

भा.कृ.अनु.प.—भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
पी.ए.यू. परिसर, लुधियाना
P.A.U. Campus, Ludhiana -141004
iimr.icar.gov.in; Tele: 0161-2430038

F.No. 44-01/Tenders /IIMR/18-19 (Farm Delhi)

Date: 17.11.18

सेवा में,

To,

M/s _____

निविदा दस्तावेज
TENDER DOCUMENT

निदेशक, भारतीय मक्का अनुसंधान संस्थान, पं.कृ.वि.परिसर, लुधियाना द्वारा पंजीकृत फर्मों से, जिनके पास पर्याप्त अनुभव हैं, भारतीय मक्का अनुसंधान संस्थान, पूसा परिसर, नई दिल्ली में फार्म ऑपरेशन सेवाओं के लिए वर्क कॉन्ट्रैक्ट हेतु ईलेक्ट्रॉनिक निविदाएं आमंत्रित की जाती हैं।

On behalf of the Director, ICAR-IIMR, Ludhiana electronic Tender/Quotations are invited for **“WORK CONTRACT FOR FARM OPERATION SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH UNIT OFFICE, PUSA CAMPUS, NEW DELHI”** from registered firms having sufficient experience in this field.

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल (Central Public Procurement Portal) से डाउनलोड किया जा सकता है। बोलीदाताओं से आग्रह है कि वे पोर्टल (<https://eprocure.gov.in/eprocure/app>) के माध्यम से निविदा (तकनीकी बोली व वित्तीय बोली अलग-अलग) जमा कराएं। ईएमडी (डिमांड ड्राफ्ट के आकार में) तकनीकी बोली के साथ कार्यालय, आईआईएमआर पीएयू कैंपस लुधियाना में देय तिथि से पहले जमा करना है। अंतिम तिथि के बाद निविदा / उद्धरण को स्वीकार नहीं किया जा सकेगा। मांग ड्राफ्ट को किसी भी राष्ट्रीयकृत/वाणिज्यिक बैंक से बनाया जा सकता है, जो DIRECTOR ICAR-IIMR LUDHIANA के पक्ष में देय हो।

The tender document may be downloaded from the Central Public Procurement Portal (CPP Portal). **Bidders are required to submit the tenders (Technical and Financial bid separately) online through CPP Portal only** (<https://eprocure.gov.in/eprocure/app>). **The EMD in the shape of Demand Draft alongwith the hard copy of technical bid** is to be submitted in the Office, IIMR, PAU Campus, Ludhiana before the due date and time failing which the tender/quotation will not be entertained/accepted. The Demand Draft is to be made in favour of **“DIRECTOR ICAR-IIMR LUDHIANA”** from any nationalized bank payable at Ludhiana.

The Director, IIMR, Ludhiana reserves the right to accept or reject any or all the offers without assigning any reasons.

निविदा जमा करने की अंतिम तिथि : 11.12.18 till 1030 hrs.

Last date for submission of quotation

तकनिकी निविदा खोलने की तिथि : 12.12.18 at 1100 hrs.

Opening of Technical bids/quotations

THIS TENDER DOCUMENT HAS THE FOLLOWING CHAPTERS:

Chapter I : Instructions to Bidders

Chapter II : Conditions of Contract

Chapter III : Schedule of Requirements

Chapter IV : Specifications and Allied Technical Details

Chapter V : Price Schedule (to be utilized by the bidders for quoting their prices)

Chapter VI : Contract Form

Chapter VII : Other Standard forms

यदि हिंदी अथवा अंग्रेजी संस्करण में कोई विसंगति पाई जाती है तो अंग्रेजी संस्करण मान्य होगा।

In case of any discrepancy in Hindi and English version, the english version will be final.

Sd/-

प्रशासनिक अधिकारी
(Administrative Officer)

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Chapter – I: Instructions to Bidders

On behalf of the Director, ICAR-IIMR, Ludhiana electronic Tender/Quotations are invited to award **WORK CONTRACT FOR FARM OPERATION SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH UNIT OFFICE, PUSA CAMPUS, NEW DELHI** for a period of one year from registered firms having sufficient experience in this field.

