

ICAR – INDIAN INSTITUTE OF SOIL SCIENCE

NABI BAGH, BERASIA ROAD, BHOPAL - 462038

TENDER DOCUMENT

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR ANNUAL CONTRACT OF **FARM OPERATIONS ON WORK AREA BASIS UNDER AGRICULTURAL SECTOR**SERVICES FOR A PERIOD OF ONE YEAR ON JOB/ WORK CONTRACT BASIS AT ICAR-IISS, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

Contact Details SENIOR ADMINISTRATIVE OFFICER ICAR – INDIAN INSTITUTE OF SOIL SCIENCE, NABI BAGH, BERASIA ROAD, BHOPAL - 462038, MADHYA PRADESH TEL. NO. (0755) 2747375, 2730970 (EXT. NO. 233 &134) FAX. NO. (0755) 2733310 E-mail: <u>director@iiss.nic.in</u> Website<u>http://www.iiss.nic.in</u>

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<u>BY SPEED POST/FAX</u> ICAR-Indian Institute of Soil Science Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.) Tel. No.(0755)2730970/2734221 (Ext. No. 233& 261) Fax. No. (0755) 2733310

F.No.2-29/21-22/FO/IISS

Date: -22/09/2023

TENDER NOTICE

Online bids are invited from reputed & interested firms for Work/job annual contract for **FARM OPERATIONS ON WORK AREA BASIS UNDER AGRICULTURAL SECTOR** at ICAR Unit, IISS- Bhopal for a period of one year, extendable by **one more year** subject to satisfactory performance and mutual agreement. A demand draft of Rs. 25,000/-(Rupees Twenty Five Thousand only) as earnest money deposit (EMD) is to be made in favour of ICAR Unit -IISS, Bhopal and may be addressed to Director, ICAR-IISS, Bhopal

		Details of Tender Deposit
1.	Earnest Money Deposit	Rs.25,000/- (Rupees One Lakh only) In form of
		DD/FDR only in favour of ICAR Unit-IISS, Bhopal
2.	Security Deposit	10% of the total value of contract
		N

Tender Schedule (Critical date sheet)

Tender id	
Tender No.	<u>2-29/21-22/FO/IISS</u>
Name of Organization	Indian Institute of Soil Science
Date and Time for issue/Publishing	<u>21/09/2023</u>
Document Download/Sale Start Date and Time	<u>21/09/2023 06:40 PM.</u>
Document Download/Sale End Date and Time	<u>13/10/2023 05:00 PM.</u>
Pre Bid Meeting Date & Time	NA
Bid Submission Start Date and Time	<u>22/09/2023 10:00 AM</u>
Bid Submission End Date and Time	<u>13/10/2023 05:00 PM</u>
Technical Bid Opening Start Date and Time	<u>16/10/2023 10:00 AM</u>
Price Bid Opening Start Date and Time	To be notified later
Address for Communication	Director, Indian Institute of Soil Science,
	Nabibagh, Berasia Road, Bhopal 462 038

On-line bids are invited under two-bid system (containing technical bid & financial bid) through e-procurement system of CPP Portal from registered/well-established /reputed firms for a period of one year extendable by one more years' subject to satisfactory performance at ICAR-IISS, Bhopal.

The instructions for uploading the tender/quotation may be obtained from the website of CPP portal i.e. <u>http://eprocure.gov.in</u>.

Tender form, terms & conditions can be downloaded from the website <u>http://eprocure.gov.in</u>, upto 06:00 PM of 28/07/2023 and <u>www.iiss.icar.gov.in</u>. On-line bids/complete in all respects should be submitted through CPP Portal <u>http://eprocure.gov.in</u> only on or before the last date and time i.e. 13/10/2023 at 05:00 PM.

In case, holiday is declared by the Government on the day of opening of bids, the bids will be opened on the next working day at the same time. The Director, IISS, Bhopal reserves the right to accept or reject any or all the tenders without assigning any reasons.

Please note that only online bids submitted through CPP Portal will be accepted. The rates quoted in the uploaded BOQ shall only be considered for comparison of financial bids.

