



**M.P. WATER AND LAND MANAGEMENT INSTITUTE
KALIASOTE DAM, KOLAR ROAD, BHOPAL-462016**

TENDER DOCUMENT (TWO BID SYSTEM)

**TENDER FOR ANNUAL JOB CONTRACT FOR CARRYING OUT
AGRICULTURAL AND HORTICULTURAL WORK AT WALMI,
BHOPAL**

**TENDER FOR ANNUAL JOB CONTRACT FOR CARRYING OUT AGRICULTURAL AND
HORTICULTURAL WORK AT WALMI, BHOPAL**

Tender No.- 01/2020-21

No:

Dated: 03.07.2020

E-tender on double bid system is invited on behalf of the Director, WALMI, Bhopal for **TENDER FOR ANNUAL JOB CONTRACT FOR CARRYING OUT AGRICULTURAL AND HORTICULTURAL WORK AT WALMI, BHOPAL**. The details of the Scope of work, Schedule of requirements and terms & conditions of the contract are given in the enclosed Annexures. Details of the tender are given below:-

CRITICAL DATA SHEET (SECTION)

TENDER NUMBER	01/2020-21
TENDER DOCUMENT COST	Free of Cost downloadable from the e-procurement https://mptenders.gov.in portal
Description Of Work	Annual Job Contract For Carrying Out Agricultural and Horticultural Work At WALMI, Bhopal.
TYPE OF TENDER	Two Bid System (Technical & Financial)
BID SUBMISSION START DATE AND TIME	06.07.2020 1100 hrs.
BID SUBMISSION END DATE AND TIME	22.07.2020 1700 hrs.
DATE AND TIME OF OPENING OF TENDERS (TECHNICAL BID) ONLINE	
PRE-BID MEETING (MANDATORY)	10.07.2020
OPENING OF TENDERS (FINANCIAL BID)	After evaluation of technical bid(s)
BID VALIDITY	90 days from the date of Technical Bid opening
EMD	Rs.2,00,000/- (Rupees Two lakh only) by online payment in Account of Director, WALMI, Bhopal Bank Name : Punjab National Bank, IFSC : PUNB0647600 A/C No. : 6476000100023135
EMD VALIDITY	90 days from the date of Technical bid opening
SECURITY DEPOSIT (SD)/PERFORMANCE BOND (PB)	Rs. 8,00,000/- (Rupees Eight Lakh only) in form of Account Payee Demand Draft/banker's Cheque / FDR/TDR in favour of Director WALMI, Bhopal to be deposited at the time of agreement.

VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF BIDS	Online bids (Technical & Financial) uploaded on Portal (www.https://mptenders.gov.in) from 06.07.2020 to 22.07.2020 up to 05.00 P.M. Hard Copy of the tender must also be submitted along with the EMD in acceptable form to Administrative Officer, WALMI, Bhopal before the closing date and time.
Details of tender	Tender Documents and Notice is also available on WALMI website www.mpwalmi.org

Scope of the proposed work and other requirements connected to the contract, including formats of the bids, terms and conditions of the contract, etc. are enclosed to this Tender Invitation, as per the following details:

3.1	Letter of Invitation	ANNEXURE-I
3.2	Instructions To Bidders	ANNEXURE-II
3.3	Technical Evaluation Criteria	ANNEXURE-III
3.4	Scope Of Work	ANNEXURE-IV
3.4	Tender Submission& Technical Check List	ANNEXURE- V
3.7	Certificate to be given as part of Technical Bid	ANNEXURE- VI
3.8	Financial Bid (BOQ)	ANNEXURE- VII
3.9	EMD Refund Request	ANNEXURE- VIII
3.10	Solvency Certificate Format	ANNEXURE- IX
3.11	Draft Agreement	ANNEXURE- X

- The prospective bidders can inspect the premises of WALMI Campus Bhopal on any working day during the mentioned date/period between 2 to 4 PM. They may contact Administrative Officer,WALMI, Bhopal
- Pre-bid Meeting will be held on 10.07.2020 at 2.30 PM in the Visitors Room /Seminar Hall with bidders. Interested bidders are compulsorily required to participate in the meeting for any clarification related to this contract. Bidders who do not participate in Pre-Bid Meeting will not be considered for technical evaluation.
- Tender document including all Annexures, Appendix, except the Financial Bid in Annexure-VII, will be part of the Technical Bid which must contain the scanned copy of EMD and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on Portal ([www.https://mptenders.gov.in](https://mptenders.gov.in)). Hard copy of the tender along with original EMD must be submitted to Administrative Officer,WALMI, Bhopal before the last date of submission of Tender on Portal.

Yours faithfully,

AdministrativeOfficer
WALMI, Bhopal

e-TENDER NOTICE

No: WALMI/W-11/Tender/2020-21

Dated: 04.07.2020

The Director WALMI Bhopal invites online advertised tender in Two Bids System (Technical and Financial) through e- tendering from reputed firms with adequate experience for “Annual Job Contract for Carrying out **Agricultural and Horticultural Work** at WALMI Bhopal.”. Eligible firms may submit tenders/bids online on CPP Portal ([www.https://mptenders.gov.in](https://mptenders.gov.in)) from 06.07.2020 to 22.07.2020 up to 05.00 P.M. Tenderers are required to submit Technical Bids and essential documents both online and in hardcopy to the Administrative Officer, WALMI, Bhopal, Bhopal before tender closing date. Details can be obtained from www.mpwalmi.org

Yours faithfully,

AdministrativeOfficer
WALMI, Bhopal

Copy to:

1. Incharge Prakoshtha No. 1, WALMI, Bhopal for information.
2. Incharge Prakoshtha 2, WALMI, Bhopal for information.
3. I/C Computer Centre for uploading at website and portal
4. Accounts Officer, WALMI, Bhopal, for information.

LETTER OF INVITATION

Dear Tenderer,

.....
.....