1. The last date for submission of Tender is **11th December, 2018 till 1030 hrs.** The quotation/bid is to be submitted online through CPP Portal only. Bid received after the due date will not be entertained at all. The technical bids will be opened on **12th December, 2018 at 1100 hrs.** Offline tenders will not be accepted.
2. The Institute is not bound to accept the lowest tenders and also reserve the right with itself of accepting the tenders in whole or in part. You are however at liberty to submit the 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. Moreover, conditional Tenders will not be accepted.
3. It will be the liberty of the firm/contractor to be present or to authorize its representative to be present at the opening of the tender on due date, if they wish, which may please be mentioned in the tender documents. Please also state the name & address of your permanent representative, if any.
4. The service provider in whose favour the tender is accepted has to deposit security money in the form of Bank Guarantee/FDR in favour of **“DIRECTOR ICAR-IIMR LUDHIANA”** for the contractual period within 15 days from the date of issue of Principal Letter of Approval (PAL). The Bank Guarantee/FDR should be equivalent to 10% of the total monetary value of work. The work order to the successful bidder will only be issued on the deposition of security money within the stipulated period. In the event of non-deposition of the same, it will be presumed that firm is not interested to undertake the awarded work leading to forfeiture of its earnest money or any action deemed fit as per the rule of ICAR. The security money will be refunded after the expiry of the contract subject to satisfactory performance during the period of contract.
5. If tenderer does not accept the offer, after issue of letter of award by IIMR within 15 (fifteen) days, the offer made shall be deemed to have been withdrawn without any notice and Earnest money will be forfeited. The rates so quoted shall remain unchanged during the period of the contract and will not be modified/altered at all.

6. An **EMD of Rs. 55,000/-** (Rupees Fifty Five Thousand only) must be deposited in the form of Demand Draft/Bankers Cheque in favour of **DIRECTOR ICAR-IIMR LUDHIANA** and payable at Ludhiana. Bids not accompanied with valid EMD will not be considered. Whoever availing exemption for submission of EMD must submit the original/certified copy of certificate (alongwith technical proposal) clearly mentioning the said exemption in the certificate.
7. The total set of tender document should be uploaded intact also affixing tenderers signature on all pages of the tender document and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, 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. Overwriting/erasing of the rates by the tenderer are not allowed, failing which will invite the summarily rejection of the tenders. The rates quoted in tenders should be mentioned both in words and figures.
8. The firm/Contractor in whose favour the contract is finalized has to sign **Agreement Deed for the contract of engagement of labour on non-judicial stamp paper of Rs. 100/- at his cost.**
9. **The quoted rates (in the enclosed Schedule/Price Bid) should include cost of each and every item including wages (as per minimum wages act of Government), EPF, ESI, Bonus, GST, Service charge etc. The IIMR shall not bear any extra charge(s) on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, ESI, Bonus, GST, transportation, service charges etc. The contractor is bound to pay the revised wages from time to time, however, IIMR will not be liable to bear extra cost arising out of revision of wages from time to time. The rate quoted below the minimum wages or ignoring statutory obligations will not be acceptable. Since, this is a work contract and not person contract thus, this should be kept in mind while quoting the rate for farm operations as per price bid for the whole period.**
10. The tenderer is being permitted to tender the consideration of the stipulations of his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof. **If the tenderer fail to observe and comply with the forgoing stipulations, the amount of Earnest Money will be forfeited.**
11. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules 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 business of 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.

12. 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. A person signing the tenders 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 Council/IIMR 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, if any, should be signed by the tenderer.
13. Acceptance by IIMR will be communicated by e-mail or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the e-mail etc. should be acted upon immediately.
14. **The following documents must be enclosed along with tenders/quotations duly filled in failing which tenders/quotations will be declared as non-responsive and will not be considered. These are the technical terms and conditions:**
- (a) Registration certificate of the firm under the work contract of the Govt. of any State Government.
 - (b) Last three years continuous experience of the firm in the field of providing such services in Govt. establishments/ Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organizations/international organizations. Provide the details in enclosed tabular form. Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
 - (c) Certified Balance Sheet of the firm for last 3 years of the service contract by the Chartered Accountant.
 - (d) Employee EPF registration certificate issued by local govt. / central govt.
 - (e) Employee ESI registration certificate issued by local govt. / central govt.
 - (f) Nos. of staff/supervisors registered under ESI and EPF separately. Minimum 50 nos. (staff/supervisors) required with their ESI and EPF contributions. Documentary proof of vouchers to be required and may be attached.
 - (g) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain the labour license under this Act within one month of issuing of work order. Existing labour licence may be enclosed, if applicable.
 - (h) GST registration certificate issued by Govt. Any exemption from GST, if applicable, may be mentioned with supporting documents.
 - (i) Permanent Account Number (PAN) of the firm allotted by the Income Tax Department.
 - (j) In the last three financial years, the firm should have the turnover of Rs. 10,00,000/- (Rs. Ten Lakh only) in any year.
 - (k) An undertaking as per Annexure to the effect that the firm has not been black-listed by any Govt. establishments/ Autonomous bodies of Govt. of India/Corporations of Govt. of India/ reputed public or private organizations/international organizations.

