for 2018-19 is Rs.20.00 crore or may be more. Tender for engagement of Chartered Accountant (CA) services on monthly contract basis are invited for a period of three years as per requirement of PPV&FRA.

1. Details of Deposits:-

Earnest Money Deposit to be made by the Tenderer	: Rs. 10,000 (Rupees ten thousand only)
Performance Security Deposit to be made by the successful Tenderer:	: 5% of the annual value of contract
Date of release of Tender on line	: 11.05.2018
Last date and time for submission of Tender	: 02.06.2018
Date and time for opening of Technical Bid	: 05.06.2018 at 03.00 PM at committee room of PPV&FRA
Date and time for opening of Financial Bid	: 07.06.2018 at 3.00 PM at committee room of PPV&FRA

Authority intends to engage a C.A. Firm for three years to compile, consolidate and finalize the accounts based on applicable Accounting Standards and guidelines given by CAG for maintaining the accounts by Central Autonomous Bodies. Apart from review of existing systems and procedures of internal check & control system, the Firm of Chartered Accountant so engaged shall be required to do the following functions:

1. Maintenance of all the cash and journal vouchers and feeding thereof in the Tally Software.
2. Maintenance of all the Ledger Accounts & periodical scrutiny thereof.
3. Periodical Reconciliation of all the cash and bank transactions.
4. Finalisation of periodical Receipt and payment Account, Income and Expenditure Account and Balance Sheet along with their schedules & Annexures.
5. Maintenance & settlement of accounts of Branch Offices located at Guwahati & Ranchi, Palampur, Pune and Shivamogga.

6. Review & finalization of all receivable & payables as appearing in the accounts.
7. Compilation & furnishing of all the information required at the time of audit of Annual Accounts of the Authority by CAG.
8. Suggestion for improvement on the points raised by CAG.
9. Review and finalisation of Utilisation Certificates against Grants-in-aid received from GOI and adjustment of advances paid to various DUS Test Centres, Training Centres and other Institutions.
10. All taxation related matters.
11. Quarterly Management reporting about status of compilation, Consolidation & reconciliation of accounts and timely submission of statutory returns/ reports.

All the functions have to be carried out by hired CA Firm by deploying two staff out of which one should be at least CA (inter) staff at PPV&FRA office in New Delhi on regular basis from 9.00 AM to 5.30 PM on each working day.

The Firm is requested to submit tender on line in two bid system i.e. Technical and Financial bid as mentioned below:-

1. Name and address of the firm and year of establishment (proof should be attached).
2. No. of Partners in the firm showing their educational and professional qualification, experience etc. (proof should be attached).
3. Details of experience in accounting, taxation, auditing, consultancy in Central Autonomous Bodies (proof should be attached).
4. Annual turnover of the Firm should be 2 crore and above (proof should be attached).
5. No. of staff should not be less than 10 employed CA (Inter) more than one-year experience (List of Article should be attached).
6. No. of Article should be 20 Assistants with 2 years' experience in accounts & audit in tally and well conversant with tally in govt./Central Autonomous Bodies (List of Article should be attached).
7. The CA firm should be registered with the Controller General of Accounts for Central Autonomous Bodies (Self attested copy should be attached).

“Financial Bid” which shall contain monthly fee chargeable including all expenses excluding taxes and no extra payment will be made by the Authority.

Both the technical and financial bid no.-1 (Technical Bid) and another bid no.-2 (Financial Bid) may please be submitted on line and hard copy can be dropped in the Tender Box kept at the Reception counter of the Authority addressed to:

Registrar General,
PPV&FRA, S-2, 'A' Block, Opposite Todapur Village,
NASC Complex, DPS Marg,
New Delhi-110012
(<http://www.plantauthority.gov.in>)

The CA firm to whom the work is to be awarded will have to deposit Performance Security @5% of the total value of the contract by year and performance Security will be returned after of the contract.

The Technical bid shall be opened in the committee room of PPV&FRA, S-2, 'A' Block, NASC Complex, DPS Marg, New Delhi-110012 in the presence of the representative of Firms who wish to be present. At the first instance the technical bids shall be analyzed by the committee constituted for the purpose. At the second stage financial bids, of only those agencies/bidders will be opened who qualify in the technical bids. The Authority reserves the right to cancel the tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document without

assigning any reason, thereof.

