

F.No. 4(813)Admn/19-20

Date:16.08.2019

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

Tenders are invited from the interested firms under **two bids system for providing the Security Services** at ICAR-Indian Institute of Millets Research, Rajendranagar, Hyderabad - 500030.

**Firms should also submit the Manual bids (hard copy) with supporting documents enclosed (except financial bid).**

Tender documents may be downloaded from e-Procurement website of CPPP <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET (TENTATIVELY)** as under:

**CRITICAL DATE SHEET (TENTATIVELY)**

<b>Tender No. 4(813)Admn/19-20</b>	
<b>Date and time for issue/publishing</b>	<b>05.00 P.M. on 16/08/2019</b>
<b>Document download / Sale start date and time</b>	<b>10.00 A.M. on 17/08/2019</b>
<b>Bid submission start date and time</b>	<b>10.00 A.M. on 19/08/2019</b>
<b>Bid submission end date and time</b>	<b>03.00 PM on 11/09/2019</b>
<b>Date and time for opening of technical bids</b>	<b>03.00 PM on 12/09/2019</b>
<b>Date and time for opening of financial bids</b>	<b>Will be intimated later</b>
<b>Address for communication</b>	<b>Sr. Administrative Officer, ICAR-Indian Institute of Millets Research Rajendranagar, Hyderabad 500 030 Email: <a href="mailto:sao@millets.res.in">sao@millets.res.in</a></b>

**Senior Administrative Officer**

## TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY SERVICE TO “IIMR, Hyderabad”

Tender Form submitted without Tender Form Cost is liable for rejection

1. The Security Agency submitting tender should be registered under Central / State Government and documentary proof thereof should be furnished along with tender documents.
2. Services required as per charter of duties in Annexure – I & II
3. The Security Agency should be a registered Firm as per Registration Act.
4. The Security Agency must possess Service Tax Registration.
5. The Security Agency must have ESI / EPF Registration.
6. The Security Agency must possess PAN number allotted by the income tax authorities.
7. The contract is for a period of one year, which may be extended further for one year on satisfactory performance.
8. The contractor shall make security deposit of **Rs.3,00,000/- (Rupees Three Lakhs only)** with IIMR through a Demand Draft from a Nationalized Bank in favour of “ICAR Unit IIMR, Hyderabad” before taking charges of the security duty. Such security deposit will become refundable to the contractor only after the expiry of contract period or extended period and after IIMR certified that the terms of this agreement are full and properly carried out by the contractor and the dues if any, payable to IIMR are cleared by the contractor.
9. Necessary enlisting / police verification of the firm and its workers is also required.
10. The agency shall provide **Communication Facilities, Stationery, Stick, Torch, Whistle, Uniform** to the guards for smooth functioning of Security Services.
11. The Contractor shall not sub-let the contract under any circumstance.
12. No interest on Security deposit and Earnest Money Deposit shall be paid by IIMR to the Contractor.
13. The Security Agency shall carry out the security and watch & ward of the IIMR as per the requirements and instructions given to them by the IIMR authorities from time to time for a period of one year.
14. The Security Agency shall render the services on the job contract basis at the mutually agreed rates, which includes **EPF contribution, ESI contribution (not applicable to ex-serviceman)** and any other statutory provisions and liabilities to be discharged by the Security Agency.
15. The agency shall employ good and reliable persons with robust health and clean record preferably within the age group of 21 to 45 years. In case any of the personnel so provided is not found suitable, the IIMR shall have the right to ask for their replacement therefore and the agency shall, on receipt of a written communication will have the replace such persons immediately.
16. **The rates should be quoted per month as labour law applicable for watch and ward in agriculture sector.**
17. The contractor will discharge all his legal obligations in respect of the workers / guards to be employed / deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the IIMR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Director, IIMR shall be final and binding on the contractor.
18. Security Guards should not leave their points unless and until the reliever comes for shift duties, Security supervisor will maintain all the registers, which are kept at main gate.
19. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
20. Proper entries are to be made while handing over key to any staff of IIMR and while taking over too.
21. Changing of Security Supervisor / Security guards should be intimated to the Security Officer.
22. The Security staff should follow the codal formalities of Security system while on duty.
23. The Security personnel should ensure for the items taken out of the campus have issued that proper gate pass. In case of any doubts, they should immediately contact officer in-charge Security.