15. **The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR 2017) (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications. As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'-**
- a) Up to five years from the date of its incorporation/registration,
 - b) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees Twenty five) crore
 - c) It is working towards innovation, development, deployment or commercialisation of new products, processes or services driven by technology or intellectual property;
 - d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.
16. **The technical bids and financial bids should be submitted separately. Only those firms will be considered for financial bid who will qualify in the technical bid.**
17. Tenderers should note that their offer should remain open/valid for acceptance for at least 90 days from the date of opening of the financial proposal.
18. After acceptance before execution of order the firm needs to sign an agreement/contract with the Institute (IIMR).

Director, IIMR reserves the rights to reject any or all tenders in whole or in part without assigning any reasons thereof. The decision of Director, IIMR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Important Notes:

1. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission".
2. Only bids received on e-tendering portal will be considered for opening. Bids in any physical form sent through fax/email/courier/post/delivered personally will not be considered.
3. IIMR will not be responsible for any delay in enrollment or submission of the offer/up-loading the offer on e-tender portal for any reason whatsoever. Hence vendors are advised to register in e-tendering website & enroll their Digital Signature Certificate (Class – II or above) and upload their quotations well in advance to avoid last minute problems.
4. Any Addendum/Corrigendum/date extension in respect of above tender shall be issued on our website iimr.icar.gov.in and CPP Portal only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website (iimr.icar.gov.in) to keep themselves updated.

Sd/-
(Administrative Officer)

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Chapter – II: Conditions of Contract

The general terms and conditions of the contract are given below:

1. Decision of Director, IIMR will be final and binding on all parties.
2. The firm/contractor agrees to discharge all their legal obligations of their employees in respect of their wages and other 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 agrees to indemnify and keep indemnified the Council/IIMR from any claims, loss or damages that may be caused to Council/IIMR on account of the any failure to comply with the obligations under the various laws.
3. **The contractor will be solely responsible for compliance of various statutory obligations (including the financial liabilities like revision of minimum wages etc.) under the Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, ESI, EPF & MP Act, 1952, Employees' Provident Funds (Amendment) Scheme, 2014, Employees Pension (Amendment) Scheme, 2014, Industrial Dispute Act & all the laws & Rules as applicable from time to time during the period of contract. As and when the wages are revised by Ministry of Labour (Central/State Govt.), the revised rate shall be paid by the contractor strictly and IIMR will not be liable to bear extra cost arising out of revision of wages.**
4. **The service provider will have to maintain EPF/ESI account of each person deployed at IIMR, New Delhi and submit the separate ESI, ECR, e-challan and salary/wages register of P.F. deduction of contractual manpower employed in IIMR alongwith GST document of the preceding month while producing the bill of current month. In no case, IIMR will be responsible for any liabilities/ suits/ litigation or otherwise/obligation/ commitment/ liability to any party (ies) or person (s) whatsoever. The minimum rate quoted by the tenderer should be in accordance with the minimum wage as fixed by labour commissioner, central/ state govt.**
5. The contract can be terminated by giving one month notice on either side that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched to the address herein given under registered post. IIMR will have no responsibility for any loss/damage caused to firm.

6. If firm is not able to perform their part under the agreement for continuous period of 10 days or more, IIMR reserves the right to terminate the contract immediately without the notice and in such a case the security deposit will be forfeited.
7. The firm will be responsible for all obligations for providing security / insurance of the person(s) deployed by him for the purpose at IIMR.
8. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer/firm.
9. The contractor/firm and its employees will not cause or permit any nuisance on the site and/or do anything, which may cause un-necessary disturbance/or inconvenience to the employees of IIMR.
10. The firm shall ensure not to loss(es)/damage(s) happened due to negligence of the persons provided by him to IIMR while on duty. If it happens, the decision of the Director, IIMR in this regard shall be final and binding on all parties concerned.
11. The contract will be initially for one year. However, Director, IIMR reserves the right to extend the period of contract in the interest of the Institute under same rates and terms and conditions.
12. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by firm and IIMR will not entertain any claim whatsoever in this respect. The GST/TDS/Income tax or any other Tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the firm, as per rules/ instructions made applicable from time to time by government.
13. The contractor should ensure that the person deployed must be free from infectious diseases and criminal proceedings. The contractor will ensure the police verification of the workers being deployed at the institute.
14. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time. All Disputes will be subject to Ludhiana jurisdiction. The contract will govern by the laws of India for the time being in force.
15. Decision of Director, IIMR 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/her 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, IIMR. The decision of the sole Arbitrator so appointed shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The successful firm will have to sign an agreement to the effect that they shall agree to the settlement