Online bids are hereby invited on behalf of Director, WALMI, Bhopal for "Annual Job Contract for Carrying Out **Agricultural and Horticultural Work** at WALMI, Bhopal". The terms and conditions of the contract are detailed in the tender document. Please submit your offer if you are in a position to provide the requisite services in accordance with the requirements stated in the attached Annexures. Please **submit your Technical and Financial bid online. Technical Bids and other essential documents must also be submitted in hardcopy form at WALMI, Bhopal before tender closing date.**

1. An earnest money of Rs. **2,00,000/- (Rs. Two Lakh Only)** must be deposited in the form in form of Account Payee Demand Draft/banker's Cheque / FDR/TDR in favour of Director, WALMI, Bhopal. The particulars of the earnest money deposited must also be mentioned on the top of the envelope. The agencies which are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The tenders will not be considered if earnest money/exemption certificate is not deposited with the tenders. EMD shall be refunded to unsuccessful firm without paying any interest by WALMI.
2. The firm, after submitting tender, will not be permitted to withdraw their offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation, EMD will be forfeited. In the event of the offer made by the firm not being accepted, the amount of EMD will be refunded, in the manner prescribed by the WALMI.
3. Director, WALMI reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of WALMI, for any justifiable reasons, not mandatory to be communicated to the Tenderer. His decision will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be settled at his level and will not be referred to arbitration.
4. Acceptance of the offer will be communicated by email/ fax/ 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 email/ fax / letter should be acted upon immediately.
5. Essential documents required for technical evaluation of bids are detailed in Annexure-III.

Yours faithfully,

Administrative Officer
WALMI, Bhopal

ANNEXURE-II

INSTRUCTIONS TO BIDDERS

1. BACKGROUND:

WALMI Bhopal is a prestigious institute located at Kaliasote Dam, Kolar Road, Bhopal with a big Agricultural Research Farm that include field crops, orchards, protected cultivation structures, lawns, ornamental trees, etc. and other establishments including residential area, Guest House and Training Centre.

The tendering firm has to carefully assess the scope of work with specific reference to the farm and related area of the campus and understand the details of the infrastructure/facilities requisitioned. The tenderer may, in their own interest, inspect WALMI Campus where the services are to be provided. For any clarification (s) as to the tender/scope of work or inspection of the premises, the prospective bidders may contact Administrative Officer with prior appointment on phone No.0755-4082502 on any working day between 2 to 4 PM.

2. TENDER PROCESS:

Tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly-filled shall be submitted online.

Complete set of **only** Technical Bid must also be submitted in hard copy to the Administrative Officer, WALMI, Kaliasote Dam, Kolar Road, Bhopal Bhopal 462026.

Technical Bid uploaded on the portal must contain the scanned copy of EMD and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on Portal ([www.https://mptenders.gov.in](https://mptenders.gov.in))

Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from Portal ([www.https://mptenders.gov.in](https://mptenders.gov.in)).

In case of any ambiguity or dispute between the documents submitted online and offline, the documents/version submitted in online mode will be considered.

Bids shall contain information as under:-

TECHNICAL BID:

1. This shall contain the entire tender document, except Annexure- VII, which relates to the Financial Bid, with each page signed with the stamp of the Bidder.
2. Scanned copy of Earnest Money Deposit (EMD) amounting to **Rs 2,00,000/- (Rs. Two Lakh Only)**
3. All other required essential documents towards eligibility and experience criteria are mentioned in Annexure- III.
4. No price shall be mentioned in this document anywhere. If price is mentioned in the technical bid, the offer will be rejected.

(a) FINANCIAL BID:

This shall contain the schedule of rates duly filled and signed in the prescribed format i.e. Annexure- VII.

3. TERMS AND CONDITIONS OF BID/ TENDER:

The tender must be in the prescribed formats only and shall be accompanied with all other necessary documents. There shall be no correction or overtyping etc. The amount mentioned in the words would prevail if there is any difference between amount in figures and words.

No conditional bid will be accepted.

The EMD will be refunded to the unsuccessful bidders as soon as practicable after a decision has been taken on the Tender and to the successful bidders after furnishing the required security deposit for the contract.

No interest will be paid on EMD amount.

Director WALMI, Bhopal reserves the right to reject all or any of the quotations, and decision of the Director WALMI in the matter shall be final and binding.

The successful bidder shall have to deposit Rs. 8.00 Lakh as performance /security deposit and within the time frame indicated by the WALMI. The performance /security deposit will be refunded after completion of the contract i.e. after 60 days of expiry of contract without any interest. The performance/security deposit shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the service/performance noticed during the currency of the contract.

For any help for submission of online bids, bidders may refer "Help" tab on the website [www.https://mptenders.gov.in](https://mptenders.gov.in)

The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not withdraw his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the EMD will be forfeited by the WALMI. 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, in the manner prescribed by WALMI.

The tenderer is liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the WALMI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

4. EVALUATION OF BIDS:

Evaluation will be done separately for Technical Bids and Financial Bids.

Evaluation of Technical Bids: Submission of Essential Documents

Essential documents for eligibility and qualification of technical bids are listed in **ANNEXURE-III** of the Tender Document. These documents must be enclosed with the Tender form for technical evaluation of the bids. Bidders who fail to comply / provide/ submit these essential documents will be rejected in Technical Evaluation.

Financial Evaluation: Financial proposals/ bids of the firm/ agency, who qualify in Technical Evaluation, will be opened/ downloaded from CPP Portal. Final award will be given to the Lowest Evaluated Bidder. For deciding overall bid value, "Approximate quantum of work" (column 4 of financial bid, i.e. annexure VII) and "Rate quoted per unit" (column 6 of financial bid, i.e. annexure VII) would be multiplied and then added to arrive at a cumulative value.

In case bid value of one or more firms/agency are same, decision will be taken on the basis of "Average Turnover" calculated for the last three financial years (2017-18, 2018-19 and 2019-20). The firm with higher "Average Turnover" for three years will be preferred.

5. AWARD OF CONTRACT:

The work shall be awarded to a single firm whose consolidated bid value is lowest fulfilling all the terms and conditions of the tender as mentioned in Technical Evaluation.

6. PERIOD OF CONTRACT:

The contract will be initially for a period of Two years extendable for a further period of One year or part, subject to satisfactory performance of the firm and its willingness to continue on mutually agreed terms.

7. Other instruction:

Canvassing for the tender is strictly prohibited and may lead to disqualification of the same.

The successful firm will have to sign an agreement as provide in Annexure X on non-judicial stamp paper of value Rs. 1000/- (to be borne by the firm).

The firm will be disqualified and security deposit forfeited, if it is found that they sublet the contract, wholly or partially, during the period of the contract.