Technical Bid and Financial Bid (BOQ) should be uploaded separately.

I/c Senior Administrative Officer ICAR-IISS, Bhopal



BY SPEED POST/FAX ICAR-Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.) Tel. No.(0755)2730970/2734221 (Ext. No. 233& 261) Fax. No. (0755) 2733310

F. No. 2-29/21-22/FO/IISS

Dated: - 21.09.2023

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS FOR **FARM OPERATIONS ON WORK AREA BASIS UNDER** <u>AGRICULTURAL SECTOR</u>.

From: - Director,

ICAR-Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal – 462038 (M.P.).

То

Dear Sir(s),

Online Tenders are hereby invited on behalf of the Director, ICAR-IISS, Bhopal for <u>FARM</u> <u>OPERATIONS ON WORK AREA BASIS UNDER AGRICULTURAL SECTOR</u> FOR A PERIOD OF ONE YEAR ON JOB/WORK CONTRACT BASIS AT ICAR-IISS, BHOPAL AND EXTENDABLE BY ONE MORE YEAR SUBJECT TO SATISFACTORY PERFORMANCE OF THE VENDOR AND MUTUAL AGREEMENT.

- 1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the ICAR-IISS, Bhopal as detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.
- 2. Earnest money of **Rs. Twenty Five Thousand only (Rs.25,000/-)** must be deposited in the form of DD/FDR to ICAR Unit IISS, Bhopal **to Director, ICAR-IISS, Bhopal on or before the last date/time of submission**. The particulars of the earnest money deposited must also be super scribed on the top of the envelope by including the DD/FDR number and date failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outright.
- 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 resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the IISS, Bhopal. 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 ICAR-IISS, Bhopal. An undertaking as per Annexure III, is also required to be submitted by the tendering firm.
- 4. The schedules of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases, reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated by means

of a separate letter along with the tenders.

- 5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm 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 partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 6. If a tenderer does not accept the offer, after issue of letter of award by ICAR-IISS, Bhopal within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the ICAR-IISS, Bhopal 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 tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer and should be uploaded along with technical bid.
- 8. The EMD must be deposited with Director, ICAR-IISS during working hours i.e. 10:00AM to 5:00 PM on all working days (except Saturdays, Sundays and Gazetted Holidays) before the last date/time for submission of bids, failing which bids will not be accepted. EMD must be in the form of Demand draft in favour of ICAR Unit, IISS- Bhopal.
- 9. The financial bid (BOQ) will be opened for the technically qualified tenders only. The date of opening of financial bid would be intimated to technically qualified tender through notice given on our website.
- 10. An amount equivalent to 10% of the total contract value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit only after receiving a communication from the IISS, Bhopal. In the event of non-deposition of the same, the earnest money will be forfeited.
- 11. No interest on security deposit and earnest money deposit shall be paid by the IISS to the tenderer.
- 12. The bid validity period is 120 days from the date of opening of technical bid.
- 13. The Interested bidders may visit the Institute campus for assessing scope of work before applying for on line tender.
- 14. The tender shall be awarded on the basis of job contract basis. The Institute would not impose any restriction on number of workers/machinery to be deployed by the successful bidder to carry out the activity successfully as per the satisfaction of the Institute. The successful bidder to the Institute.
- 15. The financial bids of technically qualified bidders shall be evaluated strictly on the basis of rates quoted for the activities to be performed. The quoted rates shall inclusive of contractor commission/service charge/profit margin.
- 16. GST would be calculated additionally over and above the calculation arrived.