of disputes through such arbitration and they bind themselves to get by the decision of the arbitrator, which is included in the agreement form.

16. The firm/contractor shall submit **pre-receipted bills duly completed in all respects per month in triplicate** for the work in the first week of following month in the name of **Director, IIMR, Ludhiana**. The payment for a month will be made through online bank transfer (RTGS/NEFT) in the following month within 15 days of receipt of bills in office. The work order will be awarded subject to the condition that the firm will make payment to the workers first and then raise the bill. **The contractor shall submit his monthly bill with the following: (a) A detailed wages sheet showing list of workmen with their name, no. of days worked during the month, wages admissible, EPF/ESI deductions, Net amount payable to each employee, statement showing that the wages have been transferred to the bank account of the workmen, self certified by the authorized representative of the firm on this statement as a token of proof that the wages as shown in the wages sheet have been transferred to the bank account of workmen in his presence (b) self certified copy of challan of deposition of EPF/ESI (for previous months) in respect of the workers of this institute separately. In case, the services provided are not up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of the Director, IIMR whose decision shall be final and binding on the agency.**
17. **IIMR will randomly check the compliance of EPF Act, 2014 and EPF contribution in the proforma attached as Chapter VII. Non-compliance of the EPF & MP Act, 1952, EPF Act (Amendment) Scheme 2014 and Employees Pension (Amendment) Scheme, 2014 by the contractor(s) will invite statutory actions under EPF & MP Act u/s 406/409 of IPC for misappropriation of P. F. dues. A list consisting the details of the identity card no., UIN/EPF No, and ESI Card No. of the worker will have to be submitted to the office within 2 months after the start of work.**
18. The normal office hours of IIMR are from 0930 hrs to 1630 hrs (Monday to Saturday). However, IIMR reserves the right to depute/assign the duty to the contractual personnel in field on Sunday/Holidays and beyond office hours without any financial liabilities on the part of IIMR.
19. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the firm whenever anyone of staff/supervisor is to go on leave under intimation to this office, the firm shall depute some other similar trained personnel for performance of duty.
20. Changing of Staff/Supervisor should be intimated to the Officer-in-charge.
21. The staff provided should also maintain discipline in the premises of IIMR. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
22. The contractor shall not sublet the work without prior written permission of the IIMR.

23. The persons so provided by the agency under this contract will not be the employee of the IIMR and there will be no employer-employee relationship between the IIMR and the person so engaged by the contractor in the aforesaid services.
24. The workers provided by the firm should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the register, which are kept at concerned Section.
25. The works as shown in the price bid will be awarded on “job contract” basis only and will have to be carried out in consultation with the Farm superintendent as well as respective in-charges.
26. The Seasonal nature of the work has to be given top priority.
27. In case of any accident/ Loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
28. In compliance to Rule 78 of the Contract Labour (Regulation and Abolition) Central Rules 1971, the contractor shall maintain the (a) Muster Roll (b) Wage Register (c) A register of deduction for damage or loss (d) Register of Fines (e) Register of advances (f) Register of Overtime, (g) Wage Slip.
29. In compliance to Rule 81 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall also display notices showing rates of wages, hours of work, wage period, dates of payment, names and addresses of the Inspector.
30. In compliance to Rules 75, 76, 77 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall maintain a register of workers in Form XIII and issue Employment card to each worker in Form XIV and shall also issue service certificate to every workman on his termination in form XV.
31. **In compliance to provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952, and the Employees State Insurance Act, 1948, the contractor shall provide each workman the Identity Card as received from ESIC for enabling him and the members of his family to avail the medical services from ESIC dispensary. The contractor shall provide other details also. The contractor shall provide each workman the UIN/PF number allotted to him and the Contribution Card.**
32. IIMR reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/EPF dues in respect of the persons deployed at IIMR. The amount as shown in the challan of EPF/ESI must tally with the total deductions, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
33. IIMR at its sole discretion will terminate the agreement in case of following contingencies.
 - a. If the agency fails to execute the work entrusted to the satisfaction of IIMR of which IIMR shall be the sole judge.
 - b. If the agency fails to discharge their legal obligations towards the employees/personnel employed at IIMR premises.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum of Rs. 500/- 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 IIMR and if no action is taken within **one hour** liquidated damages clause will be invoked.