ANNEXURE III**TECHNICAL EVALUATION CRITERIA :****(CHECK LIST FOR TECHNICAL BID)**

Sl. No.	Description of requirement
1.	EMD for Rs 2,00,000/- (Rs Two Lakh Only)
2.	Copy of Income Tax PAN Card.
3.	Copy of the certified financial statements (balance sheet & profit and loss account) or duly certified statement by Chartered Accountants showing at least 400 Lakh annual turnover of the firm for three Financial years 2017-18, 2018-19 & 2019-20).
4.	Solvency certificate of Rs. 100 lakh issued by any nationalized bank. It should not have been issued prior to six months from the date of submission of bids.
5.	Copy of the at least ONE contract work order of any government agency during any of the two financial years (2018-19 or 2019-20) for supply of manpower having annual value not less than Rs.200.00 Lakh.
6.	Documentary proof such as Registration certificate in PWD / Certification of Incorporation etc. of the firm/ company issued by an appropriate authority
7.	Copy of the ESI and EPF registration certificate issued by an appropriate authority
8.	Certificate by the agency as per the format prescribed in Annexure – VI
9.	Experience certificate for working with government agencies in agriculture/horticulture field – 3 years.

The firm is registered under the Contract Labour (Regulation & abolition) Act 1970 & 1971 issued by Govt. of India, Ministry of Labour Employment, and Office of the Labour Commissioner (Central) and its validity date.

ANNEXURE-IV**SCOPE OF WORK**

Annual Job contract for Carrying out Agricultural Farm and Horticultural work at WALMI
Bhopal

S. No.	Item of work	Unit	Estimated rate per unit, Rs.
1	2	3	5
1	Field layout before sowing	Hectare	800
2	Sowing of kharif/ rabi /summer crops (manually)	Hectare	12000
3	Sowing of kharif/ rabi /summer crops (mechanically)	Hectare	250
4	Bird Scaring in kharif/ rabi /summer crops	Hectare-day	250
5	Irrigation in Rice plots before and after puddling.	Hectare	900
6	Puddling before transplanting of rice crop	Hectare	1600
7	Field/ seed bed preparation for rice nursery and other field crops	Hectare	800
8	Seed bed preparation for seed sowing (crop intensification practice)	Hectare	2000
9	Rice transplanting (Manually)	Hectare	12000
10	Rice transplanting through planter	Hectare	3200
11	Hand weeding in kharif crops as per requirement	hectare per weeding	16000
12	Hand weeding in rabi crops as per requirement	hectare per weeding	10000
13	Hand weeding in summer crops as per requirement	hectare per weeding	10000
14	Rouging in kharif/ rabi /summer crops as per requirement	hectare per rouging	10000
15	Gap filling/ thinning kharif/Rabi /Summer (manually)	Hectare	1600
16	Spraying of insecticide/ weedicide/ pesticide in field crops in kharif/ rabi/ summer crop as per requirement	hectare per spray	900
17	Earthing up in crops	Hectare	8000
18	Irrigation in kharif/ rabi /summer crops as per requirement	hectare per irrigation	1600
19	Harvesting by sickles and binding of kharif/ rabi /summer crops	Hectare	12000
20	Harvesting by reaper and binding of kharif/ rabi /summer crops	Hectare	4000
21	Harvesting of kharif / rabi /summer crops by Combine (left out area)	Hectare	800

S. No.	Item of work	Unit	Estimated rate per unit, Rs.
1	2	3	5
22	Harvesting kharif/rabi /summer crops samples in experimental plots	Square meter	12
23	Digging of root crops Kharif/ rabi/summer crops (manually)	Hectare	16000
24	Digging of root crops Kharif/ rabi/summer crops (mechanically)	Hectare	800
25	Harvesting of fruits such as guava, ber, Mango, Anola, custard apple, strawberry and karonda etc, weighing and packaging.	Per kg	4
26	Collection and Transportation of harvested Kharif/rabi/summer crops	Hectare	2400
27	Collection and Transportation (loading & unloading) of combine harvested grain from field to khalihan/threshing yard	Quintal	12
28	Drying, threshing, cleaning, bagging and weighing of kharif/rabi/summer crop	Quintal	100
29	Drying, threshing (manually), cleaning, bagging and weighing of kharif/ rabi/ summer crop	Quintal	600
30	Cleaning, bagging and weighing of kharif/rabi/summer crops harvested by combine.	Quintal	40
31	Storage of kharif/rabi /summer crops straw in store/ spreading in yard	Quintal	100
32	Grain loading or unloading in truck/trolley within campus.	quintal/ operation	10
33	Grain loading or unloading in truck/trolley within Bhopal outside campus.	quintal/ operation	12
34	Digging of field channels/ trenches/pits/ repair of pond bunds (manually)	Cubic meter	400
35	Deepening of pond/ excavation of pond/ Digging of field channels/trenches/pits (Mechanically)	Cubic meter	125
36	Transportation of Farm yard manure- FYM pit to all fields of WALMI farm (filling in trolley and broad casting in the field)	Cubic feet	25
37	Removal of crop residue and disposal at identified location as per requirement	Hectare	3500
38	Cutting of grass of lawn and its disposal (as per requirement)	Square meter per cutting	4

S. No.	Item of work	Unit	Estimated rate per unit, Rs.
1	2	3	5
39	Irrigation of lawns (as per requirement)	Per square meter/ irrigation	0.25
40	Weeding in lawns (as per requirement)	Per square meter	2
41	Development of new lawns and landscaping.	Square meter	10
42	Hedge Cutting and its disposal (as per requirement)	Meter per cutting	6
43	Planting of fruit, and ornamental plants including FYM application and initial watering, etc.	Per plant	10
44	Pruning of ornamental plants	Plant per pruning	50
45	Pruning of fruit plants	Plant per pruning	80
46	Pruning of shrubs (Rose, Jasmine & others) as per requirement	Shrubs per pruning	8
47	Preparation of Bordeaux paste and painting on fruit tree trunk	Plant per painting	10
48	Ring Basin (Thala) making – minimum 1 m dia	Per plant	20
49	Spraying of insecticide on all plants-as per requirement (Ornamental and Orchards)	Per plant/ spray	25
50	Inter culture operations such as care and maintenance of fruit plants (other than pruning) and weed removal	Per plant	20
51	Application of chemical fertilizers on all plants in orchards	Per plant	8
52	Application of FYM (Farm Yard Manure) in Ornamental and Orchards	Per plant	13
53	Irrigation in orchards as per requirement	Per ha per irrigation	600
54	Watering of plants through water tanker (two time in a month/ as per requirement)	Per plant/ month	5
55	Layering in fruit /ornamental plants etc.	Per layering	10
56	Preparation of soil mixture, filling of pots, sowing, transplanting of plants in pots/ field as per requirement	Per pot	20
57	Preparation of soil mixture, filling of poly bags/protray, sowing, transplanting of plants and it's maintenance.	Per bag/ tray	10