24. It will be the duty of the Security Agency to keep entire IIMR campus and field farms at Rajendranagar, Hyderabad free of stray dogs.
25. The engagement and employment of personnel and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
26. All Wages allied benefits such as leave, ESI, EPF, Gratuity, Bonus etc., shall be paid by the contractor and client shall not incur any liability or additional expenditure whatsoever for the personnel deployed.
27. The contractor will be required to maintain all the records and documents under labour laws. The contractor shall make a copy of such records maintained by him available to IIMR.
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 of 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 of Section 12 of the Contract Labour (Regulation and Abolition) Act and Rules 21 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall obtain a license for deployment of his personnel at the premises of the client.
31. In compliance of section 21 of the Contract Labour (Regulation and Abolition) Act and Rules 25 of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the contractor shall pay timely and shall ensure the disbursement of wages in the presence of Security Officer / Nominated Officer of IIMR. Rate of wages shall not be less than that of the minimum wages as declared by the Regional Labour Commission (Central), Hyderabad. As and when the wages are revised by the **Regional Labour Commission (Central), Hyderabad for watch and ward in agriculture sector**, the revised wages shall be paid by the client the revised wages paid to the security personnels can be claimed from the IIMR. The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The wages shall be paid to workmen without any deduction except those under the payment of wages Act and Minimum Wages Act.
32. In compliance of 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 PF number allotted to him and the Contribution Card.
34. The Client reserves the rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI / PF dues. The payment for successive months will be released on receipt of the evidence of deposition of ESI / PF in the workers accounts for the previous month. If the contractor does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the client shall withhold payment of the component of EPF and ESI.
35. 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, counter-signature of security officer or any other authorized representative of the client 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) copy challan of deposition of EPF / ESI in respect of previous month.

36. The amount as shown in the challan of EPF / ESI must tally with the total deductions as reflected at Sl.No. 41 & 42, failing which the payment on this account is liable to be withheld for which the sole responsibility shall rest with the contractor.
37. The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
38. The contractor shall be responsible for compliance of all the laws rules / regulations and Govt. instructions that are / will be applicable to and aimed to protect the interest of the employees / worker engaged by the contractor and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
39. The Director, IIMR (ICAR) reserves the right to reject any or all Tenders in whole or in part without assigning any reasons thereof. The decision of the Director, IIMR (ICAR) shall be final and binding on the contractor / agency in respect of any clause covered under the contract.
40. The watch and ward will be round the clock and seven days of the week and shall be changed as per requirement of IIMR from time to time. In case there is any change in employment of the security guard, such change shall be intimated to the security agency in writing well in advance.
41. The Security Agency shall discharge all their legal obligations of their employees as may be required for the purpose of execution of the work which shall be subject to the approval of the IIMR authorities.
42. The Security Agency shall 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, viz., statutory obligations under Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act, Workman's compensation Act, EPF and MP Act, Industrial Dispute Act, etc. The security agency shall indemnify and keep indemnified the IIMR authorities from any claims, loss or damages that may be caused to IIMR on account of the security agencies failure to comply with their obligations under the various laws towards their staff / employees employed by them or any loss or damage to IIMR due to acts / omissions of the security agency.
43. Any other conditions which shall made compulsory to follow by the legal institutions live labour department courts and Govt. etc. must be complied by the contractor. They shall have address all these formalities.
44. The stationery items like registers, scales, writing pads, pencils, staplers etc., will not be provided by IIMR and uniforms will not be allowed to be washed in the premises. The uniform of the security personnel and other related items as mentioned above will be provided by the security agency. IIMR has to pay only the amount which has been agreed to.
45. The security agency shall submit their bills after the completion of each month during the first week of the following month of the services rendered in previous month of the Director, IIMR. 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 security agency.
46. The security agency shall get all the security staff members insured against any liability arising under the Workman's Compensation Act or under the common law. The security agency shall indemnify against any claim that IIMR may have to meet in respect of their staff members and / or workmen / employees on account of any accident or for any other reason.
47. Under no circumstances, the staff members and / or the workmen / employees of the security agency shall be treated, regarded, considered or deemed to be the employees of IIMR and the security agency alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all their employees deployed by the agency and shall indemnify and keep indemnified IIMR against any claim that may have to meet towards the employees deployed by the agency.
48. The security agency will ensure that no theft or damages to IIMR property should take place during the tenancy of the service contract of the security agency. In case any theft or damage to IIMR property occurs during the service contract period with the security agency due to the negligence of the security staff / employees of the security agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of IIMR and one member of the security agency) come to the conclusion that the loss is attributable to

the negligence on the part of security personnel of the security agency and such losses will be recovered from the security agency. **The security agency shall attend to all the police cases from time to time during the contract period, if required.**