- 17. The tender is on job contract basis, the bid amount would be intact during the contract period and no additional amount would be paid for any reason. Bid amount shall not be revised during the contract period.
- 18. Since, the proposed activities/requirements are seasonal in nature, the successful bidder shall be liable to perform the required activity in short notice.
- 19. The GST or any other applicable tax which is as per the rules of the Government shall be reimbursed to the successful bidder, on production of challan of exact amount of GST as claimed by firm as rules/instructions made applicable from time by government.
- 20. The successful bidder shall quote institute GST no. on bill for claiming input credit of GST by the institute.
- 21. In accordance with O.M. No. 29(1)2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charge shall be treated as unresponsive and will not be considered.
- 22. Decision of Director, ICAR-IISS shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any on the contract will be settled at his level by mutual consultation and in case of failure of settlement, disputer shall be referred to the sole arbitrator to be appointed by the Director, ICAR-IISS. The decisions of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1962 as amended from time to time.
- 23. Acceptance by the Director, ICAR-IISS will be communicated by fax/express letter/e-mail or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/express letter etc. should be acted upon immediately.
- 24. The Director, ICAR-IISS does not pledge itself to accept the lowest or any tenders and also reserves to itself right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
- 25. The Director, ICAR-IISS in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in the Annexure-II of this document, at its discretion, in the interest of the job/work.
- 26. Successful Bidder/tenderer will have to enter into a detailed contract agreement with ICAR-IISS on non-judicial stamp paper of Rs. 500/- (Five Hundred Only) or appropriate value as per Rules in force.
- 27. Any loss/damage/theft to the institute/individual property in institute campus due to the negligence of workers provided by the firm would be recovered from the dues of bidder.
- 28. The shortcoming/deficiency in Services, by the workers employed by the successful bidder, shall be taken seriously and would be intimated to bidder and fine of Rs. 1000/- per day shall be imposed. Even after serving the notice, if it is observed that the form is not improving its shortcoming/deficiency, the contract would be terminated on the cost of bidder and performance security would be forfeited.
- 29. The service provider shall arrange all consumable like uniform, Identity card, and any other item. The Institute shall not pay any amount on account of consumable required for the service.
- 30. The bidder shall be responsible for compliance of all statutory provisions relating to

minimum wages, EPF & ESI in respect of personnel deployed by them to the office. All such statutory requirement must be compiled with by the firm.

31. The contract would be awarded to the bidder having maximum year of working experience in Govt./Autonomous org./ PSU, in case of similar service charge quoted by multiple firms.

Technical Bid shall contain the following: -

The following documents are required to be uploaded for evaluation of technical bid.

- 1. Scanned copy of Demand Draft/FDR of earnest money deposit (EMD).
- 2. Scanned copy of Registration Certificate of the firm as per Indian Companies Act, 1956 or Indian Partnership Act, 1932.
- 3. Scanned copy of License under the Contract Labour (Registration & Abolition) Act, 1970.
- 4. Scanned copies of EPF and ESI Certificate issued by the local Government/Appropriate authority.
- 5. Scanned copy of numbers of Staff registered under ESI & EPF separately.
- 6. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.
- 7. Scanned copy of last 3 years' continuous experience in the field of providing MANPOWER SERVICES/WORK SERVICES in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations.
- 8. Scanned copy of audited balance sheet of the firm to fulfill the requirement of minimum average annual turnover of the firm not less than Rs. 50,00,000/- (Rupees Fifty Lakhs Only) during the last three years duly certified by the Chartered Accountant.
- 9. Scanned copy of GST registration.
- 10. Scanned copy of PAN Card.
- 11. Copy of Banker's details along with Name of the Bank, Account No and Address proof
- 12. An undertaking as per attached Format (Annexure III) duly attested by Notary on a nonjudicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years.
- 13. Income tax return for last three years

Original undertaking (Sl. No. 12) should be submitted along withEMD. Only those firms who qualify in the technical bid will be considered for financial bid. **Financial bid (BOQ) should be uploaded separately.**

Yours Sincerely,

Sr. Administrative Officer

TENDER FOR FARM OPERATIONS ON WORK AREA BASIS

Full Name & Address of the Tenderer in:addition to Post Box No., if any, shouldbe quoted in all communications to thisofficeTelephone No.FAX/Mobile No.

E-Mail address		

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From

То

The Director,

Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal – 462 038 (M.P.)

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for 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 Financial Bid to this Tender and I/we agree to hold this offer open till 120 days. The rates quoted will be valid for a period of one year in the event of award of the Contract.

