

Tender Document for work / labour contract for the year 2021-22 in respect of College of Horticulture, Bermiok, South Sikkim.

1. **Introduction:** The College of Horticulture, Bermiok, South Sikkim has been established in the year 2015 under Central Agricultural University, Imphal, Manipur. For the smooth functioning and maintenance of various college buildings, compound, various labs, Hostels and Farm etc., it has been decided to get the work of maintenance, cleanliness and assisting the cooks in Hostels and Guest Houses done through labour contractor on work contract basis.

2. **Detail of work to be got done by the work contractor.**

Maintenance work the college building including hostels, administrative building : cleanliness of the building, maintenance of farm of the college etc. at Bermiok, South Sikkim.

3. **List of documents required to be submitted by the work contractor along with the tender form.**

- i) Government registration certificate for supply of contractual labour/Manpower.
- ii) Income tax return / clearance for last three years.
- iii) GST clearance for last three years & GST Registration Certificate.
- iv) Copies of certificate of depositing ESI and EPF from concerned departments for the last three years.
- v) Copy of GST certificate number from the GST department.
- vi) Copy of PAN card of the agency.
- vii) Name and the organization where such services have been provided by the contractor in last three years with certificate of performance.
- viii) **Tender Fee of Rs. 1000/- in the form of DD, SBI, Ranipool Branch should be submitted along with the tender.**
- ix) **Demand draft in favour of the Dean, COH of Rs. 10,000/- as EMD payable at SBI, Ranipool Branch.**
No interest will be payable on EMD to the contractors.

4. **Terms and conditions of the Tender.**

- i) The rate quoted should mention of the wages per worker per day, Service tax, EPF and ESI charges and the service charge should be clearly mentioned in percentage.
- ii) The last date for receipt of **Sealed Tender is 17th August, 2021 upto 12:00 PM** and the tender will be opened on **17th August, 2021 at 3 pm in the office of the Dean, College of Horticulture, Camp office, Ranipool.**
- iii) It should be clearly mentioned at the top of the envelope containing tender **“Tender for Labour Contract for the year 2021-22”** in College of Horticulture, Camp office, Ranipool.
- iv) The tenders received late, incomplete and without the Bank Draft of Rs. 10,000/- as Earnest Money Deposit (EMD) will be rejected.
- v) The rates per work should be clearly mentioned by the bidder in the tender and the wage, EPF, ESI charges, GST component should be mentioned as per rates fixed by the State / Union Govt. But the service charges to be received by the bidder should be mentioned in percentage (%). **The service charge and the past experience of the bidder will be the important factor to decide the minimum rates quoted by the bidder in the tender and awarding the work.**

- vi) The EMD of the unsuccessful bidder will be returned to them within 15(fifteen) days from the opening of tenders and no interest will be payable on the EMD. The EMD of the successful bidder will be returned after signing of the agreement.
- vii) The successful bidder has to sign an agreement in Non-Judicial paper of Rs.100/- with the Chairman of the Work Committee of the College before allotment of work to him. After that he will not resale from his offer or modify the terms and conditions thereof.
- viii) The successful bidder has to submit Quarterly Statement of proof of payment of EPF, ESI charges and GST in respect of each labourers and further payment will be released to the contractor only after receipt of such statements by the office.
- ix) A list showing the jobs to be carried out by the contractor should be with the labour deployed by the contractor. However, it is indicative only and additional work can be assigned to them.
- x) Full particulars of the laborers should have to be given to the office by the contractor for security purpose. **He will ensure police verification of each worker.**
- xi) The provision of Child Labour Act and Bonded Labour Act shall have to be taken care of by the contractor while deploying workers at the College. He personally will be responsible for the breach of these Acts.
- xii) The minimum wages fixed by the GOI, Ministry of Labour & Employment, time to time should have to be paid to the workers deployed in the college by the contractor.
- xiii) The payment to the contractor will be made on monthly basis and he will have to submit monthly bill to the concerned Department / Section and get it verified from the officer i/c of the section.
- xiv) In case the work is not found satisfactory by the concerned section I/C the deduction will be made from the bill keeping in view the report of the section in-charge. In case of gross negligence the performance security deposit deposited by the contractor will be forfeited.
- xv) Three months prior notice is required from either side to terminate the work contract within the tender period of 1(one) year. In case the work contractor stops the work without above notice, no payment for that month will be made and the performance security deposit will be forfeited.
- xvi) Overwriting / erasing in rates to be quoted by the bidder will not be allowed, otherwise the tender will be rejected.
- xvii) Tenderer should give his signature in the bottom on each and every page of the bid including the schedules and annexure submitted by him.
- xviii) The rates quoted by the bidder in words and figure failing which the tender is liable to be rejected. The tenderer is at liberty to be present at the time of opening of the tender.
- xix) The institute is not bound to accept the lowest quoted or any other tender and also reserve to itself the right to accept or reject the tenders in whole or in part.**
- xx) An amount of 5% of the monthly contract rate or **Rs. 20,000/-** whichever is higher as Performance Security to be deposited by the selected contractor, which will be refunded on after completion of the contract period, if there is no penalty imposed for violation of terms and conditions. In the event of non deposition of the same, the EMD will be forfeited. No interest will be paid on Performance Security.