49. The security agency will provide the security services at the accepted rates round the clock in three shifts running from 06.00 AM. The security supervisor of the security agency should be present to supervise the security work invariable between the shifts.
50. The security agency will ensure the payment to the security staff / employees are made through **bank transfer only.**
51. IIMR at its sole discretion will terminate the agreement in case of following contingencies.
  - a. If the security agency fails to execute the work entrusted to the satisfaction of IIMR of which IIMR shall be the sole judge.
  - b. If the security agency fails to discharge their legal obligations towards the employees security personnel employed at IIMR premises.
  - c. If for any reason whatsoever, the security agency is not able to perform their part under the agreement for continuous period of 10 days or more.
52. The contract is liable for termination by one month's notice in writing by either side.
53. The Director, IIMR reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
54. All disputes arising out of the contract are subject to the jurisdiction of Courts at Hyderabad only.
55. PENALTY CLAUSE:
  - i) The security supervisors and security guards on duty must possess caps, proper uniform, lathi, whistle, torchlight, name batch, shoes and identify cards, etc.
  - ii) No Security Supervisor / Security guard shall perform double duty. In case they are found performing double duty or remain absent from the duty, a penalty of double the wages shall be recovered from the security bill of the agency.
  - iii) A daily list of security supervisor and security guards on duty should be provided to the Security Officer, IIMR.
  - iv) A detailed list of security supervisor and security guards along with their photographs attested by the agency including their permanent addresses should be provided to the IIMR office for record before taking over the charge of security.

In case of any of the above contingencies, IIMR will have the right to terminate the agreement forthwith without notice and will not be liable to any damages and / or loss which may be suffered by the security agency on account of termination of the agreement.

**[SIGNATURE OF THE TENDERER]**

S. No.	Services	Ex-serviceman	Civilian
		Supervisor	Guard
1	Services of Security Supervisor per month for one shift of services consisting of 8 hours		
2	Services of Security Guard per month for one shift of services consisting of 8 hours of day		
	<b>Details of job</b>		
	To provide round the clock watch and ward to 110 acres of office premises and agricultural farm / land at 5 locations in Rajendranagar, Hyderabad and protect the crops and properties lying in the farm / office premises. There shall be 6 security points to be guarded for 24 hours in three shifts with one Security Supervisor for day shift only.		
	Additional man power, if required has to be provided by the Agency and charged as per minimum wage act for the skill level deployed without any additional service charges to the agency		

	Details of EMD	Details of Tender From cost
a) DD No.		
b) Dated:		
c) Amount:		
d) Bank:		

3. Mailing address of tenderer with PIN:

**NOTE:**

- a) Name and address of the Govt. / Semi Govt. organizations where the security agency is providing security services may be furnished and enclosed to the tenderer.
- b) Rates indicated / quoted should include weekly offs, PF/ESI/Service Tax/Service charges
- c) Non-legible figures shall be ignored
- d) Corrections / overwriting may be avoided

4. The following Scanned documents are to be uploaded and hard copies to be sent to the office for verification (failing which your offer will be liable for rejection)

- a. Copy of the registration of the firm
- b. Copy of the license
- c. Copy of the Service Tax Registration
- d. Copy of the Registration of the ESI
- e. Copy of the PAN No. allowed by Income Tax authorities
- f. List of the Clients
- g. Statement showing the breakup of the rates quoted.

