



रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालय

ग्वालियररोड, पासजबांधकेपास, झांसी (यूपी) - 284003

(रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालयअधिनियम, 2014 केतहतस्थापित)

Rani Lakshmi Bai Central Agricultural University

Gwalior Road, Near Pahuj Dam, Jhansi (U.P.) – 284003

(Established under the Rani Lakshmi Bai Central Agricultural University Act, 2014)

☎ : 0510-2730555 Web page: <http://www.rlbcau.ac.in>

F. No: RLBCAU/DR/2018/35

Dated: 31stOct., 2018

NOTICE INVITING OPEN TENDER ENQUIRY THROUGH E-TENDERING PROCESS

TENDER FOR THE HIRING OF JCB AND TRACTOR WITH FARM IMPLIMENTS “FARM ACTIVITIES” AT RANI LAKSHMI BAI CENTRAL AGRICULTURAL UNIVERSITY, NEAR PAHUJ DAM, GWALIOR ROAD, JHANSI - 284 003 (U. P.)

The Rani Lakshmi Bai Central Agricultural University, Jhansi invites online Open tender enquiry in Two Bids Systems through e-tendering from reputed firms with adequate experience for Hiring of JCB and Tractor with farm Impliments “Farm Activities” at RLBCAU, Near Pahuj Dam, Gwalior Road, Jhansi. The details of the scope of work, schedule of requirement, terms & conditions of the contract are given below:

TENDER NUMBER	2018_DARE_402126_1 Dated 31 st Oct., 2018
DESCRIPTION OF WORK	Annual Job/Work Contract for providing Agricultural & Allied Services- “Agricultural Activities” at RLBCAU, Jhansi, Near Pahuj Dam, Gwalior Road, Jhansi.
TYPE OF TENDER	Two bid system (Technical & Financial)
DATE AND TIME FOR ISSUE/PUBLISHING	31.10.2018 at 4.30PM
DOCUMENT DOWNLOAD / START DATE AND TIME	31.10.2018 at 4.30 PM
DOCUMENT DOWNLOAD / END DATE AND TIME	21.11.2018 at 11.00 AM
PRE-BID MEETING DATE AND TIME	03.11.2018 at 2.30 PM
BID SUBMISSION START DATE AND TIME	04.11.2018 at 02.30 PM
BID SUBMISSION END DATE AND TIME	22.11.2018 at 11.00 AM
DATE AND TIME OF OPENING OF TENDER (TECHNICAL BID)	23.11.2018 at 11.00 AM
DATE AND TIME OF OPENING OF TENDER (FINANCIAL BID)	Will be notified after evaluation of Technical bids on our website http://www.rlbcau.ac.in Bidding firm should mention their email id, phone no., Fax no. for information of date of opening of financial bid.
BID VALIDITY	120 days
EMD	Rs.25,000/- (Rupees Twenty Five Thousands Only), in the form of Demand Draft/ Banker's Cheque in favour of RLBCAU, Jhansi payable at Jhansi. (no other mode will be accepted)
Submission of BID	Online bid (Technical & Financial) uploaded on CPP Portal (www.eprocure.gov.in/eprocure/app). Hard copy of tender Fee and EMD in acceptable form (DD/Banker's Cheque) must be reached to Store-Purchase, RLBCAU, Jhansi before the bid

	<p>submission closing date and time through Preferably Speed post / Registered post / Personnely submitted in Store-Purchase Section.</p> <p>Note: As University is in remote locality and many courier services are not providing their services daily for delivering the dak from our previous experience, due to which Tender Fee / EMD are not reached in time at RLBCAU, Jhansi.</p>
Details of tender	<p>Tender Documents and Notice is also available on RLBCAU Website http://www.rlbcou.ac.in and CPP portal Id No. 2018_DARE_402126_1</p>

Important Notes:

1. Tender Documents can be downloaded from RLBCAU, Jhansi website <http://www.rlbcou.ac.in> in OR from Central Public Procurement Portal www.eprocure.gov.in. Bidders should enrol / register in the e-procurement module of Central Public Procurement Portal through the website: www.eprocure.gov.in. Bidders should also possess a valid DSC for online submission of bids.
2. Bids received on e-tendering portal only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
3. RLBCAU, Jhansi reserves the right to accept/reject any/all tenders in part /full at any stage without assigning any reason thereof.
4. RLBCAU, Jhansi will not be responsible for any delay in enrolment/registration as bidder or submitting/uploading the offer on e-tender portal. Hence, bidders are advised to register in e-tendering website www.eprocure.gov.in and enrol their Digital Signature Certificate and upload their quotation well in advance.
5. Any changes/corrigendum/ extension of opening date in respect of this tender shall be issued through websites only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our website & <https://eprocure.gov.in/eprocure/app> for updates.