- 1. I/We shall be bound by a communication acceptance dispatched 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. The following pages have been added to and form a part of this Tender. The Schedules-I, &II are accompanied with this Tender.
- 4. Every page so attached with this Tender bears my signature and the office seal.
- 5. DD/FDR No......Dated...... of Rs. drawn in favour of ICAR Unit,IISS-Bhopal and payable at SBI, CIAE Branch, Bhopal enclosed as earnest money required.

Yours faithfully,

Signature & Seal of the Tenderer Telephone No. Office

Name of the Witness

Resi.

Mobile

Occupation_____(alongwith Address Proof)

Address_____

Signature of witness to contractor's signature Address:

Name & Signature of Witness: Address: Signature of the tenderer.....

SCHEDULE-I

SCHEDULE TO TENDER

PARI-I		
1	Name of the Firm/Agency	
2	Full Address with PIN code Telephone No/Mobile No	
3	Constitution of the Firm/Agency (Attach copy)	
	Indian Companies Act 1956 Indian Partnership Act,1932:	
	(please give names of partners) Any other Act, if not the owner	
4	For partnership firm whether registered under The Indian	
i)	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	
	firms authorizing the partner who have signed the tender to	
	refer dispute concerning business of the partnership to	
	arbitration	
	If answer to above point one and two is in the 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 in execution would be	
	admitted by affidavit on a properly stamped paper by all	
	partners	
5	Name and Full Address of Bankers	
6	Permanent Income Tax (PAN) No./circle/Ward	
7	Any other relevant information	

Signature of the tenderer

Part - II

8. Earnest money Deposited:

Date: -	
Place: -	

AUTHORISED SIGNATORY

DETAILS OF VARIOUS ACTIVITIES TO BE PERFORMED UNDER JOB

CONTRACT OF FARM OPERATIONS

S1.	Particulars	Detail of work to be done	Job clarification	Rate to be
No.				quoted including contractor commission
1	Weeding	Manual weeding with khurpi and complete removal of the weed with roots and not just cutting the weeds at ground level and dumping the removed weeds outside the field or as directed by Indenter	About 30-35 unskilled man days required per hectare; the intensity of work will be more during July- September.	Rs/- Per Hectare
2	Harvesting of crops	The job includes harvesting, bundling, transporting of harvested crops to the threshing floor and removal of residue from the field. Tractor & trolley will be provided by the Institute.	About 20-25 unskilled man day required for the operation on hectare basis	Rs/- Per Hectare
3	Mechanical harvesting of crops	Harvesting, threshing, cleaning and bagging by mechanical manner. i.e. combine harevestor reapor etc.	Bagging to be done along with harvesting	Rs/- Per Hectare
4	Manual Thrashing of crops	Manual thrashing, cleaning, bagging	About 2 quintal/day/unskilled labour	Rs/- Per quintal
5	Mechanical thrashing of crops	Thrashing of crops using mechanical thrasher, cleaning bagging all crops	To thrash and clean about 5 quintal/day	Rs/- Per quintal
6	Digging of pits for plantation of horticulture tree crops	Pit size 3x3x3 ft	About 5 to 6 pit in a day/unskilled labour	Rs/- Per pit
7	Weeding and basin making in horticultural tree crops	Weeding in horticulture crops viz mango/guava/amla/lime, cleaning and basin making 3x3 ft. dia, basin to be prepared from outside soil	10 basins/day/unskilled person	Rs/- Per job (basin making as required)
8	Hiring of JCB machine and dozer	For earth work/leveling and development work, removal of unwanted plants, water harvesting, pond reshaping etc.	Including the cost of diesel and manpower	Rs/- Per hour
9	Machine operate herbicide spray, Insecticide spray	Tractor mounted spray of chemicals. The job is to provide labour for spray on per hectare basis.	Approximately 1 ha. Can be covered in one day by 3 labours. Chemicals, spryer, Tractor and driver will be provided by the	Rs/- Per Hectare

			Institute.	
10	Supply of water tankers	Water tankers of 5000 ltr capacity for farm and Horticulture purpose	At least 30 to 40 tankers per day in peak working time	Rs/- Per Hectare
11	Supply of FYM	Supply of good quality decomposed FYM (capacity 1 ton per trolley)for farm and Horticulture (Fresh cow dung will not be accepted)	Including handling charges and to be transported to field	Rs/- Per trolley

The above mentioned works don't attract GST being jobs under Farm sector

Note: - The above job clarification is only indicative in nature and will not be a limiting factor for evaluation of financial bids.