Yours faithfully,



Joint Registrar & I/c Admin



PROTECTION OF PLANT VARIETIES AND FARMERS' RIGHTS AUTHORITY
 Ministry of Agriculture & Farmers Welfare
 S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-110012
 Tel No. -011-25843853, Fax:-01125840478

**INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR
 ENGAGEMENT OF CA FIRM FOR A PERIOD OF THREE YEARS AT PPV & FR AUTHORITY, S-2
 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS
 BRANCH OFFICES AT GUWAHATI, RANCHI, PALAMPUR, PUNE AND SHIVAMOGGA**

From:

**JOINT REGISTRAR AND IN-CHARGE (ADMINISTRATION),
 PPV & FR AUTHORITY, S-2 'A' BLOCK,
 NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE
 NEW DELHI- 110012.**

To

 (Name of the Agency)

Dear Sir(s),

Tenders are hereby invited on behalf of the Chairperson of the PPV & FR Authority, New Delhi under two- bid system for **JOB/WORK CONTRACT FOR A PERIOD OF THREE YEAR^S AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI, RANCHI, PALAMPUR, PUNE AND SHIVAMOGGA**

1. The terms and conditions of the contract are those as detailed in the tender forms and its schedules. Please submit your rates in the tender form in accordance with the requirements stated in the attached Schedules/Annexure.
2. An Earnest Money Deposit (EMD) of an amount of **Rs. 10,000/- (Rupees Ten thousand only)** must be enclosed with the Technical Bid in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque issued by any Nationalized Public Sector Bank in favour of **"PPV&FRA, New Delhi"** valid for a period of 60 days from the last date of submission of bid. A bid not accompanied by EMD shall be rejected. No overwriting or cutting is permitted in the tender documents. Any such bid with overwriting or cutting shall be rejected outright.
3. The tenderer cannot resile from his/her offer or modify the terms and conditions thereof subsequently. If the tenderer fails to observe and comply with the rates/tender offered by him/her, the aforesaid amount of EMD will be forfeited by the Authority. 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 within one month from the date of finalization of the tender. PPV&FRA shall pay no interest on the EMD.
4. Each page of the tender and the schedule to the tender and Annexure/(s), if any, should be signed by the tenderer.

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5. In the event of the space provided in the Schedule/ Form being inadequate 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 about the additional pages must be made in the tender form.
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/she 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/she must have authority to refer the dispute concerning the partnership to arbitration whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
7. If a tenderer does not accept the offer within 15 (fifteen) days of the issue of the letter of award by PPV&FRA, the offer made shall be deemed to be withdrawn without any notice & earnest money deposit shall stand 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 documents must be signed by every partner of the firm. If on enquiry it appears that the persons signing the tender or any other tender related documents had no authority to do so, the Authority shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages beside forfeiture of the EMD.
9. The EMD in form of Demand Draft or Fixed Deposit Receipt or Banker's Cheque shall be enclosed with the Technical Bid for "**Tender for Providing or Hiring CA Services in PPV&FRA**" in bold letters failing which the tender will not be accepted.
10. The rates quoted by each Agency for job/service contract in tender be given both in figures and words failing which the same is liable to be rejected. Tenders will be opened by the authorized officer/(s) of PPV&FRA.
11. Tenderer or his/her authorized representative may 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 behalf of the tenderer should be indicated in the tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.
12. An amount equivalent to 5% of the annual value of contract is to be deposited by the successful bidder as Performance Security Deposit only after receiving the communication from the PPV&FRA in the form of either an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee from a Nationalized Public Sector Bank in favour of the "PPV&FRA, New Delhi" with validity of 14 months from the date of initiation of the contract. In the event of non-deposit of the same, within the specified period, the earnest money deposit will be forfeited. The performance security deposit shall be forfeited/enforced by the Department on non-compliance of the terms of engagement by the service provider or frequent absence of manpower from the duty/misconduct of the manpower provided by the Agency.