Sd/-
(Administrative Officer)

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Chapter – III: Schedule of Tentative Requirements at IIMR, New Delhi

Total Field Area : Kharif: 10 Acres
Rabi: 2.5 acres

Requirement may increase or decrease depending on season.

There is no binding on the institute to strictly follow the above mentioned requirement.

Sd/-
(Administrative Officer)

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Chapter – IV: Specifications and Allied Technical Details

Technical Bid

(A) Particulars

S.No.	Particulars	Description
1	Name of the Firm/Agency	
2	Full Address with Post Box No. and Telephone No. and e-mail id	
3	Constitution of the Firm/Agency (a) Indian Companies Act, 1956 (b) Indian Partnership Act, 1932 (please give names of partners) (c) Any other Act, if not, the owners 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)	
4	Details of EMD	
5	Registration No. of the firm	
6	Experience (in years) (details to be provided)	
7	Balance Sheet of the firm for last 3 year	
8	EPF registration No.	
9	ESI registration no.	
10	List of staff/supervisors registered under ESI and EPF separately	
11	Copy of labour licence (Attached/Not attached)	
12	GST registration certificate	
13	Permanent Account Number (PAN) of the firm	
14	Turnover of the firm during any one of the last 3 years	
15	Undertaking that the firm has not been black-listed	

16	Name and Address of the firm's representative and whether the firm would be representing at the opening of the tenders	
17	Name of Permanent Representative to be visiting IIMR, PAU Campus, Ludhiana regarding the contract	

(B) Details of the experience/work done

Sl.	Name of the Deptt./Organisation & name of contact person with Ph. No.	Period		No. of staff deployed	Remarks
		From	To		

1. I/We have read all the particulars regarding the General information and other terms and conditions of the contract for **“PROVIDING FARM OPERATION SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH UNIT OFFICE, PUSA CAMPUS, NEW DELHI”** 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 price bid to this tender and I/We agree to hold this offer open till 90 (ninety) 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.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.
3. Every page so attached with this tender bears my signature and the office seal.

Yours faithfully,

Dated:

Name and signature of Witness _____ **Signature & Seal of the Tenderer** _____

Address _____ **Telephone No. Office** _____

Occupation _____ **Resi. Mobile** _____

भा.कृ.अनु.प.–भारतीय मक्का अनुसंधान संस्थान
ICAR-Indian Institute of Maize Research
 पी.ए.यू. परिसर, लुधियाना

P.A.U. Campus, Ludhiana -141004

iimr.icar.gov.in; Tele: 0161-2430038

Chapter – V: Price Schedule

Name of the farm operations under different categories with their weightage at IIMR, New Delhi				
S. No.	Name of the operations	Category	Weightage (%)	Rate quoted by contractor (Rs)
A1	Hand Weeding with khurpi and weed disposal per ha	A	30	
A2	Birds scaring per day per ha (5:30 AM to 7:30 PM) - Contractor consider two labours per day for minimum size also) minimum size of field 0.2 ha.			
A3	Irrigation per ha per irrigation			
A4	Silking of 1000 maize plants (it is continuous process approximately one month)			
A5	Covering with tassel bags, stapling tassel bag pollination (Selfing/crossing) of plants per 500 plants (it is continuous process approximately one month)			
A6	Labelling / paint marking of self/crossed plants etc per 1000 plants			
A7	Harvesting of self/crossed/normal cobs in maize experiments per 500 cobs			
A8	Mass harvesting, carriage, drying and storage of maize (seed production or general) crop per ha			
A9	Manual shelling of individual cob and cleaning per 400 cobs			
A10	Manual harvesting of wheat/mustard/chickpea/mungbean/ per ha			
A11	Threshing (including drying of unprocessed seed, packing, carriage, storage of seed and by product) of wheat/chickpea/mustard/mungbeanetc) per quintal			
B1	Basal fertilizer application (NPK, Zn, Gypsum etc.) per ha	B	25	
B2	Sowing of maize by hand dibbling per ha			
B3	Foliar/top dressing of fertilizer in standing crop per ha per application			
B4	Spraying of insecticide/herbicide per ha (machine and chemical will be provided by IIMR)			
B5	Insecticide granules application per ha (chemical will be provided by IIMR)			