S. No.	Item of work	Unit	Estimated rate per unit, Rs.
1	2	3	5
58	Watering, care and maintenance of pot plants/poly bags (daily)	Per pot/ plant/ month	2.5
59	Painting of pots	Per pot	5
60	Spraying of fungicide/ insecticide drenching of fertilizers (as per requirement)	Per pot or tray	2.5
61	Shifting of pot plants and their placement at appropriate locations (as per requirement)	Per pot	10
62	Preparation of flower beds and planting of seasonal flower plants	Per square meter	7
63	Care and maintenance of flower beds	Per square meter for one time	3
64	Maintenance of rose plants including pruning, application of fertilizers/ FYM/ chemical, Preparation of Bordeaux paste and painting, irrigation, weeding, etc. (as per requirement)	Per plant	20
65	Field operations of experimental vegetable crops such as seed bed preparation / drip laying & unwinding/ plastic mulch laying & punching/ transplanting etc.	Per Square meter per operation	3
66	Fixing sub main pipes with main pipe	Meter	2
67	Operation and maintenance of drip irrigation/micro sprinkler/rain hose system as per requirement	Hectare/ per operation	250
68	Fertigation and Acid treatment	Hectare/ per operation	125
69	Field operations of experimental vegetable crops such as weeding/ irrigation.	Per Square meter per operation	1
70	Planting of vegetable seedlings	Per plant	1.25
71	Field operations of experimental vegetable crops in protected structures, such as trellising / pruning etc. and disposal	Per Square meter per operation	16
72	Harvesting/grading/packing/ transporting of vegetable crops	Per kg	4
73	Uprooting of weeds from pond bunds, plot bunds and both sides of farm roads, office, buildings, and residential area (public access).	Per square meter	0.5

S. No.	Item of work	Unit	Estimated rate per unit, Rs.
1	2	3	5
74	Trimming / pruning of other trees as per the requirement	Per tree	40
75	Supply of water tanker with pumping and delivery at desired locations.	per tanker (5000 L)	450
76	Supply of Farm Yard Manure and delivery at desired locations	Cubic feet	20
77	Preparation of vermi compost pit	Per cubic meter	400
78	Bouquet (plucking of flowers and making bunch)	Per bouquet	10
79	Cleaning of solar panel	square meter	2
	WALMIYAWAKI		
80	JCB Machine	Hrs.	800.
81	Labour	mandays	250
82	Paddy Husk (With transportation)	Qtls	780
83	Paddy Straw	Qtls.	1500
84	Sugarcane Bagas	Qtls.	1500
85	Farm Yard Mannure (FYM)	Cu.m.	918
86	Good Quality Soil (With transportation)	Cu.m.	530
87	Jeevamrit (With transportation)	Litre	25
88	Ghan Jeevamrit (With transportation)	Kg.	30
89	Plants (With transportation)	Number	52
90	Bamboo stick 5 ft. (With transportation)	Number	20
	STRUCTURES		
91	Contour trench	cu.m.	100
92	Gabion structure	cu.m.	1350
93	Check dam	water ... capacity in 1000 cu.m.	1.25 lakh
94	Recharge Shaft	rm	750
95	Farm pond	water ... capacity in 1000 cu.m.	0.90 lakh

*** Approximate Quantum of work as shown above is purely indicative and would be used for calculating integrated cost. However, the institute reserves right to increase or decrease the quantum of any of the above work as per the need.**

Note:-

1. The tenderers are advised to quote due rates keeping in view the possible enhancement of Wages/VDA during the contract period.
2. Tractor trolley with driver will be provided by the Firm for transportation within the institute.
3. Reaper and combine will be provided by Firm for harvesting of crops, whenever necessary.
4. Inputs such as seeds, fertilizers and chemicals will be provided by the bidder by agency authorized by the WALMI.
5. Lawn mower (with operator) will be provided/arranged by the firm.
6. The weeded out/ waste material from the lawn, orchards etc. is to be transported and disposed off at the identified spot by the firm using firm's transportation within Institute premises or outside the Institute's premises.
7. Small tools used in Horticulture and Agriculture (such as sickles, kurpi, hedge cutter, secateurs etc.) will be arranged by the firm.
8. Quality of material and plants shall be as per the specifications of the WALMI, Bhopal.
9. Quality of work shall be as specified by WALMI, Bhopal.
10. The agency must have 3 years working experience in the field of agriculture, horticulture & forestry with an annual turnover of Rs. 400.00 Lakh
11. The scope of the work will be within and outside the state of M.P.
12. The agency should complete the implementation of work as ordered by WALMI within stipulated time frame as specified for the work.
13. The tentative quantum of above work will be around Rs.40.00 Lakh to Rs. 200.00 Lakh per annum.

ANNEXURE-V**TENDER SUBMISSION**

To

The Director
WALMI
Bhopal-462 016.

Sir,

I/We wish to submit tender for Annual Job Contract for Carrying Out Agricultural Farm & Horticultural Work at WALMI, Bhopal. Details are :-

1. Tender Documents with each and every page signed are submitted in hard copy as well as online through the e-portal.
2. Rs.2,00,000/- (Rupees Two lakh only) by online payment in Account of Director, WALMI, Bhopal. Bank Name : Punjab National Bank, IFSC : PUNB0647600
A/C No. : 6476000100023135
3. Documents required for Technical evaluation are submitted in that order.
4. The Financial Bid is submitted online and in the format prescribed.
5. Organization Details of the firm/agency:-

i.	Name of the Tendering company/Firm/Agency/Contractor	
ii.	Name of Director of Company/Active Partner of Firm/Authorised Agent/Proprietor	
iii.	Full Address of Operating/Branch Office Telephone No.: Fax No.: E-mail address :	
v.	Bankers of the Company/Firm/Agency/Contract with address	
vi.	PAN/PIN No./Circle/Ward/TAN/TIN No.	
vii.	GST Reg. No. (optional)	
viii.	EPF Reg. No.	
ix.	ESI Reg. No.	
x.	Details of EMD	
xi.	Registration Number in M.P. PWD	

6. Checklist for Technical Bid Evaluation:

Sl. No.	Documents required for verification	Documents provided at page number
1.	EMD for Rs 2,00,000/- (Rs Two Lakh Only)	
2.	Copy of Income Tax PAN Card.	
3.	Copy of the certified financial statements (balance sheet & profit and loss account) or duly certified statement by Chartered Accountants showing at least 150 Lakh annual turnover of the firm for three Financial years 2017-18 , 2018-19 and 2019-20).	