**[SIGNATURE OF THE TENDERER]**

**CHARTER OF DUTIES FOR SECURITY SERVICES AT**

**DETAILS (Part – I)**

- a) Ensure proper locking / unlocking of all doors and windows and report to the officer concerned immediately.
- b) Ensure that no unauthorized persons or vehicle get entry into the guarded premises in an irregular manner.
- c) Ensure safe custody of keys.
- d) For regular traffic, ensure proper parking of vehicles.
- e) Conduct regular patrol along the specified beats.
- f) No stray cattle / dogs get access to the guarded areas.
- g) To check pilferage and implement anti theft measures.
- h) Check and keep the record of all out going material through gate pass signed by the authorized officials of IIMR, Hyderabad.
- i) Check / control/search staff engaged by any other contractor or person having access to the building.
- j) Be conversant with the location of fire alarm switches and hydrant and fire extinguisher and operate them in case of needs and assist the fire brigade in their operation.
- k) Allow no unauthorized persons except the staff members with due permission of the competent authority in the guarded area.
- l) To maintain complete record of visitors.
- m) To maintain record of incoming and outgoing vehicles wherever applicable.
- n) To report unusual events in suspicious circumstances occurring in the area of premises.
- o) To keep record of staff members who are required to sit beyond office hours or attend office on Saturdays / Sundays and Closed Holidays in a register and obtain their signatures.
- p) To hoist and lower the National Flags at the buildings as per the flag code, as and when necessary.
- q) Any other work assigned with the approval of competent authority

**[SIGNATURE OF THE TENDERER]**

**THE TERMS AND CONDITIONS FOR THE SECURITY GUARDS / SUPERVISOR**

**[Part – II]**

1. The guards should be healthy, desirable physique and proper experience may be shuffled from time to time.
2. The guard should be able to communicate in Hindi and also in English if possible.
3. The guard should perform one shift per day, double duties are not allowed.
4. The guards should not develop social relationship with IIMR staff.
5. The guard should be provided with uniforms, Whistle, torch, lathi, etc.
6. The guards should wear neat uniform while on duty along with identity cards.
7. They should not leave the point unless and until the reliever comes for shift duties.
8. The security supervisor will maintain all the registers which are kept at the main gate and other points.
9. They have to verify after 5.30 pm that all rooms / buildings are locked properly.
10. From 09.00 pm to 06.00 am one security guard must be on patrolling duty in the campus areas by rotation and while patrolling he should check all the locks of buildings including pump houses.
11. They should not give lenience or casual impression in the duties and they should be alert and attentive.
12. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers.
13. They should observe movement of all the staff, labourer and visitors etc.
14. All the vehicles are to be parked in the parking place only. The vehicle has to be checked by the Security Guard on duty while coming inside and while going out also.
15. Proper entries are to be made while handing over key to any staff of IIMR and while taking over too.
16. The Security personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any security supervisor / security guard going on leave under intimation to this office.
17. Changing of security supervisor / security guards should be intimated to the Security Officer / Administrative Officer or any other authorized officer of IIMR.
18. Patrolling to the identified points to be carried out every hour in the night.
19. The security staff should follow the codal formalities of security system while on duty.
20. The security personnel should ensure that pass has been issued by the competent officers for the items taken out of the campus. In case of any doubts, they should immediately contact Security Officer / Administrative Officer.

**[SIGNATURE OF THE TENDERER]**



## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. The tender from/bidder documents may be downloaded from the website: <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app> ) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
2. Tenders/bidders are requested to visit website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Council reserves the right to accept or reject any or all the tenders.
4. The interested Firms are required to deposit (in original) **Tender Fee of Rs. 2,000/-** (Non-refundable) in the shape of Demand Draft prepared in favour of **ICAR Unit: IIMR, Hyderabad payable at Hyderabad** may be addressed to the **Sr. Administrative Officer, ICAR-Indian Institute of Millets Research, Rajendranagar, Hyderabad 500 030** on or before bid opening date and time as mentioned in the Critical Date Sheet.
5. The interested Firms are required to deposit Earnest Money Deposit (EMD) in the form of Demand Draft/Bank Guarantee from any of the Commercial Bank in favour of **ICAR Unit: IIMR, Hyderabad payable at Hyderabad** may be addressed to the Sr. Administrative Officer, ICAR Indian Institute of Millets Research, Rajendranagar, Hyderabad 500 030 on or before bid opening date and time as mentioned in the Critical Date Sheet.
6. Bidders need not to come at the time of Technical as well as financial bid opening at ICAR-IIMR. They can view live bid opening after login on CPP e-Procurement Portal at their remote end. If bidder wants to join bid opening event at ICAR-IIMR then they have to come with bid acknowledgement slip that generates after successfully submission of online bid.