Name of the farm operations under different categories with their weightage at IIMR, New Delhi				
S. No.	Name of the operations	Category	Weightage (%)	Rate quoted by contractor (Rs)
B6	Earthing up and lifting of plants after earthing up / ha			
B7	Seed packeting for maize includes seed putting, packet labelling, stapling, sorting and boxes preparation per 200 packets			
B8	Bed preparation, Plot preparation/ridge preparation/path preparation per ha			
B9	Thinning & gap filling in maize per ha			
B10	Sowing of wheat/mustard/chickpea/mungbean per ha			
C1	Complete job of tag preparations + stick fixing + tag writing + putting tags etc. per 100 entries	C	20	
C2	FYM/ Vermi compost/straw spreading per ha			
C3	Bund/channel making (15"high) (manual) for water irrigation channel for 100 meter length			
C4	Bund/channel making (30"high) with 30" width (manual) for water logging trial for 100 meter length			
C5	Cleaning of bund/drainage/road/path per 100 m			
C6	Bulk shelling of in maize per quintal			
C7	Seed counting for maize 100 samples/day @ 100 seeds per sample			
C8	Measuring of grain moisture % per 100 samples			
C9	Parthenium/weeds removal manually from the standing crops per ha			
D1	Layout of field experiment per ha	D	15	
D2	Collection and removal of stubble, stones, tassel and pollination bags, waste garbage from the field /ha			
D3	Digging of pit / cubic feet			
D4	Seed/grain cleaning/50 kg manually			
D5	Load/unload fertilizer bags (100 bags of 50 kg each)			
D6	Load/unload grain/seed bags (100 bags of 50 kg each)			
D7	Sun-drying, packing and un-packing of maize ears from nylon or cloth bags and bird watching while sun-drying – 100 net/cloth bags per day			
D8	Manual corner digging, levelling, of field corners per 100 square meter basis			
D9	Erection of fence with G.I. wire (3 Strings) & Bamboo poles at 10 ft spacing for avoiding pig damage (Rate per meter)			
D10	Fixing of Bird scaring taps/Acre (Contractor should			

Name of the farm operations under different categories with their weightage at IIMR, New Delhi				
S. No.	Name of the operations	Category	Weightage (%)	Rate quoted by contractor (Rs)
	include bamboo, tiding rope and labour charges, IIMR will provide only Bird Scaring tap)			
E1	Artificial infestation of plants- 100 no's /day; involve preparation of egg masses for pinning, release of stem borer eggs/neonates (100 numbers/day)	E	10	
E2	Tooth pick inoculation of plants with pathogens Macrophomina, & amp; Fusarium for 100 plants/day			
E3	Splitting of individual stems at the time of harvesting for recording PFSR disease data for 100 plants/day			
E4	Pot filling with soil/ 100 pot			
E5	Glassware and plasticware cleaning /100 no's /day			
E6	Sample preparation, grinding of plant, leaf, grain , soil - (50 nos/day)			
E7	Sowing in pot - 200 pots/day			
E8	Weeding in pot - 150 pots /day			
E9	Watering in pot - 200 pots/day			
E10	Harvesting in pots - 200 pots/day			
E11	Pot Experiment path way cleaning /Square meter			
E12	Powdering of zinc /gypsum for 50kg			
E13	Thinning & gap filling for wheat/mustard/ chickpea/ mungbean per ha			

NOTE:

- The selection of the lowest quotee will be made after giving % weightage as above on the consolidated amount of actual as in A to E.
- Bids quoting 'NIL' charges against any activity from A1 to E 13 shall be treated as unresponsive and will not be considered.

Signature of the Firm with Seal

Date :-

Phone No. -

Place: -

Email id –

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Chapter – VI: Contract Form

This agreement is made at _____ on _____ day of _____ between _____ (designation of the competent authority in the Instt.) through _____ which term shall include its successors, assignees etc. on the first part and _____ (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the _____ (hereinafter called the Institute) has decided to assign the _____ at _____ to the firm on the terms and conditions hereinafter contained.