Terms and Conditions of tender document:

1. EMD amounting to Rs. 25,000/- (Rupees Twenty Five Thousands Only), through Demand Draft/ Banker's Cheque in favour of "RLBCAU" payable at SBI, Karari Branch, Jhansi should be sent through post / submit in person up to the last date & time of acceptance of bid to Store-Purchase Section, RLBCAU, Jhansi along with duly filled and signed GAR-43 form as attached with the tender document for refund of EMD and a scanned copy of the Demand Draft/Banker's cheque should be attached in online bid as mentioned under technical bid. The EMD of the unsuccessful tenderer shall be refunded after the finalization of the order. No interest shall be paid on EMD.
2. Bidder should prepare the Tender fee and EMD as per the instructions specified in the tender document. The original Tender fee and EMD should be sent by post/ submit in person to the Store Purchase Section, RLBCAU, Jhansi latest by the last date & time of bid submission. Failure to deposit the tender fee and earnest money (EMD) in Store-Purchase Section, RLBCAU, Jhansi up to due date and time through offline mode will lead to rejection of bid. The details of the DD/Bankers Cheque physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
3. No interest on Security Deposit and earnest money shall be paid by the RLBCAU to the bidder/tenderer/agency.
4. While quoting the rate the contractor must take into consideration the relevant government rules like providing weekly off, payment of minimum wages as per government rule, payment of EPF, ESI, Service Tax (if applicable) & other statutory obligations as per Govt. rules. **The consolidated amount to be charged has to be indicated in Indian Rupees in the financial bid in .XLS format in BOQ of e-tendering. The conditional offer(s) shall, in no case, be accepted.** Contractor/firm/agency has pay applicable minimum wages fixed by Central Government/Uttar Pradesh State whichever is higher with intimation to Incharge Farm Section, RLBCAU. **The University shall not bear any extra charge on any account whatsoever.** The agency is supposed to work on job work/contract basis and as such there will not be any separate payment for working on Sundays or other holidays etc. and the same is to be included in the Job/work/monthly/Per day charge claim in the tender by the Contractor.
5. **The criteria details of Job/work contract nature are of four types i.e., Unskilled work:** means work which involves simple operations requiring little or no skill or experience on the job. **Semi-Skilled work:** means work involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes unskilled supervisory work. **Skilled work means** work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational University and the performance of which calls for initiative and judgement. **Highly skilled work means** work which calls for a high degree of perfection and full competence in the performance of certain tasks acquired through intensive technical or professional training or practical work experience for long years and also requires a worker to assume full responsibility for the judgement or decision involved in the execution of these tasks (As per Gazette of India No. 1126 dated 21.10.2005)
6. Agricultural related works are exempted from service tax according to rule 66D of service tax act. However service tax, if applicable, the deposition of service tax will be liable to contractor. No service tax will be paid by Office and contractor has to pay.
7. The contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased machines and material for the work.
8. The University is not bound to accept the lowest or any other tenders and also reserve the right to accept the tenders in whole or in part.
9. Contractor/firm/agency may bid to tender for the whole or any portion.

