

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 (Supporting Hyderabad)

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, विंटर नर्सरी सेंटर, हैदराबाद में सपोर्टिंग सेवाओं को प्रदान करने 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 PROVIDING SUPPORTING SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH, Winter Nursery Centre, Hyderabad**” from firms having sufficient experience in this field.

निविदा दस्तावेज केंद्रिय 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 PROVIDING SUPPORTING SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH, Winter Nursery Centre, Hyderabad** initially 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. Quotation received after the due date will not be entertained at all. The Tenders 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 rejection of whole. You are however at liberty to submit the tenders for the whole 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 be withdrawn without any notice and Earnest money deposit (EMD) will be forfeited. The rates so quoted shall remain unchanged during the period of the contract and will not be modified/alterd at all.

6. An **EMD of Rs. 50,000/-** (Rupees Fifty 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 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.**
10. The tenderer is being permitted to tender the consideration of the stipulations of his part that after submitting his tender, he will not resile 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 organization/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 licence under this Act within one month of issuing of work order. Existing labour licence may be enclosed, if applicable.
 - (h) GST 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.

15. **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.**
16. 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.
17. 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/uploading 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. 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.**
4. **The service provider will have to maintain EPF/ESI account of each person deployed at WNC, Hyderabad 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 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 selected agency shall provide the necessary personnel's for at WNC, Hyderabad as per labour acts prevalent in the state. The agency shall employ good and reliable persons with robust health of 18 to 60 years age group. In case any of the personnel so provided is not found suitable by the IIMR, the IIMR shall have the right to ask for his replacement without giving any reason thereof and the agency shall, on receipt of a written communication, will have to replace such persons immediately.
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 registers, which are kept at concerned Section.
26. The item of works being taken at IIMR involves skills of different category i.e. of HIGHLY SKILLED/SEMI SKILLED/SKILLED/UNSKILLED which will be awarded on "Work Contract" basis only and will have to be carried out in consultation with the respective in-charges. Hence, the contractors should ensure that the educated and properly equipped skilled persons are engaged for

attending those works. All the above skilled persons will be of Multi Tasking in nature and will have to attend the different nature of works as and when asked by this office. Thus, the agency will have to ensure the criteria before deployment of workers.

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.

Sd/-
(Administrative Officer)

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Chapter – III: Schedule of Tentative Requirements at IIMR Winter Nursery Centre, Hyderabad

S.No.	Nature of skill	Number (per month)
1	Un Skilled	04
2	Skilled	05
3	Semi Skilled	06
4	Highly Skilled	06

The total manpower may increase or decrease on monthly basis based on requirement.
There is no binding on the institute to strictly follow the above mentioned requirement.

Sd/-
(Administrative Officer)

Schedule of Tentative Requirement

S.No.	Item of job	Details/Description of work to be done
01	Highly skilled job	Assistance in general administration, establishment and estate works, updating of office records, processing of files for purchase, store requisition, correspondence with other stations.
		Processing of store purchase bills, making entries in registers, maintenance of store records, issue of store items, preparation and maintenance of accounts
		Data entry in computer, maintenance and updating of different records in computer
		Allotment of labours for farm works, issue of farm utility items, supervision of irrigation, weeding, application of insecticides/pesticides, sowing, harvesting and other farm operations
		Preparation of stem borers diet, storage pests diet, processing of samples for biochemical analysis, assistance in recording observations on field and laboratory works such as accurate release of number of neonates into whorl of the plant, accurate counting of emerged weevils from the fresh seed, damaged seeds, undamaged seeds, weighing of damaged and undamaged seeds, accurate release of number of weevils on petri plates for screening, recording plant characters, maintenance of laboratory records and equipment
		Capturing of high quality images of tassels and cobs, processing of the images for the database, updating the data and the images in the database at regular intervals, maintenance of the database
02	Skilled job	Field data collection, collection of larvae of stem borers from field, rearing of stem borers and storage pests, recording of data such as total number of plants infested by stem borers, accurate counting of eggs of stem borers, cleaning and dis infestation of maize seed, sieving of maize seed, proper storage of maize seed, Collection of different types of plant materials, preparation of plant powders, preparation and preservation of plant extracts, sterilization of rearing jars, petri plates, glass ware such as beakers, conical flasks, pipette tips, scalpels etc.
		Assistance in recording observations on seedling, growth, floral parts, recording their quantitative and qualitative attributes as per DUS guidelines.
		Selfing, crossing, seed increase and advancing generations.
		Filling documents, compiling, maintenance of all records, entries in the register, distribution of files and letters, farm contract labour indent collection, preparation and processing.
03	Semi - skilled job	Crop raising, field data collection, harvesting & threshing, drying of seed, collection of data on yield attributes. 100 grain count, grain and fodder yields.
		Harvesting, threshing and seed processing/ seed preparation for sowing/ storage/ distribution/ exchange/ assisting in record keeping.