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

1. This agreement shall come into force w.e.f. _____ and will remain in force for a period for one year but can be terminated by _____ by giving, one calendar month's notice in writing of its intentions to terminate the Agreement. The Agreement can be renewed, on mutually agreed terms.
2. The firm shall be responsible for annual job work contract for providing _____ at _____.
3. The firm/contractor agrees to discharge all their legal obligations of their employees in respect of their wages and other 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 agrees to indemnify and keep indemnified the Council/IIMR from any claims, loss or damages that may be caused to Council/IIMR on account of the any failure to comply with the obligations under the various laws.
4. **The contractor will be solely responsible for compliance of various statutory obligations (including the financial liabilities like revision of minimum wages etc.) under the Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, ESI, EPF & MP Act, 1952, Employees' Provident Funds (Amendment) Scheme, 2014, Employees Pension (Amendment) Scheme, 2014, Industrial Dispute Act & all the laws & Rules as applicable from time to time during the period of contract. As and when the wages are revised by Ministry of Labour (Central/State Govt.), the revised rate shall be paid by the contractor strictly and IIMR will not be liable to bear extra cost arising out of revision of wages.**
5. **The service provider will have to maintain EPF/ESI account of each person deployed at IIMR, New Delhi and submit the separate ESI, ECR, e-challan and salary/wages register of P.F. deduction of contractual manpower employed in IIMR alongwith GST document of the preceding month while producing the bill of current month. In no case, IIMR will be responsible for any liabilities/ suits/**

litigation or otherwise/obligation/ commitment/ liability to any party (ies) or person (s) whatsoever. The minimum rate quoted by the tenderer should be in accordance with the minimum wage as fixed by labour commissioner, central/ state govt.

6. The contract can be terminated by giving one month notice on either side that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched to the address herein given under registered post. IIMR will have no responsibility for any loss/damage caused to firm.
7. If firm is not able to perform their part under the agreement for continuous period of 10 days or more, IIMR reserves the right to terminate the contract immediately without the notice and in such a case the security deposit will be forfeited.
8. The firm will be responsible for all obligations for providing security / insurance of the person(s) deployed by him for the purpose at IIMR.
9. No interest on security deposit and earnest money deposit shall be paid by the Institute to the Tenderer/firm.
10. The contractor/firm and its employees will not cause or permit any nuisance on the site and/or do anything, which may cause un-necessary disturbance/or inconvenience to the employees of IIMR.
11. The firm shall ensure not to loss(es)/damage(s) happened due to negligence of the persons provided by him to IIMR while on duty. If it happens, the decision of the Director, IIMR in this regard shall be final and binding on all parties concerned.
12. The contract will be initially for one year. However, Director, IIMR reserves the right to extend the period of contract in the interest of the Institute under same rates and terms and conditions.
13. GST or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by firm and IIMR will not entertain any claim whatsoever in this respect. The GST/TDS/Income tax or any other Tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the firm, as per rules/ instructions made applicable from time to time by government.
14. The contractor should ensure that the person deployed must be free from infectious diseases and criminal proceedings. The contractor will ensure the police verification of the workers being deployed at the institute.
15. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time. All Disputes will be subject to Ludhiana jurisdiction. The contract will govern by the laws of India for the time being in force.
16. Decision of Director, IIMR 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/her 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, IIMR. The decision of the sole Arbitrator so appointed shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996. The successful firm will have to sign an agreement to the effect that they shall agree to the settlement of disputes through such arbitration and they bind themselves to get by the decision of the arbitrator, which is included in the agreement form.