10. Job/Work Contract order will be awarded to the lowest bidder against each item who will fulfil all terms and conditions of tender documents along with work performance and reasonability of rate.
11. The bill for payment will be processed only after the receiving of documentary evidence for payment of minimum wage, EPF, ESI etc. The firm shall be responsible for maintaining the record related to wages, EPF, ESI etc as per prevailing Acts./order of GOI/UP. The records maintained so will also be open for inspection time to time.
12. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled amongst the agency and the workers engaged by it themselves. RLBCAU in no case shall be a party to such a dispute.
13. The payment of job/work contract is to be made by the contractor/firm agency before 10th of every month through account payee cheque in the presence of Incharge Farm Section/authorized officials of RLBCAU, Jhansi. In case of delayed payment penalty of atleast 10% of the bill amount will be imposed on the contractor by the RLBCAU. The bill should be submitted to Farm Section only after Payment to the workers. The payment to contractor will be made through e-payment. A copy of ESI Challan and ECR indicating name of the workers with their EPF contribution will be submitted by the firm to the Incharge Farm Section, RLBCAU, Jhansi. If any complaint is received with regard to these matters, the action will be taken against the firm and concerned authorities will be asked to take legal action against the firm. RLBCAU will not at all be liable.
14. The rates submitted by the tenderer shall not be allowed to withdraw. Non-accepting of Job/Work Contract order will be treated as failure on the part of tenderer & the Earnest Money/ Security Deposit/ Performance Security is liable to be forfeited.
15. Intending tenderers should have valid registration required for the above mentioned tender.
16. No advance or part payment will be made. Payment shall be made electronically only within a reasonable period after completion of the work as per tender terms and conditions and after satisfactory verification of the work by the concerned technical person/officer/Committee of the University assigned for supervision of this work. Bank Account details for making e-payment must be provided along with the Bill.
17. The financial bid (Cover-II) of only technically qualified firms will be opened.
18. The tendering firm has to assess carefully the scope of work with specific reference to job/work. For any clarification(s) as to the tender/scope of work or inspection of the premises, the prospective bidder may enquire on **pre-bid meeting date 03.11.2018 and time 02.30 PM.**
19. The firm is being permitted to give tenders in consideration of the stipulations on the his part that after submitting his tenders, he will not resile from 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 RLBCAU. 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 RLBCAU.
20. The contract shall normally be awarded for a period of one year from the date of award or any shorter period that may be decided by the RLBCAU. The Contract will be strictly monitored as per Scope of work given in respect of minimum standard. In case any shortcomings or deficiencies are noticed during the currency of contract period or any other contractual dispute, the contract can be terminated by giving one month notice. The decision of Vice Chancellor, RLBCAU in this regard shall be final and binding. The rates quoted by the Agency shall be fixed for the period of the contract and no request for any change/ modification shall be entertained before expiry of the period of the contract. The contract can be extended for further period of as per need basis (upto one year) on the subject to satisfactory performance of the firm on the same terms & condition and rates.
21. If the contract is terminated on the grounds of glaring shortcomings or deficiencies during the currency of its tenure including extended tenure, if any, the RLBCAU 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.

22. The Vice Chancellor, RLBCAU, Jhansi, reserves the right to reject any or all quotations in whole or in part without assigning any reason thereof at any stage. The decision of the Vice Chancellor, – RLBCAU, Jhansi shall be final and binding on the Contractor/Agency/firm. Vice Chancellor, - RLBCAU also reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the RLBCAU for any justifiable reasons, not mandatory to be communicating to the tenderer.
23. It is the obligation of the agency to follow the minimum wages issued by the appropriate Government under Minimum Wages Act, 1948. The RLBCAU shall have no liability, financial or otherwise, for any harm/damage/injury caused to the manpower/machinery deployed by the firm in the course of performing work of this University. Neither the firm nor its worker shall have any claim on RLBCAU for compensation or financial assistance on the account.
24. It shall be the responsibility of the firm to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the work force employed and in regard to welfare of the personnel engaged for the work in particular, then the Security deposit/performance security will be confiscated and firm will be blacklisted, as decided by the RLBCAU authority.
25. The personnel deployed by the Agency should not have any police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The Contractor will provide Name, Address, Telephone No & Photographs of its employees deployed at RLBCAU, Jhansi to the Incharge Farm Section & Security.
26. That no right, much less a legal right shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the RLBCAU nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the RLBCAU. The worker will remain the employees of the Agency/Contractors and will be the sole responsibility of the Agency to make it clear to their worker before deputing on work at RLBCAU, Jhansi. There is no Master and Servant relationship between the employees of the service provider and the RLBCAU, Jhansi and further that the said personnel of the service provider shall not claim for any employment or absorption in the RLBCAU, Jhansi by virtue of their engagement for this work.
27. The service provider's personnel shall not claim any benefit / compensation/ regularization/ absorption of services from the Council under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 etc. The tenderer/ contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act. The Agency/Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations in such cases and are not essentially enumerated and defined herein, whatsoever.
28. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having jurisdiction or authority, which in any manner may affect their engaged or employed staff and anything related to carry out the work. All the rules & regulations & bye-laws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
29. The service provider's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature.
30. The employees for the contractor shall be of good character and of sound mind. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks/drugs, chewing of pan/Gutka, smoking, using speakers for listening to music and

loitering without any work. The workers should not be below the age of 18 years and not more than 55 years and also of good health.