4.	Solvency certificate of Rs. 100 lakh issued by any nationalized bank. It should not have been issued prior to six months from the date of submission of bids.	
5.	Copy of the at least ONE contract work order of any government agency during any of the two financial years (2018-19 or 2019-20) for supply of manpower having annual value not less than Rs. 100 Lakh.	
6.	Documentary proof such as Registration certificate in MPPWD/ Certification of Incorporation etc. of the firm/ company issued by an appropriate authority	
7.	Copy of the ESI and EPF registration certificate issued by an appropriate authority	
8.	Certificate by the agency as per the format prescribed in Annexure – VI	

NOTE :

1. All necessary certified documents in support of the above details must accompany the technical bid. The bid is liable to be rejected in case documents are not enclosed or documents are incomplete or in case any certification/registration has already expired but is yet to be renewed.
2. Please avoid enclosing extraneous and irrelevant documents not required for the purpose.

(Signature of authorized representative of the firm)
Stamp/Seal of the firm

ANNEXURE - VI

(CERTIFICATE TO BE GIVEN ON LETTER HEAD AS PART OF TECHNICAL BID)

To,

The Director
WALMI
Bhopal-462 026.

Sir,

It is confirmed that I/we have fully understood the scope of work and all other requirements for providing Annual Job Contract for Carrying out Agricultural Farm & Horticultural Work at WALMI, Bhopal. For detail understanding the scope of work:

1. I/We have understood the total quantum of work by going through the tender document and/by visiting the campus. I/We gathered all information needed to understand the requirement of this service contract which includes scope of work, etc. as per the given details in the prescribed Annexures of the Tender documents.
2. I/We hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement as per prescribed proforma given in Annexure- X, terms of which have been fully understood.
3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
4. I/ We undertake that there are not any legal suit/criminal cases pending against our firm for violation of EPF/ESI, Minimum wages Act or other statutory laws.
5. There is no criminal/ legal suit pending or contemplated against us.
6. We undertake that we have not employed/will not employ any relative of WALMI employee.
7. I/ We are not blacklisted by any Government organization in the field of providing manpower/any other services.
8. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts.
9. That we have not been declared insolvent and no insolvency proceedings are pending in any Court/ Tribunal.

This offer is made to be valid for acceptance by WALMI within 90 days from the date of opening of the technical bid.

(Signature of authorized representative of the firm)

Stamp/Seal of the firm

ANNEXURE - VII

**ANNUAL JOB CONTRACT FOR CARRYING OUT AGRICULTURAL FARM &
HORTICULTURAL WORK AT WALMI, BHOPAL.**

FINANCIAL BID (BOQ)
(TO BE UPLOADED ON CPPP)

Last date for receipt of Tender 22.07.2020.
Date of opening of Financial Bid: As per the intimation

To,

The Director
WALMI
Bhopal

Sir,

I/We wish to submit our Tenders for providing annual job contract for Agricultural Farm &

Horticultural Work contract services at the WALMI, Bhopal on the following rates :-

S. No.	Item of work	Unit	Estimated rate per unit, Rs.	Rate quoted per unit, Rs.
1	2	3	5	6
1	Field layout before sowing	Hectare	800	
2	Sowing of kharif/ rabi /summer crops (manually)	Hectare	12000	
3	Sowing of kharif/ rabi /summer crops (mechanically)	Hectare	250	
4	Bird Scaring in kharif/ rabi /summer crops	Hectare-day	250	
5	Irrigation in Rice plots before and after puddling.	Hectare	900	
6	Puddling before transplanting of rice crop	Hectare	1600	
7	Field/ seed bed preparation for rice nursery and other field crops	Hectare	800	
8	Seed bed preparation for seed sowing (crop intensification practice)	Hectare	2000	
9	Rice transplanting (Manually)	Hectare	12000	
10	Rice transplanting through planter	Hectare	3200	
11	Hand weeding in kharif crops as per requirement	hectare per weeding	16000	
12	Hand weeding in rabi crops as per requirement	hectare per weeding	10000	
13	Hand weeding in summer crops as per requirement	hectare per weeding	10000	
14	Rouging in kharif/ rabi /summer crops as per requirement	hectare per rouging	10000	
15	Gap filling/ thinning kharif/Rabi /Summer (manually)	Hectare	1600	
16	Spraying of insecticide/ weedicide/ pesticide in field crops in kharif/ rabi/ summer crop as per requirement	hectare per spray	900	
17	Earthing up in crops	Hectare	8000	
18	Irrigation in kharif/ rabi /summer crops as per requirement	hectare per irrigation	1600	
19	Harvesting by sickles and binding of kharif/ rabi /summer crops	Hectare	12000	

20	Harvesting by reaper and binding of kharif/ rabi /summer crops	Hectare	4000	
21	Harvesting of kharif / rabi /summer crops by Combine (left out area)	Hectare	800	
22	Harvesting kharif/rabi /summer crops samples in experimental plots	Square meter	12	
23	Digging of root crops Kharif/ rabi/summer crops (manually)	Hectare	16000	
24	Digging of root crops Kharif/ rabi/summer crops (mechanically)	Hectare	800	
25	Harvesting of fruits such as guava, ber, Mango, Anola, custard apple, strawberry and karonda etc, weighing and packaging.	Per kg	4	
26	Collection and Transportation of harvested Kharif/rabi/summer crops	Hectare	2400	
27	Collection and Transportation (loading & unloading) of combine harvested grain from field to khaliha/threshing yard	Quintal	12	
28	Drying, threshing, cleaning, bagging and weighing of kharif/rabi/summer crop	Quintal	100	
29	Drying, threshing (manually), cleaning, bagging and weighing of kharif/ rabi/ summer crop	Quintal	600	
30	Cleaning, bagging and weighing of kharif/rabi/summer crops harvested by combine.	Quintal	40	
31	Storage of kharif/rabi /summer crops straw in store/ spreading in yard	Quintal	100	
32	Grain loading or unloading in truck/trolley within campus.	quintal/ operation	10	
33	Grain loading or unloading in truck/trolley within Bhopal outside campus.	quintal/ operation	12	
34	Digging of field channels/ trenches/pits/ repair of pond bunds (manually)	Cubic meter	400	
35	Deepening of pond/ excavation of pond/ Digging of field channels/trenches/pits (Mechanically)	Cubic meter	125	