13. No interest on Earnest Money Deposit shall be paid by the Authority to the tenderer.
14. Service Tax, if enhanced after awarding the contract in respect of this contract, shall be payable by PPV&FR Authority.
15. Chairperson, PPV & FR Authority reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Authority.
16. Decision of Chairperson, PPV & FR Authority shall be final for any aspect of the engagement of CA services. Disputes arising, if any, on the contract will be settled at the level of the Chairperson, PPV&FRA by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Chairperson, PPV & FR Authority in Delhi Jurisdiction. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
17. Letter of intent will be communicated by PPV&FRA to the successful bidder by fax, e-mail or any other form of communication as soon as possible.
18. The Authority does not pledge itself to accept the lowest or any other tender and also reserves to itself the right of accepting or rejecting any of the tender in whole or in part at the discretion of the Chairperson, PPV&FRA. Conditional tenders will not be accepted.
19. The manpower deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
20. The Authority 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.
21. The following document/vouchers are required to be enclosed with the technical bid (Schedule-I):-
 - (a) Minimum turnover of the Agency should not be less than Rs. 2,00,00,000/- (Rs. Two crore only) per annum during the last three financial years.
 - (b) Last three years' continuous experience of the Agency in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public organizations to be detailed in the enclosed form in a tabular pattern.
 - (c) Certified Balance Sheet of the Agency by Chartered Accountant for the last three years.
 - (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
 - (e) The Agency should be registered with Income Tax, Service Tax and other relevant statutory departments/Organization
 - (f) Successful tenderer will have to enter into a detailed Agreement with PPV & FR Authority on non-judicial stamp paper of Rs. 100/- (One hundred only) for providing the manpower services.
 - (g) Only those Agencies will be considered for financial bid who will qualify in the technical bid.
 - (h) PPV & FRA will not have any responsibility or obligation to absorb/give permanent job to the manpower deployed and shall be absolved of such obligations and responsibility at a later stage.



- (i) A certificate from banker of the tenderer about satisfactory maintenance/operation of bank accounts by such tenderer.

Yours faithfully,



**Joint Registrar & I/c Admin
PPV&FRA**

ANNEXURE 'A'

RATE OF REMUNERATION OF MANPOWER SERVICES TO BE PROVIDED BY THE AGENCY

Sl.No.	Scope of work and Qualification	No. of person/(s)	Rate per month excluding taxes
1.	Engagement of Chartered Accountant Firm for maintenance of Accounts & finalization thereof the year 2018-19.	02 (one should be Chartered Accountant (interpassed))	

1. Financial Bid shall be filled up by the agency clearly without any cutting and overwriting in figures and words.
2. Rate shall be mentioned only per month basis for three years clearly not in quarterly and yearly basis etc.

Signature of the Tenderer or his/her
Authorized Signatory

Qm/c

TENDERS FOR PROVIDING JOB/WORK CONTRACT AS PER ANNEXURE 'A' FOR A PERIOD OF THREE YEARS AT PPV&FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI, RANCHI, PALAMPUR, PUNE AND SHIVAMOGGA

Full Name & Address of the Tenderer
 In addition, 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 JOINT REGISTRAR AND (I/C ADMINISTRATION)
 PPV & FR AUTHORITY, S-2 'A' BLOCK,
 NASC COMPLEX, DPS MARG,
 OPP. TODAPUR VILLAGE,
 NEW DELHI-12.

I/we have read all the particulars regarding the general information and other terms and conditions for **ENGAGEMENT OF CA FIRM AS PER ANNEXURE 'A' FOR A PERIOD OF THREE YEARS AT PPV & FR AUTHORITY, S-2 'A' BLOCK, NASC COMPLEX, DPS MARG, OPP. TODAPUR VILLAGE, NEW DELHI-12 AND ITS BRANCH OFFICES AT GUWAHATI, RANCHI, PALAMPUR, PUNE AND SHIVAMOGGA** and agree to provide the services as detailed in the schedules enclosed and as will be indicated in your letter of Intent. I/we agree to hold this offer valid for 90 days. The rates quoted will be valid for a period of three years.

I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with the requirements of PPV & FRA.

2. The following documents are enclosed for kind consideration. Schedules I, II and III accompanying this tender contain _____ Pages.