The Firms are also required to upload copies of the following documents:-

### **TECHNICAL:**

- a. Registration certificate of the firm under the work contract of the Appropriate Authority. ***[Registration under Shop & Establishment Act 1948, the Indian Companies Act, 1956/or any other Act.]***
- b. **Last 3 years' experience** of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies of Govt. of India/ Corporations of Govt. of India/reputed public or private organizations, provide the details.
- c. **Scanned copy of Income Tax Statement for the last three years.** Certified Balance Sheet of the firm for last year of the service contract by the Chartered Accountant showing **Minimum turnover of the firm not less than Rs.50.00 Lakhs (Rupees Fifty Lakhs) during the last three financial years.**

- d. Duly certified copies of the satisfactory services where the tenderer is providing the services for any government organization for the **last three years**.
- e. Employee EPF registration certificate issued by local govt. etc. Employee ESI registration certificate issued by local govt. etc / Work Contract Policy.
- f. ESI & EPF contributions and documentary proof of vouchers [*i.e. challan for the month of April 2018 and July 2019*] to be required and may be attached.
- g. Income Tax permanent account Number (PAN) allotted by Income Tax dept.
- h. Applicable Service Tax registration certificate issued by the Govt. (please attach a copy of **challan for the month of April 2018 and July 2019**).
- i. Scanned copy of Tender fee and Earnest Money Deposit (EMD)/its exemption, if any.
- j. Scanned Copy of Annexure – II and Tender Acceptance Letter (Annexure-III).

**FINANCIAL BID:**

- a. Price Bid as BoQ\_XXXX.xls

1. **Qualifying criteria:** - The Agency should meet the following criteria for evaluation of bids.
  1. Only registered and bonafide Service Providers/Agencies having experience of at least three years of supplying security service to the Ministries/Departments/Govt. Organizations/Public Sector Undertaking/Corporate Sector/Autonomous Bodies are eligible to apply. The documentary proof of registration must be attached. The Agency should also attach satisfactory performance certificates issued by the Government Ministries/Departments etc., in support of its having rendered satisfactory services to such departments during the last three years.
  2. The Agency must be registered with the ESI, EPF and Service Tax Department and must be in possession of Permanent Account Number (PAN). The Firm/Agency should also produce Income Tax Clearance certificate (ITCC) for the last three years and Sales Tax Clearance Certificate/VAT.
  3. The Agency must have recorded a minimum turnover of **Rs.50.00 Lakhs (Rupees Fifty Lakhs)** p.a. for the last three consecutive years through execution of contractual services of supplying manpower. The Agency should attach financial statements for the last three years to corroborate their claim of turnover.
  4. There should be no legal suit/criminal case pending or contemplated against the proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any laws in force. The Agency must disclose declaration at the time of submission of bid.

### **TERMS AND CONDITIONS**

1. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tender forms and its schedules. Please submit your rates online if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
2. **An earnest money of Rs.1,20,000/- (Rupees One Lakh twenty thousand only) must be deposited in the form of demand draft/pay order payable to "ICAR Unit-IIMR Hyderabad" payable at Hyderabad. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by indicating the Tender Reference Number and date.** The tenders will not be considered if earnest money is not deposited. The EMD will be refunded to the unsuccessful tenderers as promptly as possible where as in the case of successful tenderer EMD will be refunded after deposition of Security deposit in form Demand Draft / Bank Guarantee.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the Institute.
4. If tenderer does not accept the offer, after issue of letter of award by the Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.

5. The ICAR-IIMR is not bound to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders in whole or in part. The firms are however at liberty to bid for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
6. **An amount Rs.3,00,000/- (Rupees Three Lakhs only) as a security deposit** for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the ICAR-IIMR, Hyderabad. In the event of non-deposition of the same, the earnest money will be forfeited. The security deposit will be refunded on successful completion of the contract. The dues if any, not settled by the agency will be recovered from the security deposit.
7. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
8. Goods and Service Tax (GST) or any other tax applicable or made applicable after awarding the contract in respect of the contract shall be payable by contractor and **ICAR will not entertain any claim whatsoever in this respect.** However the GST or any other tax which is as per the rules of the Govt. shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government. GST or any other tax on material in respect of this contract shall be payable by the contractor and ICAR-IIMR will not entertain any claim whatsoever in this respect.
9. The Director, ICAR-IIMR, Hyderabad reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
10. Decision of Director, ICAR-IIMR, Hyderabad 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, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
11. Acceptance by the Institute will be communicated by FAX/Express letter 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 FAX/Express letter etc. should be acted upon immediately.
12. The supporting /allied services staff should follow strict attendance and alternative arrangements are to be made by the agency whenever anyone of the staff/supervisor is to go on leave under intimation to this office.
13. Changing of staff/Supervisor should be intimated to OFFICER INCHARGE / Farm Management Committee.
14. The Director, ICAR-IIMR reserves the right to reject any or all quotations in whole or in part without assigning any reasons therefore. The decision of the Director, ICAR-IIMR shall be final and binding on the contractor / agency in respect of clause covered under the Contract.