Signature of Bidder with seal

Annexure-I

S1. No.	Name of the Dept. organization & Name of the contract person with Phone No.	Period		No. Of Staff deployed	Remarks
		From	То		

Details of the experience (during last 3 years)

(Authorized Signatory)

ANNEXURE-II

OTHER TERMS & CONDITIONS

- 1. 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.
- 2. The persons so provided by the agency under this contract will not be the employee of the IISS, Bhopal and there will be no employer-employee relationship between the IISS and the person so engaged by the contractor in the aforesaid services.
- 3. The contractor will discharge all his legal obligations in respect of the workings/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
- 4. The contractor shall indemnify and keep indemnified the IISS, Bhopal 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 Director, IISS, Bhopal shall be final and binding on the contractor.
- 5. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
- 6. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
- 7. The contractor must employ adult contractual staff (21-58 years) only. Employment of child labour shall lead to termination of the Contract.
- 8. Any change in service provider or contractual worker should be done in consultation with IISS, Bhopal authority. Abrupt and unjustified changes will not be accepted.
- 9. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
- 10. The selected agency shall provide the necessary personnel to IISS, Bhopal as per labour acts prevalent as per GOI or M.P. whichever is applicable. The agency shall employ good and reliable service provider/Contractual persons with good health. In case any of the personnel so provided is not found suitable by the IISS, Bhopal the IISS shall have the right to ask for his replacement without giving any reasons thereof and the agency shall on receipt of a written communication with have to replace such persons immediately.
- 11. The contractor shall not sublet the work without prior written permission of the IISS, Bhopal.
- 12. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 13. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of IISS, Bhopal for the purpose. All complaints should be immediately attended by the Agency.
- 14. All the contractual workers should maintain discipline, punctuality and obedience in the campus. Any misconduct would entail the administration to instruct the contractor to replace the person immediately.
- 15. Payment to the Contractor will be made after completion of work/supply within a period of 30 days.
- 16. Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.
- 17. The Director, IISS, Bhopal reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, IISS, Bhopal shall be final and binding on the Contractor/Agency in respect of clause covered under the contract.

Signature of tenderer.....

Annexure – III

UNDERTAKING

I/We have read and understood General Terms and Conditions contained in the ICAR-IISS, Bhopal application form for contract. I/We do hereby declare that all the details provided in this application form are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR- Indian Institute of Soil Science, Bhopal.

I/We do hereby also accept ICAR-IISS, Bhopal have the right to accept or reject this application and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-IISS, Bhopal any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-IISS, Bhopal to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Signature:
Name:
Designation:
Address:

Place: -	•••	 	
Dated: -	·	 	

INSTRUCTIONS TO CONTRACTOR FOR STATUTORY COMPLIANCES FOR WORK CONTRACT

1. <u>Statutory registration and clearances</u>

Contractor shall commence the work only after obtaining valid labour license, independent provident fund no. ESI registration no., GST and income tax no and clearance certificate in respect of provident fund, ESI and income tax from respective enforcement authorities.

2. Identity card

Contractor shall provide to each of his employee an identity card which shall have his photograph verified by the contractor, his name, place of work and name of the contractor.

3. Statutory obligation

- 3.1 contractor shall engage only adult worker (in the age group of 18 years and 58 years)
- 3.2 Contractor shall follow local laws as far as possible.
- 3.3 In case contractor deploys women worker obligation under woman's laws should be followed.

4. PF & ESI Contribution & Return

- 4.1 PF & ESI contribution of workers engaged shall be borne by the contractor as per laws/rules in force & shall produce papers/records whenever asked to do so.
- 4.2 Contractor shall fully comply all other formalities as per the PF & ESI statutory provisions and submit a copy of the challan etc to IISS, Bhopal for replying to statutory authorities in case of any complaints.
- 4.3 Verification of the character and antecedents of new workers from police authorities are to be got done by the contractors and should submit to the office before commencement of Contract. In case of old workers these certificate should be renewed every year.