- (i) Technical bid (schedule I) & duly completed and signed with EMD of Rs. 10,000/- (Rupees Ten thousand only) and all relevant documents.
- (ii) Terms & Conditions for engagement of CA firm (schedule II) duly completed and signed.
- (iii) Financial bid (schedule III) and duly completed and signed.
- (iv) Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque No. _____ dated _____ drawn on _____ (Name of the Bank Branch) for Rs. 10,000/- being the Earnest Money Deposit in favour of "PPV&FRA, New Delhi, payable at New Delhi.



3. Every page of tender document including all Schedules/Annexure has been duly signed by me.

Yours faithfully,

Date: _____

Signature of witness: _____

Name &

Designation of witness : _____

Address of witness : _____

Mobile No. of witness : _____

Signature & Official Seal of the Tenderer or his/her authorized signatory _____

Permanent Address: _____

Commercial Address: _____

Telephone No. (Office): _____

Telephone No. (Residence): _____

Mobile: _____



SCHEDULE-ITECHNICAL BIDPART -I

1(a)	Name of the Company/Firm /Agency	
1.	Full address with Post Box No and telephone no. if any of the Company/Firm /Agency Permanent Address: Business/Commercial Address:	
2.	Constitution of the Company/Firm /Agency (Attached copy)	
3.	<p>i. For Partnership firms, it may be indicated whether the firm has been registered under the Indian Partnership Act, 1932. Please also state further whether by the partnership agreement the partner who has signed the tender has been authorized to refer dispute concerning business of the partnership to arbitration.</p> <p>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 concerning business of the partnership to arbitration.</p> <p>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 otherwise its execution would be admitted by affidavit on a properly stamped paper by all partner(s).</p> <p>iv. Name, address, telephone no. of the proprietor/partner of the Company/Agency/Firm or if it is a Company, the same details of the Director(s) of the company.</p>	
4.	Name and full address of your banker, indicate bank A/c numbers and type of account (saving/ current).	
5.	Your permanent Income Tax No. / Circle/ Ward (copies of PAN/TAN and Service tax registration to be enclosed). In case of partnership firm/ company copies of PAN of the all partners / Directors to be enclosed.	

Signature of the Tenderer or his/her
Authorised Signatory



6.	Service tax Registration Number with validity period, if any.	
7.	Date of establishment of the Agency/Firm/Company	
8.	Whether registered with all concerned Government authorities (EPF/ESI etc.) and having licence under Contract Labour (Regulation & Abolition) Act, 1970 (copies of all such certificates of registration to be enclosed)	
9.	Any other relevant information	

PART -II

10.	Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque No., date & issuing bank details	An Earnest Money Deposit of Rs. 10,000/- (Rupees Ten thousand only) enclosed in the form of _____
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PART -III

11.	Name and address of the firm's representative and whether the firm would be represented at the time of the opening of the tenders	
12.	Name of the permanent representative to be Visiting PPV & FR Authority, New Delhi regarding the contract	

Date:**Place:**Signature of the Tenderer or his/her
Authorized Signatory

N.B. Please paginate supplementary pages, if added.



Details of Minimum 3 years experience/work done (Attach copy of Award Document)

Sl. No.	Name of Deptt./ Organization & Name of Contact Person with Ph. No.	Period		No. of Staff deployed	Remarks
		From	To		

Signature of the Tenderer or his/her
Authorized Signatory

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Schedule –II**TERMS AND CONDITIONS TO BE OBSERVED BY THE AGENCY INTERESTED TO PROVIDE SERVICE of CA Firm AT PPV&FRA.**

The undersigned has read the following terms & Conditions for submission of Technical Bid and Financial Bid in connection for engagement of CA firm for mainly accounts to PPV&FRA.