15. The staff provided should also maintain secrecy and discipline in the premises of Institute.
16. The contractor shall provide full particulars of each employee including their antecedents verification etc., employed by him along with photograph duly attested before starting of the work and from time to time. He will also endorse a copy of returns furnished by him to the labour department under the contract labour (Regulation and Abolition) Act 1970.
17. The Contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of ICAR-IIMR for the purpose. All complaints should be immediately attended to by the agency.
  - a.) The agreement is terminable with one month notice on either side.
  - b.) The contractor shall not sublet the work without written permission of the ICAR-IIMR, Hyderabad.
  - c.) The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
  - d.) The selected agency shall provide necessary personnel for ICAR-IIMR Hyderabad as per labour acts prevalent in the Central Labour Laws. The agency shall employ good and reliable manpower with robust health ***within the age group of 18 to 60 years***. In case any of the personnel so provided is not found suitable, by the ICAR-IIMR, the ICAR-IIMR shall have the right to ask for their replacement without giving any reasons thereof and the agency shall have to replace such personnel immediately.
  - e.) The personnel so provided by the agency under this contract will not be the employee of the ICAR-IIMR and there will be no employer-employee relationship between the ICAR-IIMR and personnel so engaged by the contractor in the aforesaid services.
  - f.) Payment for maintenance work will be made monthly upon submission of pre-receipted bill.
  - g.) The rates to be quoted should include cost of each and every item including transportation cost, and manpower cost and taxes etc. based on **prevailing minimum labour wages prescribed by the Central Labour Commission**. The ICAR-IIMR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, etc. However, the ICAR-IIMR, Hyderabad will pay the ***Wages and Variable Dearness Allowance at the enhanced rate announced by the Central or State Govt. whichever is higher from September, 2019***. Further, the statutory liabilities on **Variable Dearness Allowance** will be paid by us.
  - h.) The contractor will discharge all its legal obligations in respect of the workers to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of labour law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the ICAR-IIMR from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws of Central or State. In case of any dispute, the decision of the Director, ICAR-IIMR shall be final and binding on the contractor.

- i.) Income Tax will be deducted from the payments due for the work done as per rule.
- j.) The staff deployed should not leave their points unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at Farm Section.
- k.) The contractor must employ adult labour only. Employment of child labour may lead to the termination of the contract.
- l.) The contract is subject to the condition that the tenderer will comply with all the laws and acts of the Central Govt., State Govt., relating to this contract made applicable from time to time.
- m.) Risk Clause: ICAR-IIMR reserves the right to discontinue the service at any time if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security deposit or pending bills or by raising a separate claim.
  - The work at both the farm and labs or office should be supervised separately by providing Supervisors for the same.
  - Work should be executed during working hours on working days or as and when required.

**LIQUIDATED DAMAGES CLAUSE / PENALTY 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 ICAR-IIMR and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehaviour on the part of manpower deployed by the agency will not be tolerated and such person(s) will have to be withdrawn from work and suitable workers may be replaced.

**18. Other terms & Conditions:**

1. In the tender for labour/manpower supply contracts, compliance by contractors regarding compliance of EPF & ESI Acts needs to be specified along with other labour laws, names of contractors covered under the EPF & ESI Acts. The same can be searched and downloaded from the website – [www.epfindia.gov.in](http://www.epfindia.gov.in)
2. Principal employer/D.D.O's should get a copy of ECR, e-challan and salary/wages register reflecting P.F. deductions, before release of payment.
3. Under the statutory provision, employee wise details of PF dues deducted from the salary/wages of the employees along with employer's share should be submitted in the form of electronic challan cum return (ECR), thereafter, the generated e- challan from the EPF website is to be submitted. Since the consolidated ECR of the contractor regarding manpower supplied to all public and private sectors will be very bulky and will create confusion/ excessive time and energy consumption at the level of DDOs, hence separate ECR's and a separate e- challan as stated above with respect to the manpower deployed in the particular office is required to be submitted before release the payments to the contractor.

4. At the end of the year, EPFO generates statement of accounts of individual members' account reflecting opening balance, contributions, withdrawals, interest and closing balance etc. The contractor has to submit these annual statements of accounts in the office/ Department.
5. Employees may be guided to obtain e- passbooks from EPFO website.