36	Transportation of Farm yard manure- FYM pit to all fields of WALMI farm (filling in trolley and broad casting in the field)	Cubic feet	25	
37	Removal of crop residue and disposal at identified location as per requirement	Hectare	3500	
38	Cutting of grass of lawn and its disposal (as per requirement)	Square meter per cutting	4	
39	Irrigation of lawns (as per requirement)	Per square meter/ irrigation	0.25	
40	Weeding in lawns (as per requirement)	Per square meter	2	
41	Development of new lawns and landscaping.	Square meter	10	
42	Hedge Cutting and its disposal (as per requirement)	Meter per cutting	6	
43	Planting of fruit, and ornamental plants including FYM application and initial watering, etc.	Per plant	10	
44	Pruning of ornamental plants	Plant per pruning	50	
45	Pruning of fruit plants	Plant per pruning	80	
46	Pruning of shrubs (Rose, Jasmine & others) as per requirement	Shrubs per pruning	8	
47	Preparation of Bordeaux paste and painting on fruit tree trunk	Plant per painting	10	
48	Ring Basin (Thala) making – minimum 1 m dia	Per plant	20	
49	Spraying of insecticide on all plants-as per requirement (Ornamental and Orchards)	Per plant/ spray	25	
50	Inter culture operations such as care and maintenance of fruit plants (other than pruning) and weed removal	Per plant	20	
51	Application of chemical fertilizers on all plants in orchards	Per plant	8	
52	Application of FYM (Farm Yard Manure) in Ornamental and Orchards	Per plant	13	
53	Irrigation in orchards as per requirement	Per ha per irrigation	600	
54	Watering of plants through water tanker (two time in a month/ as per requirement)	Per plant/ month	5	

55	Layering in fruit /ornamental plants etc.	Per layering	10	
56	Preparation of soil mixture, filling of pots, sowing, transplanting of plants in pots/ field as per requirement	Per pot	20	
57	Preparation of soil mixture, filling of poly bags/protray, sowing, transplanting of plants and it's maintenance.	Per bag/ tray	10	
58	Watering, care and maintenance of pot plants/poly bags (daily)	Per pot/ plant/ month	2.5	
59	Painting of pots	Per pot	5	
60	Spraying of fungicide/ insecticide drenching of fertilizers (as per requirement)	Per pot or tray	2.5	
61	Shifting of pot plants and their placement at appropriate locations (as per requirement)	Per pot	10	
62	Preparation of flower beds and planting of seasonal flower plants	Per square meter	7	
63	Care and maintenance of flower beds	Per square meter for one time	3	
64	Maintenance of rose plants including pruning, application of fertilizers/ FYM/ chemical, Preparation of Bordeaux paste and painting, irrigation, weeding, etc. (as per requirement)	Per plant	20	
65	Field operations of experimental vegetable crops such as seed bed preparation / drip laying & unwinding/ plastic mulch laying & punching/ transplanting etc.	Per Square meter per operation	3	
66	Fixing sub main pipes with main pipe	Meter	2	
67	Operation and maintenance of drip irrigation/micro sprinkler/rain hose system as per requirement	Hectare/ per operation	250	
68	Fertigation and Acid treatment	Hectare/ per operation	125	
69	Field operations of experimental vegetable crops such as weeding/ irrigation.	Per Square meter per operation	1	
70	Planting of vegetable seedlings	Per plant	1.25	

71	Field operations of experimental vegetable crops in protected structures, such as trellising / pruning etc. and disposal	Per Square meter per operation	16	
72	Harvesting/grading/packing/transporting of vegetable crops	Per kg	4	
73	Uprooting of weeds from pond bunds, plot bunds and both sides of farm roads, office, buildings, and residential area (public access).	Per square meter	0.5	
74	Trimming / pruning of other trees as per the requirement	Per tree	40	
75	Supply of water tanker with pumping and delivery at desired locations.	per tanker (5000 L)	450	
76	Supply of Farm Yard Manure and delivery at desired locations	Cubic feet	20	
77	Preparation of vermi compost pit	Per cubic meter	400	
78	Bouquet (plucking of flowers and making bunch)	Per bouquet	10	
79	Cleaning of solar panel	square meter	2	
	WALMIYAWAKI			
80	JCB Machine	Hrs.	800.	
81	Labour	mandays	250	
82	Paddy Husk (With transportation)	Qtls	780	
83	Paddy Straw	Qtls.	1500	
84	Sugarcane Bagas	Qtls.	1500	
85	Farm Yard Mannure (FYM)	Cu.m.	918	
86	Good Quality Soil (With transportation)	Cu.m.	530	
87	Jeevamrit (With transportation)	Litre	25	
88	Ghan Jeevamrit (With transportation)	Kg.	30	
89	Plants (With transportation)	Number	52	
90	Bamboo stick 5 ft. (With transportation)	Number	20	
	STRUCTURES			
91	Contour trench	cu.m.	100	

92	Gabion structure	cu.m.	1350	
93	Check dam	water ... capa city in 1000 cu.m.	1.25 lakh	
94	Recharge Shaft	rm	750	
95	Farm pond	water ... capa city in 1000 cu.m.	0.90 lakh	

I/We also fully understand that the estimated rates mentioned by WALMI, Bhopal are the most reasonable rates based on prevailing market rates, so as to afford the due payment of statutory minimum wages to the respective workmen, and that if my/our quoted rates are lower than the rates indicated in column 5 of the Annexure-VII by 5% or more for any of the activities; whereby my/our bid would become substantially unresponsive.

We have carefully read the terms and conditions of the tender and are agreed to abide by these in letter and spirit.

Signature
Name & Address of the Firm
Telephone No.
Mobile No.
E-mail:

(Firm's Seal)

ANNEXURE-VIII

EMD refund request form

(To be printed on company/firm's letterhead)

From

M/s _____

To,

The Director
WALMI
Bhopal

Sub:- Request for refund of EMD deposited for Tender No. -----.