5. Medical care in case of accident.

- 5.1 The agency shall agree to get all the staff members insured against any liabilities arising under the workmen's compensations act or under the common law. This aspect shall not be a liability on the part of the Institute in any case.
- 5.2 It is responsibility of contractor to undertake necessary care and make arrangement for transportation and the treatment of his workers.
- 5.3 Contractor should assist and guide his workers.

6. <u>Supervision</u>

It is the duty of the service provider to provide quality services and hence can get the work supervised by qualified supervisors to supervise and control the workers at the work spot during execution of work for effective supervision. They will also identify their worker and regulate entry at gate at the time of entering and leaving the premises. Name and address of the Supervisor shall be submitted to the concerned department by the contractor.

7. Payment of Wages

7.1 Payment shall be made by contractor to his workers as per their category & nature of work which shall not be less than the rates declared from time to time under minimum wages Act. By govt. of M.P or central Govt. whichever is higher.

8. Safety and Disciplinary action

8.1 Contractor shall ensure that the workers do not indulge in any unsafe or hazardous activities. They may use safety shoes, gloves, dress etc for day-to-day farm operation work. All such safety requirements will be provided by the contractor.

9. Records & information to be furnished by contractor.

- 9.1 Contractor shall maintain neatly, completely and legibly registers, records reports and returns for inspection by various authorities at short notice.
- 9.2 Contractor shall provide full particulars of each worker deployed by him before start of the work from time to time.

CHECK LIST (TECHNICAL BID) SUMMARY OF COMPLIANCE T REQUIREMENT OF TENDER

Sr. No.	Description of requirement	Yes/No	Page No.
1.	Scanned copy of DD/FDR of earnest money deposit (EMD).		
2.	Scanned copy of Registration Certificate of the firm as per Indian Companies Act. 1956 or Indian Partnership Act. 1932.		
3.	Scanned copy of License under the Contract Labour (Registration & Abolitions) Act. 1970.		
4.	Scanned copies of ESI and ESI Certificate issued by the local bodies/appropriate authority.		
5.	Scanned copy of numbers of Staff registered under ESI & EPF separately.		
6.	Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC), if applicable.		
7.	The firm should have 3-year continuous experience in the field of providing services for FARM OPERATION WORK in Central Govt./Autonomous		
	bodies/Corporations/State Govt./PSUs/Reputed public organizations, ifotherwise not exempted for SME/MSME/Startup firms. (Scanned copy).		
8.	Scanned copy of audited balance sheet of the firm to fulfill the requirement of average minimum annual turnover of the firm not less than Rs. 50,00,000/- (Rupees Fifty Lakhs Only) during the last three years.		
9.	Scanned copy of GST registration.		
10.	Scanned copy of PAN Card.		
11.	Copy of Banker's details along with Name of the Bank, Account No and Address proof		
12.	An undertaking as per attached Format (Annexure-III) duly attested by Notary on a non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Department. Public Sector Undertakings and/or by Central Vigilance commission during the last three years. Original undertaking should be submitted along with EMD.		
13.	Income Tax returns for last 3 years.		

Only those firms who qualify in the technical bid will be considered for financial bid.

Financial bid (BOQ) should be uploaded separately.

Declaration by the Tenderer:

This is to certify that I/We signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of tenderer.....

Liquidated Damage Clauses/Penalty Clause

- 1. The shortcoming/deficiency in Services, by the workers employed by the successful bidder, shall be taken seriously and would be intimated to bidder and fine of Rs. 1000/- per day shall be imposed. Even after serving the notice, if it is observed that the firm is not improving its shortcoming/deficiency, the contract would be terminated on the cost of bidder and performance security would be forfeited.
- 2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.

TERMINATION CLAUSE: -

The Agreement of the contract can be terminated with two months' notice from either side on the technical issues beyond logical solutions. However, in case of Service Provider/Contractor issuing notice, the expenses incurred due to such breach shall be recovered from the security deposit or pending bills or by raising a separate claim.