The Director, ICAR-IIMR reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Director, ICAR-IIMR shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.

### **EMOLUMENTS**

The Agency will make payment to the staff on a MONTHLY BASIS CATEGORY-WISE AS PER THE MINIMUM WAGES ACT (AGRICULTURE) INCLUDING EPF / ESI AND OTHER STATUTORY OBLIGATIONS AS PER ACT BY 10<sup>TH</sup> OF EACH MONTH IN THE FORM OF CHEQUE/ELECTRONIC TRANSFER. The Agency will submit the invoice/claim to ICAR-IIMR on a monthly basis duly supported by proof of disbursement of salary to the staff, in triplicate for arranging payment. The payment to the agency shall be released within 10 days from the date of receipt of invoice, provided the claim of the agency is found to be in order from all angles. The IT deducted at source and such other taxes levies as are required by law to be deducted shall be deducted from the charges payable to the agency. The agency shall furnish details of disbursement of Previous month made to the staff indicating the amount of remuneration received from ICAR-IIMR against each individual, amount deducted on account of statutory deductions such as ESI, EPF etc. As employee' share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting the claim for the next month. The proof of payment of statutory obligations such as ESI and EPF etc., and any other applicable taxes accompanied by form 32A must be furnished by the agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the agency shall be withheld.

### **TERMS AND CONDITIONS;**

1. Based on the requirement of each job, the agency shall arrange for skilled Technical/ interview of the candidates in presence of nominated officers from this Institute and the candidates selected through interview arranged by the agency for should be deployed at by ICAR-IIMR. In case the Institute in its discretion finding any person so deployed as not desirable or found not suitable for whatever reasons in the sole discretion of IIMR and upon being notified by IIMR, the agency shall be liable to withdraw such persons forthwith and substitute by a person acceptable to the ICAR-IIMR.
2. The personnel shall be available for work on all office days as per the timings followed by IIMR and on holidays whenever required, which will be intimated in advance.
3. The agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed work for the ICAR-IIMR. All the persons deployed by the agency will be the employees of the agency and in no case they will have any employee- employer relation with IIMR or ICAR
4. The IIMR shall have no liability whatsoever towards any other personnel or equipment of the agency. All statutory requirements for the workmen are to be borne by the agency and shall be sole responsibility of the agency.
5. The agency shall not sub-contract the services of personnel sponsored by them.

6. The ICAR-IIMR reserves the right to award the work in full or in part to any agency and also terminate the contract at any stage if the performance of the agency is not found to be satisfactory.
7. The Director, ICAR-IIMR reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Director, ICAR-IIMR shall be final and binding on the contractor / agency in respect of any clause covered under the Contract.
8. The agency will be required to deposit performance bank guarantee/demand draft/ for an amount of Rs. 3.00 lakhs within 15 days from the date of notification of award and agreement in a non-judicial stamp paper of the value of Rs.100/- to the institute. The performance Bank guarantee should be valid up to 3 months beyond the date of expiry of the contract.
  - **Note:** PLEASE QUOTE YOUR RATE CATEGORY-WISE AS PER THE MINIMUM WAGES ACT (AGRICULTURE) INCLUDING EPF / ESI AND OTHER STATUTORY OBLIGATIONS AS PER ACT. IN CASE THE BIDDER HAS NOT QUOTED THE RATES AS PER THE MINIMUM WAGES ACT, HIS TENDER SHALL BE LIABLE FOR REJECTION.
  - The number indicated under each category is only indicative. It may vary in each category on monthly basis, which will be submitted in the beginning of each month.

**Condition: the work order will be given on actual labour requirement basis in the particular month and season.**

\*Tax extra as applicable should be indicated separately in the column provided.

**Note:** The above mentioned Financial Proposal/Commercial Bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ICAR-IIMR.



**ICAR-Indian Institute of Millets Research**  
**Rajendranagar, Hyderabad-500030.**  
**Phone No.040-24599306 Email: [sao@millets.res.in](mailto:sao@millets.res.in)**  
**Website: [www.millets.res.in](http://www.millets.res.in)**

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Name of the Firm :

Registered /Postal Address :

1	Permanent Account Number (PAN) No		
2	Service Tax Registration No.. if applicable		
3	BANK DETAILS:		
	a	Bank Name	
	b	Branch Address	
	c	Account No	
	d	Type of Account (Current/Savings)	
	e	MICR No	
	f	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

**TENDER ACCEPTANCE LETTER**

*(To be given on Company Letter Head)*

Date:

To,

.....  
.....  
.....