Sir,

I/We request you that EMD deposited by me/us against the tender No. Tender-----
-----/ due on ----- at 05:00 pm. vide DD/ TR No
_____ dt _____ for **Rs. 2,00,000/-** for providing ANNUAL JOB CONTRACT
FOR CARRYING OUT **AGRICULTURAL FARM & HORTICULTURAL WORK** AT WALMI
BHOPAL may kindly be refunded. Bank details are furnished below:-

1. Bank Account Holder Name.
2. Bank Name and Address.
3. Bank Account Number.
4. IFS Code.

Yours faithfully,

(Signature & Seal)

For M/s _____

Pre-Receipt

Received **Rs. 2,00,000/-** (Rupees Two Lakh Only) from Director, WALMI, Bhopal towards
refund of EMD deposited against Tender No. ----- at 05:00 pm for annual job
contract services.

Rs.1/-
Revenue
stamp

Signature
With affixing Rs.1/- revenue stamp

ANNEXURE- IX

On the letter head of Bank

SOLVENCY CERTIFICATE (PART OF TECHNICAL BID)

This is to certify that to the best of our knowledge and information,
M/s _____ Prop. _____
_____, resident of _____
_____, a customer of our Bank is
respectable and can be treated as good for any engagement up to of Rs. _____
(_____ in words).

This certificate is issued without any risk & responsibility or Guarantee on the part of the Bank or any of its officials.

Address and contract details of local / nearest controlling office of bank as under

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

Branch Manager
Name of Bank Branch
Signature Code.....

Date: _____

ANNEXURE - X

**JOB WORK/SERVICE CONTRACT FOR PROVIDING ANNUAL CONTRACT FOR
CARRYING OUT AGRICULTURAL FARM & HORTICULTURAL WORK, AT ENTIRE
CAMPUS OF WALMI, BHOPAL**

DRAFT AGREEMENT

This Agreement is made at Bhopal on this.....day of.....2020

Between:

Director, WALMI, Bhopal (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) the ONE PART / FIRST PARTY

And

M/s _____ a Proprietary Firm/Partnership Firm/ A company registered under the Companies Act, 1956. and having its Office/Registered office at _____ (herein after called the "AGRICULTURAL FARM & HORTICULTURAL WORK " which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns and all persons deriving/claiming title there under) the SECOND PARTY.

Whereas the First Party desirous to award the annual job contract for providing Agricultural Farm & Horticultural Work, including providing of manpower, at WALMI, Bhopal on contract basis at WALMI, Bhopal as detailed in enclosed Annexure- IV (Scope of Services).

And whereas the, Second Party _____ responded to this Institute's open tender vide his tender offer No. _____ dated _____ and has been awarded the contract.

Now it is hereby agreed between the parties hereto as follows:

1. This agreement shall come into force w.e.f. (date)
2. The contract/agreement will be initially for a period of TWO years extendable for a further period of ONE year or part. Extension of contract/agreement will be done subject to satisfactory performance of the firm/second party and its willingness to continue on mutually agreed terms.
3. Contract can be terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, with approval from Director WALMI, Bhopal by giving one month notice.

4. If the contract is terminated on grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, WALMI shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is finalized whichever is earlier and the difference in cost, if any, will be borne by the agency/contractor/ Firm/Second Party.
5. WALMI shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever. Rates for different work(s) as mentioned in the contract will remain unchanged.
6. The Firm/Second Party shall deposit 8.00 Lakh as security deposit in the form of a DD/Banker's Cheque/ TDR/FDR in favour of Director WALMI, Bhopal and within 15 days from date of award of contract. The performance/security shall remain valid for at least two months after completion of the contract period i.e. after 60 days of expiry of contract. No interest shall be paid on security deposit.
7. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. WALMI shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the Firm/Second Party in the course of performing work. Neither the Firm/Second Party nor its workers shall have any claim on WALMI for compensation or financial assistance on this account.
8. That the Firm/Second Party shall employ manpower having age between 18-60 years. The Firm/Second Party shall be ensuring their character and fitnesses etc. and as may be required for the purpose of execution of the awarded job.
9. The contractor will make sure that the personnel provided to perform duties of the services points fulfill the minimum qualification. It will be duty of the contractor to maintain appropriate documents in support of educational and experience related qualifications and keep the records ready for inspection by the office at any time.
10. That the Firm/Second Party shall also provide details of Designated /Authorized Service Personnel, for faults reporting, and providing status of enquiries.
11. The contractor shall maintain a register of complaint/work and duties performed which shall be verified by the institute. The contractor or it's worker shall not use the premises allotted to them for any purpose other than for which contract is awarded.
12. That the Firm/Second Party shall report and furnish immediately whenever required and called by of First Party, any information, status, matters regarding any shortcomings/complaints. The Firm/Second Party shall ensure keeping proper conduct and behavior on the part of the personnel deployed by the Firm/Second Party for rendering services and undertaking jobs. In case of any deficiency in this regard are observed, such persons shall have to be replaced by the contractor immediately.
13. That under no circumstances Firm/Second Party shall sub contract or sub lease the contract. The contract shall be terminated forthwith in case of violation, without any prior notice by the Director, WALMI & security deposit shall be forfeited.

14. That the Firm/Second Party shall take proper care & protection of WALMI property/ies, rooms / furniture & Fixtures/ equipments and machineries etc. installed in premises/field of WALMI Bhopal while execution of contract/services.
15. That notwithstanding anything contained in Clause 14/ or elsewhere it is expressly agreed and understood that the One Part/The First Party at its sole discretion shall at liberty to terminate the agreement & forfeit security in case of any of following situations/contingencies:
- (i) If the "Firm/Second Party" fails to execute the work entrusted to the satisfaction of the one part of which the one part/ First Party shall be the sole judge.
 - (ii) If the "Firm/Second Party" fails to discharge their legal & statutory obligations towards the employees/ personnel employed /engaged for execution of jobs under this Contract.
 - (iii) If for any reason/s whatsoever, the "Firm/Second Party" fails to perform their part under this agreement for continuously for a period of ten days or more.
 - (iv) If the "Firm/Second Party" commits breach of any of the clauses of the agreement.
 - (v) If the One Part/ First Party is required to pay any damages and/ or compensation and/ or any payment to their customers/ visitors on account of any negligent actions and/ or misbehavior on part of the Firm/Second Party Labour.
16. That the First Party shall not be responsible to provide any compensation or relief of any nature to the Contractor Firm/Second Party or any of its employees/ labourers etc in respect to any sort of medical injuries or deceases occurred to them from implement tools, snake bite, accident or death of the Labour/s worker while working in the institute premises and elsewhere. The Firm/Second Party should make his own arrangements such Insurance, Medical Treatments, Compensation/Relief etc for the benefit and suitable coverage for its laborers/employees.
17. That the premises and toilet facilities of the one part are allowed to be used during the period of this agreement by the employees of the Labour Firm/Second Party, free of charge and shall not be used for any other purposes except for the job contract for providing of manpower and required materials complete, at WALMI, Bhopal of the one part. The possession and control of the premises shall always remain with the one part/ First Party.
18. That the "Firm/Second Party" 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 & Abolition) Act 1970; Workmen's Compensation Act, EPF/ESIC & MP Act, Industrial Dispute Act etc. The "Firm/Second Party" agrees to indemnify and keep indemnified the one part/ first part from any claims, loss or damages that may be caused to the one part/ first part on account of the Firm/Second Party failure to comply with their obligations under the various law towards their staff/ employees employed by them or any loss or damage to one part due to acts/ omissions of other part.
19. That the Payments to the engaged Labours by the Firm/Second Party shall be made on or before 10th of every month by Firm/Second Party. The "Firm/Second Party" shall submit their bills for the job work done every month by 20th day of every month after discharging all statutory liabilities. Pre receipted reimbursable bill/s must be submitted along with proof of payment through bank transfer to individual Labour as per minimum