31. The service provider shall replace immediately any of its personnel, if not unacceptable to the RLBCAU because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any staff of the RLBCAU.
32. The damage caused, if any, to RLBCAU property through the acts of the firm and/or by its workers shall be made good by the agency and decision of the RLBCAU in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by contractor or its staff or otherwise any harm done to the RLBCAU, its properties, designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceeding as well as pay penalty which the Vice Chancellor, RLBCAU may deem fit.
33. Any compensation for disengagement on account of death, disability or any mis-happening of any labors(s) provided for deployment in the RLBCAU, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability. The contractor should ensure the person engaged by him for job/work contract work at RLBCAU for all coverage of causality, death or accident or illness, at their own. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
34. In the event of any loss being occasioned to the RLBCAU on account of the negligence of the duty by the Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained to the RLBCAU either by replacement or on payment by adequate compensation.
35. The contractor/firm/agency is wholly responsible to supply the personnel in the University premises and if any accident/untoward incident happen, on account of improper workmanship with the concerned person during duty, the whole responsibility for settling the case with police/court, labour law lies with the contractor.
36. The Agency/Contractor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case agreement will be declared as void and such act of contractor will be taken as breach of Contract and resultantly his Security Deposit shall be forfeited and contract shall be terminated.
37. The RLBCAU reserves the right to ask and requires the contractor to replace any person deployed by him without assigning any reasons/notice.
38. The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the RLBCAU staff or other staff of Agencies working, the Agency/Contractor shall immediately withdraw such employees forthwith at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instruction given by the supervisory staff of the RLBCAU.
39. Any dispute arising out of and in relation to this agreement shall be referred the Vice Chancellor, RLBCAU. His decision will be binding on the contractor and amount is found due will be recovered as arrears of land revenue.
40. If tenderer does not accept the award, after issue of letter of award by University within 15 days, the award made shall be deemed to be withdrawn without any notice & earnest money will lapse.
41. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm & attached in Technical bid in e-tendering. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the RLBCAU 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 documents submitted by the bidder in Technical bids should be signed

by the tenderer and scan copy of that documents attached in Technical bids in PDF Format which will be treated as original.

42. Successful bidder/s will have to deposit Security Deposit /Performance Security 10% of the quoted value of estimated value of the contract. The security deposit is to be submitted through DD/Banker's cheque in favour of RLBCAU Jhansi or through RTGS/NEFT in University A/c with intimation to RLBCAU within 21 days after the issue of letter of award by the University which shall remain with the University till the mentioned service period and shall thereafter be returned, without any interest, only after the successful completion of work. Performance security should remain valid for period of 60 days beyond dated of completion of all statutory and contractual obligations of supplier. In the event of non-deposition of the same, the earnest money will be forfeited. Bid security will not be linked to any pending amount in the University. EMD will be refunded to successful bidder, on receipt of performance security.
43. Any interest on security deposit, earnest money deposit, performance security is not admissible to be paid by the University to the tenderer.
44. The contractor/firm/agency has selected agency will engage sufficient number of labour force/personnel's for RLBCAU Jhansi as per labour rate prevalent in Jhansi (UP) for satisfactory performance of the work. The agency shall employ good and reliable persons with robust health of the age group between 18 to 55 years. In case any of the personnel so provided is not found suitable by the University, the same will be replaced by the contractor/firm, the University shall have the right to ask for its replacement without giving any reason thereof and the agency on receipt of a written communication will have to replace such persons immediately. The tenderer/contractor/agency shall provide documentary proof of their Staff/Supervisors with their ESI & EPF contributions registered in scan copy of Technical bid.
45. Canvassing in any form is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
46. The contractor/firm/agency 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 shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the University from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of the Vice Chancellor, RLBCAU, Jhansi shall be final and binding on the contractor.
47. Income Tax (TDS) will be deducted from the payments of the contractor/firm/agency as per rule.
48. 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.
49. The RLBCAU shall have no liability whatsoever towards any other personal or equipment of the Agency. All statutory requirements for the workmen engaged for RLBCAU Contract work are to borne by the Agency/Firm/Contractor and shall be sole responsibility of the Agency/Firm/Contractor.
50. The contractor/firm/agency should ensure that the qualified and experienced persons capable for the job as per the requirement of work specified in the details of jobs to be done are provided/engaged for attending the work.
51. The workers engaged by contractor/firm/agency on job contract/work contract will not be on payroll of the University (RLBCAU, Jhansi) and will not be entitled to any benefit as applicable to the employee of RLBCAU.
52. The contractor shall be fully responsible for the work allotted and shall not indulge in any other activities than doing specified job allotted to them. In case of any loss/damage to University property or its interest of contract value or violating any clause given in tender the competent authority shall be free to impose penalty as per penalty clause and deduct the same from the security

deposit/EMD/performance security or any pending payment of the firm/contractor/agency with University.