1. The staff shall attend duties punctually and alternative arrangements shall be made by the Agency if required whenever any of the members of staff remains away from duty.
2. Changing of staff deployed shall be with the approval of the Chairperson, PPV&FRA only.
3. The Chairperson, PPV & FR Authority reserves the right to reject any or all quotations in whole or in part without assigning any reasons thereof. The decision of Chairperson, PPV & FR Authority shall be final and binding on the Agency in respect of clauses covered under the contract.
4. The staff provided shall maintain confidentiality and discipline in the premises of PPV & FR Authority, New Delhi.
5. The agreement is terminable with one month notice by the Authority. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the service provider shall not be entitled to any claim for any absorption in any capacity in the Authority.
6. The CA firm shall not sublet the contract to any other Agency.
7. The Agency or its workers shall not misuse the premises allotted to them for any purpose other than the purpose for which the contract is awarded.
8. The Agency shall employ adults only who are good and reliable persons with good health. In case any of the staff so provided is not found suitable, the Authority shall have the right to ask for his/her replacement without giving any reason thereof and the Agency shall have to replace such manpower immediately.
9. The staff so provided by the Agency under this contract will not be the employees of the Authority at any point of time and there will be no employer-employee relationship between the Authority and the persons so engaged by the contractor in the aforesaid services shall be employees of the contractor only for all purposes.
10. Payment will be made on monthly basis upon submission of pre-receipted bill along with attendance sheets of the staff.
11. No request for alteration in the rates once quoted will be entertained during the period the contract is in force.
12. Passwords/ID to be in the knowledge of PPV&FRA.

Signature of the Tenderer or his/her
Authorized Signatory

Signature

13. The Agency will discharge all its legal obligations in respect of the staff to be employed/deployed by it 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 firm shall indemnify and keep indemnified PPV&FRA against any claims, loss or damages that may be caused to it on account of any failure on its part to comply with the obligations under various laws. In case of any dispute, the decision of Chairperson, PPV&FRA shall be final and binding on the contractor.
14. TDS in respect of the Agency will be deducted by PPV&FRA as per rules applicable from time to time.
15. PPV & FR Authority reserves the right to discontinue the service at any time by giving one month's notice if the, services of the Agency are found unsatisfactory and PPV&FRA has the right to award the contract to any other Agency at the risk and cost of the current Agency and excess expenditure incurred on account of this can be recovered by forfeiting/enforcing the Performance Security or from the pending bills of the Agency or by raising a separate claim.
16. The Agency shall be solely responsible for the redressal of grievances/resolution of dispute related to manpower deployed and Authority shall in no way be responsible for settlement of such issues whatsoever of the manpower.
17. The Agency will furnish to the PPV & FR Authority the full particulars of the staff sponsored including details like name, father's name, age, photograph, permanent address, telephone number, copies of credentials etc. and also ensure that the manpower deployed possess the requisite academic and experience for rendering the requisite services to the PPV & FR Authority.
18. The tendering Agency shall be liable to deposit all taxes, levies, cess etc. on account of service rendered by it to the Authority with the concerned tax collection authorities from time to time as per extant rules, regulations, laws and Acts on the matter and PPV&FRA does not own any responsibility in this regard.
19. The staff will be bound by office timings, duty of the PPV & FR Authority.

Signature of the Tenderer or his/her
Authorized Signatory



20. Any loss, theft or damage to the life and/or property of the PPV & FR Authority and its employees shall be compensated for by the Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the manpower deployed by the Agency.
21. The staff deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
22. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the Agency will be liable to be forfeited/enforced against the Agency by the Authority besides annulment of the contract.
23. The terms and conditions, as stipulated in the tender documents and enclosed herewith, shall be deemed to be part of the agreement.

LIQUIDATED DAMAGES CLAUSES:

24. Whenever and wherever it is found that the work is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by PPV & FR Authority and if no action is taken within one hour, liquidated damages clause will be invoked. An amount equivalent to two days of contract amount subject to a minimum of Rs.2500/- will be levied as liquidated damages per day.
25. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be brooked and such persons will have to be replaced immediately.
26. The Chairperson, PPV&FRA reserves the right to reject any or all tenders in whole or in part without assigning any reason thereof. The decision of the Chairperson, PPV&FRA shall be final and binding on the Agency in respect of any clause covered under the Contract.

Signature of the Tenderer or his/her
Authorized Signatory

N.B. All pages must be signed.



DRAFT SPECIMEN AGREEMENT

This Agreement is made at (place) on the day of Two thousand Eighteen between PPV & FR Authority (hereinafter called the Authority) through..... (designation of the authorized officer of PPV&FRA) which term shall include its successor in office, assignees etc. of the FIRST PART and (name & address of the Agency) (hereinafter called the Agency) which term shall include its authorized representatives, successors, heirs, assignees etc. of the OTHER PART.