prescribed wages, all payment challans of ESIC, EPF, GST etc. for billing period. After due scrutiny of bills and sorting out discrepancies if any, the one part/First Party from such date shall honour the same within 30 days generally, subject to sanction of such bill by the appropriate authorities involving regular departmental process.

20. The deduction of income tax (TDS) from the bills of the Firm/Second Party will be made at source as per rates applicable from time to time.
21. The Firm/Second Party must submit transaction details indicating online transfer of wages only of the labourers engaged at WALMI along with the bills. Such documents must bear Stamp and Signature of the Bank Authority.
22. That the "Firm/Second Party" shall ensure that no theft, misappropriation/s or damages to the any Movables or Immovable properties belonging to one Part/ First Party property caused through any act or negligence on part of 2nd Party during the period of the contract. The "Firm/Second Party" shall bear such losses and damages, if it is found that the loss is attributable to the negligence on part of the Second Party or its employees/laborers.
23. The payment to the "Firm/Second Party" shall be made through electronically transferred in the concerned account.
24. That the "Firm/Second Party" shall get all the staff engaged by him, insured against any liability arising under the Workmen's compensation Act or under the common law. The "Firm/Second Party" shall indemnify WALMI, Bhopal against any claim that the one part/ First Party may have to meet in respect of their staff members and / or Workman/ employees on account of any accident or for any other reasons.
25. That the staff member and / or the workmen/ employees of the "Firm/Second Party" shall be treated, regarded or considered or deemed to be the employees of the Firm/Second Party (second party) and the "Firm/Second Party" alone shall be responsible for their remuneration, wages and to their benefits and service conditions of all the employees deployed by the agency and shall indemnify WALMI, Bhopal and keep indemnified the One Part/ First Party against any claim that they may have to meet towards the employees of the Firm/Second Party Agency (If any).
26. That the "Firm/Second Party" shall inform the one part / First Party immediately of their having been granted the approval by the Government of M.P/ Government of India to operate as Private Labour Firm/Second Party under regulation of Employment and Welfare Act, 1981. The "Firm/Second Party" shall obtain the License under section 12 of the Contract Labour (Regulation & Abolition) Act, 1970 from the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the period of agreement "Firm/Second Party" should have license under section 12 of the Contract Labour (R&A) Act 1970. In default of these, agreement shall be liable to be terminated.
27. That the First Party shall not be made liable for compliance of any conditions or to answer any officials/ Labour funds board/ Labour department etc. It shall be the sole responsibility of the "Firm/Second Party" to deal with such matters and comply.

28. That the Payments to personnel engaged in “Firm/Second Party Job must be made by “Firm/Second Party” through bank transfer in their individual accounts and proof of the same must be enclosed in their pre receipted reimbursement bills.
29. That the terms and conditions as stipulated in the tender documents, Tender Awarding Letter dated_____and any communication/clarification made by the First Party related to Contract shall be part of the agreement.
30. That the “Firm/Second Party” shall ensure payment of monthly wages, to its staff/workers/ personnel engaged for Firm/Second Party work, as per the latest directions of the Ministry of Labour & Employment, Govt. of India. The “Firm/Second Party” must adopt the minimum wages of the Central Government for Agricultural Sector along with the statutory payments (like EPF, ESIC etc.) Any statutory increase in wages etc. by the concerned Government Ministry from time to time is to be borne by the service provider and in this connection, the First Party shall not entertain any additional financial liability on any grounds during the period of contract/relating to contract.
31. The First Party reserves the right to review the performance under Contract any time and also to terminate the contract at any point of time during the tenure of the contract, in case the performance and services rendered by the Firm/Second Party are found to be unsatisfactory. The First Party shall be the sole judge in this regard.
32. If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights or liabilities of the parties hereto, matter will be decided at the level of Director WALMI. This decision will final and binding on both parties.
33. **PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE:** Any loss/damage (tangible or intangible) occurred by the Firm/Second Party/ to the Institute during the contract, the clause liquidated damages shall be imposed. The value of penalty in monetary terms shall be decided by the Director of WALMI, Bhopal. In case of persistent breach of the contract, the First Party shall have the right to terminate this agreement forthwith without notice and recover the dues from security deposit.
34. In case of complaints regarding services, less payment of wages to the labourers, delayed or non discharge of statutory liabilities by the contractor is noticed, a notice will be issued to the contractor. Non-compliance even after three reminders will attract suitable action including penalty, cancellation of contract, forfeiture of security deposit, Black-Listing of the contractor/Firm/Second Party, depending on decision taken by Director, WALMI, Bhopal.
35. All the terms and condition of the tender document, work order and this agreement, correspondence/ document so far exchanged and submitted by the second party are part of this agreement.

In WITNESS, whereof, the parties herein to have set their respective hands on this day of _____ 2019

1. Signed and delivered by
“Agricultural Farm & Horticultural Work”
*Name of the Firm & Designation
Signature / Stamp/Seal

Witnesses: 1.

2.

**In case the 2nd Party is a company
The Common Seal of the Company has been affixed hereunto pursuant to
the Resolution of the Board of Directors Dated _____ in the presence of:
1. The Director, who have in token thereof subscribed their signature hereto.*

2. Signed and delivered
For and on behalf of
WALMI

Director

Witnesses: 1.

2.