**Sub: Acceptance of terms and conditions of tender.**

**Tender Reference No.:**

**Name of tender/work:-**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/we have downloaded / obtained the tender documents(s) for the above mentioned 'Tender/work' from the web site(s) namely:

\_\_\_\_\_  
\_\_\_\_\_

As per your advertisement, given in the above mentioned website(s).

1. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department / organizations too have also been taken into consideration, while submitting this acceptance letter.
3. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality / entirety.
4. I/we do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public Sector Undertaking.
5. I/we certify that all information furnished by the our Firm is true and correct and in the event the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)

**INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are requested to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION:**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link **“Online Bidder Enrolment”** on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority Recognized by CCA India (e.g. Sify/nCode/eMudhra etc. ), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC /e-Token.

**SEARCHING FOR TENDER DOCUMENTS:**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, other keywords etc. To search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS:**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “Offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The Original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- Bidders are requested to note that they should necessary submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changes.

Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS:**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



**EVALUATION OF BID**

1	Name of the service provider/agency	
2	Address with telephone No., Fax No. E-mail	
3	Contact person's name	
4	Essential details with copies of certificate for the following  1. Agency Registration certificate for under shops & Establishment Act. 2. Income Tax clearance for the last 3 years 3. Sales Tax clearance/VAT 4. EPF registration 5. ESI registration 6. Experience certificate for the last three years in providing manpower for office/horticulture field work 7. A certificate to the effect that there is no litigation against the agency.	
5	Turnover details for Rs. 50.00 Lakhs p.a. for the of last three years (supporting documents must be enclosed )	
6	Details of staff employed by the agency for its business operation (category wise)	
7	Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI/minimum wages act or other laws (give details). The agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.	
8	Whether Bid security/EMD is enclosed, if so provide details thereof.	

Declaration:

I/We hereby certify that the information furnished above is correct & true to the best of our knowledge. I/We understand that in the event of information being found false at any stage, the agency will be blacklisted and will not have any dealing with the IIMR in future.

SIGNATURE OF AUTHORISED SIGNATORY  
WITH SEAL

**FINANCIAL BID**

Name of the agency along with address and telephone No.

Type of charges to be claimed by the agency.
<i>Service charges. It should be quoted in INR, the total emoluments payable per person, per day in respect of manpower supplied.</i>
Any other charges * ( details to be given )

- If no details are specified the amount will be treated as NIL

SIGNATURE WITH SEAL

**CHECK LIST**

<b>SNO</b>	<b>PARTICULARS</b>	<b>PAGE NO</b>	<b>SUBMITTED (Y/N)</b>	<b>PDF file name</b>
<b>1</b>	TENDER FEE : RS.                      DD.NO.                      DT.			
<b>2</b>	EMD EXEMPTION – NSIC/MEME/			
<b>3</b>	POWER OF ATOORNEY			
<b>4</b>	TENDER DOCUMENT			
<b>5</b>	CLIENT LIST			
<b>6</b>	FIRM REGISTRATION, MOA & AOA			
<b>7</b>	LABOUR LICENCE			
<b>8</b>	ISO CERTIFICATE			
<b>9</b>	GST NO.			
<b>10</b>	SERVICE CERTIFICATES (Experience)			
<b>11</b>	IT RETURNS            (Last 3 Years)			
<b>12</b>	TURNOVER CERTIFICATE (Last 3 Years)			
<b>13</b>	EPF AND ESIC CERTIFICATE (Last 3 years)			
<b>14</b>	EPF AND ESIC PROOFS			
<b>15</b>	PAN			
<b>16</b>	SERVICE TAX CERTIFICATES			
<b>17</b>	SERVICE TAX PROOFS (Last 3 years)			
	<b>Documents to be Submitted after awarding the Contract</b>			
<b>18</b>	CONTRACT LABOUR LICENCE			
<b>19</b>	NOTARIZED AFFIDAVIT AND UNDERTAKING			
<b>20</b>	AFFIDAVIT			
<b>21</b>	AGREEMENT			

Note: \* Please Mention the page No's and PDF file name, failing which bid will be liable for rejection.

Signature with seal.....  
Address.....  
Email.....  
Ph.No.....