Whereas the Authority has decided to assign the contract for engagement of CA at PPV&FRA, NASC Complex, DPS Marg, New Delhi to (Name of the Agency) 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 three years or for any extended period but can be terminated by the Authority by giving one calendar month's notice in writing of its intention to terminate the Agreement.
2. All staff posted at the premises of PPV&FRA shall at all time and for all purposes be deemed to be employees of the Agency and the PPV&FRA shall have no liability on this account whatsoever and in any manner.
3. That the Agency shall ensure that all staff deployed at the Authority premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
4. Authority shall have the right to ask for the removal from its premises any manpower considered by them to be incompetent, disorderly or for any other reason and such person shall not again be deployed without the consent of the PPV & FR Authority.
5. The staff deployed by the Agency should work as per the working days and timings of the PPV & FR Authority.
6. The Agency will raise a bill to the staff deployed every month and the payment will be released by the Authority in the form of RTGS to the Agency subject to satisfactory performance / delivery of contracted job / work/ services.
7. The deduction of income tax from the bills of the Agency will be made at source as per rates and rules applicable from time to time. The deduction of income tax from the manpower provided by the Agency will be done by the Agency and copy of the same will be submitted to the Authority.
8. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Chairperson, PPV & FR Authority in Delhi Jurisdiction. The decision of the sole arbitrator shall be final and binding in all disputes between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
9. The Agency shall issue identity card to each of the workers engaged for entry in PPV & FR Authority premises.
10. The Agency shall ensure the successful implementation of the terms and conditions of the Agreement by proper control and supervision of the work.



11. In case the Agency fails to perform any of the terms and conditions of this Agreement or commits any breach of contract, Chairperson, PPV & FR Authority shall have the right to cancel the contract.
12. The Agency agrees to indemnify and keep indemnified the Chairperson, PPV & FR Authority against any eventuality on account of failure of the Agency to comply with the legal obligations under various laws and on account of negligence on the part of the Agency or the staff supplied by them.
13. The contract is subject to the conditions that the Agency shall comply with all relevant laws and bye-laws of Central Govt./State Govt. /UT/ NCT of Delhi as applicable from time to time relating to this contract.
14. In case of any loss or damage to the property of the Authority which is attributable to the Agency, the full damages will be recovered from the Agency.
15. The Agency shall not transfer its right of work to PPV&FRA to any other Agency or sub- contract the same to any other Agency.
16. The Agency or its staff shall not misuse the premises allotted to them for any purpose other than the purpose for which the contract is awarded.
17. The Agency shall devote its full attention in service to ensure highest quality in all respects and discharge its obligations under the contract with trust, diligence and honesty.
18. The manpower deployed by the Agency will be accepted once found suitable after necessary suitability assessment by PPV&FRA.
19. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the Agency and not by PPV&FRA in any manner.
20. There will be surprise checking by an Officer of the Authority. Shortcomings, if any, pointed out by such officer shall be rectified by the Agency within 24 hours of its being brought to its notice.
21. The Agency shall have a Co-ordinator for immediate interaction and coordination with the PPV&FRA.
22. The terms and conditions, as stipulated in the tender documents and enclosed herewith, shall be part of the Agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE

23. Whenever and wherever it is found that the work of a staff provided by the Agency is not up to the mark in any Section, it will be brought to the notice of the supervisory staff of the Agency by PPV & FR Authority and if no action is taken within one hour liquidated damages clause will be invoked. An amount equivalent to two days of contract amount subject to a minimum of Rs.2500/- will be levied as liquidated damages per day.
24. Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be brooked and such persons will have to be replaced immediately.

The decision of the Chairperson, PPV & FR Authority shall be final and binding on the Agency in respect of any clause covered under the contract and any matter incidental thereto.

IN WITNESS whereof the parties have executed these presents on the day, month and year as mentioned hereinabove.

(Name, Address and Signature _____
of the Tenderer or his/her Authorized Signatory _____
of the Agency) with Official Seal _____

(Signature of the Officer on
behalf of PPV & FR Authority)
with Official Seal

WITNESS

- 1. Name of witness _____
Signature of witness _____
Address of witness _____

- 2. Name of witness _____
Signature of witness _____
Address of witness _____

WITNESS

- 1. Name of witness _____
Signature of witness _____
Address of witness _____

- 2. Name of witness _____
Signature of witness _____
Address of witness _____