04	Un Skilled job	Cleaning and drying and glass/plastic ware, lab cleaning, cleaning of desks, chairs, tables and other furniture in laboratory and other miscellaneous jobs.
		Maintenance of lawn and trees planted in the premises
		Housekeeping work in the premises building, cleaning of washroom
		Carrying of files, cleaning and maintenance etc. in office section/establishment/stores/posting of the letters/attending the supporting services in Incharge's office

**Definition of Unskilled/Semi-Skilled/Skilled/Highly Skilled Work
(Vide GOI Gazette Notification No. S.O.188(E) Dated 19.01.2017)**

1. **“Unskilled work”** means work which involves simple operations requiring little or no skill or experience of the job.
2. **“Semi-skilled work”** which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes unskilled supervisory work.
3. **“Skilled work”** means work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgment.
4. **“Highly skilled work”** means work which calls for a degree of perfection and full competence in the performance of certain tasks including clerical work acquired through intensive technical or professional training or practical work experience for certain reasonable period and also requires of a worker to assume full responsibility for the judgment or decision involved in the execution of the tasks.

Sd/-
(Administrative Officer)

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 – 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 years	
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 **“WORK CONTRACT FOR PROVIDING SUPPORTING SERVICES AT INDIAN INSTITUTE OF MAIZE RESEARCH, WINTER NURSERY CENTRE, RAJENDER NAGAR, HYDERABAD”** 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 _____

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Chapter – V: Price Schedule

S.No.	Item of Job	Approx, requirement	Consolidated monthly charges per job in (Rs.) inclusive of wages, time to time increase in VDA, all statutory obligations like EPF, ESI and including GST and Service Charges for volume of work at one point	Total (Rs.)
1	Highly Skilled Job	06		
2	Skilled Job	05		
3	Semi Skilled Job	06		
4	Un Skilled Job	04		
	Grand total for S. No. 1 to 4			

The above quoted amount/rates are inclusive of minimum wages, VDA, GST, Service Charges and all statutory obligatory liabilities viz. EPF, ESI etc. payable under the laws. The contractor should ensure rate foreseeing all the liabilities as increase whatsoever. Since, no increase will be accepted by this department during the contract period.

Bids quoting 'NIL' service charges shall be treated as unresponsive and will not be considered.

Certified that I have gone through all the terms and conditions in the tender and accordingly the rates hereinabove are quoted.

Date :-

Signature of the Firm with Seal

Place :-

Phone No. -

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 _____ (here in after 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. 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.**
5. **The service provider will have to maintain EPF/ESI account of each person deployed at WNC, Hyderabad 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 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 selected agency shall provide the necessary personnel's for at WNC, Hyderabad as per labour acts prevalent in the state. The agency shall employ good and reliable persons with robust health of 18 to 60 years age group. In case any of the personnel so provided is not found suitable by the IIMR, the IIMR shall have the right to ask for his replacement without giving any reason thereof and the agency shall, on receipt of a written communication, will have to replace such persons immediately.
25. 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.
26. 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 registers, which are kept at concerned Section.
27. The item of works being taken at IIMR involves skills of different category i.e. of HIGHLY SKILLED/SEMI SKILLED/SKILLED/UNSKILLED which will be awarded on "Work Contract" basis only and will have to be carried out in consultation with the respective in-charges. Hence, the contractors should ensure that the educated and properly equipped skilled persons are engaged for attending those works. All the above skilled persons will be of Multi Tasking in nature and will have to attend the different nature of works as and when asked by this office. Thus, the agency will have to ensure the criteria before deployment of workers.
28. The Seasonal nature of the work has to be given top priority.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.

34. 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.

35. 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: _____