17. The firm/contractor shall submit **pre-receipted bills duly completed in all respects per month in triplicate** for the work in the first week of following month in the name of **Director, IIMR, Ludhiana**. The payment for a month will be made through online bank transfer (RTGS/NEFT) in the following month within 15 days of receipt of bills in office. The work order will be awarded subject to the condition that the firm will make payment to the workers first and then raise the bill. **The contractor shall submit his monthly bill with the following: (a) A detailed wages sheet showing list of workmen with their name, no. of days worked during the month, wages admissible, EPF/ESI deductions, Net amount payable to each employee, statement showing that the wages have been transferred to the bank account of the workmen, self certified by the authorized representative of the firm on this statement as a token of proof that the wages as shown in the wages sheet have been transferred to the bank account of workmen in his presence (b) self certified copy of challan of deposition of EPF/ESI (for previous months) in respect of the workers of this institute separately. In case, the services provided are not up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of the Director, IIMR whose decision shall be final and binding on the agency.**
18. **IIMR will randomly check the compliance of EPF Act, 2014 and EPF contribution in the proforma attached as Chapter VII. Non-compliance of the EPF & MP Act, 1952, EPF Act (Amendment) Scheme 2014 and Employees Pension (Amendment) Scheme, 2014 by the contractor(s) will invite statutory actions under EPF & MP Act u/s 406/409 of IPC for misappropriation of P. F. dues. A list consisting the details of the identity card no., UIN/EPF No, and ESI Card No. of the worker will have to be submitted to the office within 2 months after the start of work.**
19. The normal office hours of IIMR are from 0930 hrs to 1630 hrs (Monday to Saturday). However, IIMR reserves the right to depute/assign the duty to the contractual personnel in field on Sunday/Holidays and beyond office hours without any financial liabilities on the part of IIMR.
20. The supporting/allied services staff should follow strict attendance and alternative arrangements are to be made by the firm whenever anyone of staff/supervisor is to go on leave under intimation to this office, the firm shall depute some other similar trained personnel for performance of duty.
21. Changing of Staff/Supervisor should be intimated to the Officer-in-charge.
22. The staff provided should also maintain discipline in the premises of IIMR. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
23. The contractor shall not sublet the work without prior written permission of the IIMR.
24. The persons so provided by the agency under this contract will not be the employee of the IIMR and there will be no employer-employee relationship between the IIMR and the person so engaged by the contractor in the aforesaid services.
25. The workers provided by the firm should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the register, which are kept at concerned Section.
26. The works as shown in the price bid will be awarded on "job contract" basis only and will have to be carried out in consultation with the Farm superintendent as well as respective in-charges.
27. The Seasonal nature of the work has to be given top priority.

28. In case of any accident/ Loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
29. In compliance to Rule 78 of the Contract Labour (Regulation and Abolition) Central Rules 1971, the contractor shall maintain the (a) Muster Roll (b) Wage Register (c) A register of deduction for damage or loss (d) Register of Fines (e) Register of advances (f) Register of Overtime, (g) Wage Slip.
30. In compliance to Rule 81 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall also display notices showing rates of wages, hours of work, wage period, dates of payment, names and addresses of the Inspector.
31. In compliance to Rules 75, 76, 77 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall maintain a register of workers in Form XIII and issue Employment card to each worker in Form XIV and shall also issue service certificate to every workman on his termination in form XV.
32. **In compliance to provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952, and the Employees State Insurance Act, 1948, the contractor shall provide each workman the Identity Card as received from ESIC for enabling him and the members of his family to avail the medical services from ESIC dispensary. The contractor shall provide other details also. The contractor shall provide each workman the UIN/PF number allotted to him and the Contribution Card.**
33. IIMR reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/EPF dues in respect of the persons deployed at IIMR. The amount as shown in the challan of EPF/ESI must tally with the total deductions, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
34. IIMR at its sole discretion will terminate the agreement in case of following contingencies.
 - a. If the agency fails to execute the work entrusted to the satisfaction of IIMR of which IIMR shall be the sole judge.
 - b. If the agency fails to discharge their legal obligations towards the employees/personnel employed at IIMR premises.

LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum of Rs. 500/- 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 IIMR and if no action is taken within **one hour** liquidated damages clause will be invoked.

The decision of the Director, IIMR 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 Institute)

Witnesses

- 1 _____
- 2 _____

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Chapter – VII: Other Standard forms

PERFORMA FOR DDOs TO ENSURE COMPLIANCES FROM THE CONTRACTOR ESTABLISHMENT

Name of the Deptt. alongwith address _____

Name and address of the contractor – M/s _____

PF code no. of the contractor establishment _____

Financial Year/period _____

S.No.	Emp_ PF no	Name of the Emp	Fathers name	PF wages (Monthwise) (PF wages of March paid in April & so on)												Total wages (Sum of 5 to 16)	Total Employe e share (12% of S. No. 17)	Total Employer share (13.61% of S. no. 17)	Total PF dues (Sum of 18+19)	Actual PF dues deposited
				Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
1																0	0	0	0	
2																0	0	0	0	
3																0	0	0	0	
4																0	0	0	0	
5																0	0	0	0	
Total				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Signature of the Authorized signatory
 Name & stamp of the official

Annexure (Undertaking)

TO WHOM IT MAY CONCERN

We hereby certify that our firm M/s _____
has not been blacklisted by any Govt. establishments/ Autonomous bodies of Govt. of
India/Corporations of Govt. of India/ reputed public or private organization/international
organizations for any reason.

Signature of the Authorized signatory

Name & stamp of the official

Place: _____

Date: _____