- xxi) The normal period of the contract will be one year from the date of acceptance of the contract. But the Dean, COH reserves the right to reduce or terminate the period of contractor to extend its duration in the interest of the institution.
- xxii) Decision of the Dean of this College shall be final for any aspect of the contract and binding to all parties.
- xxiii) The contractor will discharge all his legal obligations in respect of the workers / supervisors to be employed / deployed by him for the execution of the work in respect of their wages and service conditions and the institute shall have no responsibility in this regard. The contractor shall indemnify and keep indemnified this institute from any claims, loss or damages that may cause to it on account of any failure to comply with the obligations under any laws.
- xxiv) It is the responsibility of the contractor that his workers shall maintain secrecy and discipline in the premises at the institute.
- xxv) The contractor or his workers shall not misuse the premises or damage, loss any valuables of the institute. Appropriate amount will be deducted from the Security deposit for any such damage / loss.
- xxvi) Any misconduct / misbehavior on the part of manpower deployed by the contractor will not be tolerated and such person will have to be replaced immediately.

Liquidated Damage Clause:

An amount two days of contract amount subject to a minimum of Rs. 500/- will be levied as liquidated damage per day, whenever and wherever it is found that the work is not up to the mark in any department or section.

Dean

It is certified that I have gone through all the above mentioned terms and conditions carefully and these are acceptable to me.

Signature of the work contractor.

Tender Form for Work Contract, College of Horticulture, Bermiok.

1. Name of the Contractor : í
2. Permanent Address : í .
 ...í ..
 í í ...í ..
3. Address for correspondence :
 í í í í ..í ..
 ..í ..
 í ...í í í í í í í í í í í í í í í í í í (with mobile no.) .
4. Earnest Money deposited **Bank Draft**No..... **Dt:**
Amt:
5. Registration No. : í .
6. Date & Time of opening the tender : **17th August, 2021 at 3:00 pm, at the office of Dean, COH, Bermiok, Camp office, Ranipool.**

Rate Quoted

Wages Per Day per worker	EPF (%)	ESI charges (%)	Service Tax (%)	Service Charges (%) of wages only.

(please quote the Service charge to be charged in percentage (%). The rates of service charge will be mentioned in percentage of the wages only (excluding EPF, ESI charges and other charges). The other charges viz. EPF, Service Tax, ESI charges and wages should be quote as fixed by the Government from time to time. Wages per worker per day should be quoted as per present Govt. rates. Similarly, EPF, Service Tax and ESI charges should be quoted in (%) percentage as presently prevalent).

Signature of the Contractor.

Tender Opening Form

Last Date of receipt of tender documents: _____

Date of Opening of tender : _____

1. Name of the Item / Contract: _____
2. No. of firms take the tender form: _____
3. No. of firms responded within due date are as follows:

Remarks:

1. Tender sent by speed post/ courier / ordinary post / By Hand:
2. EMD Deposited:
3. Certificates:
4. Others:

(Varghese T.M.)
Member

(L. Bobby Singh)
Member

(Subhash Sharma)
Member

(B.C. Kusre)
Member

(S.K. Rautaray)
Chairman

Minimum rates fixed by Sikkim Govt.

Particulars	Minimum Rate
Skilled Labour (In Rs.)	250/-
Unskilled Labour (In Rs.)	200/-
Semi Skilled Labour (In Rs.)	220/-
EPF (In %)	13.61%
ESI Charges (In %)	4.75%
Service Tax (In %)	12.36%