53. Risk Clause: University reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from EMD/Security Deposit/Performance Security or pending bills or by rising a separate claim.
54. The contractor shall himself maintain his labour force and supervisory staff as required and as directed from time to time by the indenting officer of the University to provide highest standards of functioning of the farms/office.
55. The supervisory staff of the contractor should be present (in attendance) at the places where job works are undertaken. Any changes made in the supervisory staffs should immediately be intimated to the OIC(Farm)/Sr. Farm Manager/Scientist In-charge/In-charges of different Section immediately.
56. The work shall not be considered as completed satisfactorily until the OIC(Farm)/Sr. Farm Manager/Incharge/Indenter of different sections has to certified in writing that the work they have been completed satisfactorily and all the assigned jobs are completed.
57. The contractor shall keep a complaint register with his supervisor and it shall be open to verification by the authorized officer of the University for the purpose. Complaints should be immediately attended to by the Agency.
58. The sufficient manpower/machinery should be ensured for continuity of on going works till their completion.
59. Workers should not leave their points unless and until the reliever comes for shift duties, contractor supervisor will maintain all the register, which are kept at concerned Section.
60. Drivers engaged by the contractor/firm/agency should fulfill all the criteria (requisite driving licence, good health, Insurance etc) for driving the vehicle of RLBCAU, Jhansi for local & anywhere in India for work of RLBCAU, Jhansi as and when required.
61. **LIQUIDATED DAMAGE CLAUSE:** Whenever and wherever the contractor/firm/agency is unable to undertake the work it will be brought to the notice of the contractor by the Farm Incharge//c Concerned section/indenting officer & countersigned by the Head of Unit / or higher authority and if no action is taken within three hour liquidated damages clauses will be invoked for essential activities likely electricity & water supply related works etc. and for one day for agricultural activities etc. In non-completion of work the payment of that bill will not be paid to the contractor/firm and the equal amount of the bill will be deducted from the consequent bills of the contractor. If indenter/Incharge is unsatisfied with the work done, the bill payment for that job work will not be made and equivalent amount of that bill will be deducted from the consequent bills of the said contractor. If the work completion is late, as per schedule given to the contractor/firm/agency and intimated by the indenter/Incharge, 20% of the bill amount will be deducted by the office. If the same practice is being repeated second time, double amount of bill will be fined and deducted from the consecutive bills of the said firm/contractor and for the third time, the performance security or any other payment of the contractor/firm/agency will be seized.
62. **Loss and/or Damages:** In case of any loss or damage done to the property of the University attributable to the personnel for the contractor, the full damages will be recovered from the Agency/Contractor.
63. Any misconduct/misbehavior on the part of the manpower deployed by the agency is undesirable untolerated and such person(s) will have to be replaced immediately by the contractor on reporting by work the indenting officer.
64. The persons so provided by the agency under this contract will not be the employee of the University and there will be no employer-employee relationship between the University and the person so

engaged by the contractor in the aforesaid services. The contractor/firm/agency shall declare in writing if he is related to any officer/employee of the RLBCAU, Jhansi with details of relationship thereof along with the tender.

65. Acceptance of the job/work contract to the contract firm by the University will be communicated by Registered post / FAX/ Express letter/E-mail or any other form of communication. Tenderers are requested to give their FAX/E-mail numbers for early response.
66. Successful Tenderer will have to enter into a detailed contract agreement with RLBCAU on non-judicial stamp paper of Rs. 100/- (Rupees One hundred) for each work.
67. Decision of Vice Chancellor, RLBCAU, Jhansi shall be final for any aspect of the contract and binding to all parties. That if any dispute and difference arises between the firm / supplier and RLBCAU, Jhansi the matter will be referred to the Sole arbitrator who will be amongst the OIC (Store) / other concerned officer of RLBCAU, Jhansi, nominated by the Vice Chancellor – RLBCAU, Jhansi. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.
68. All disputes are subject to Jhansi jurisdiction only.

OIC (Stores)

INSTRUCTIONS FOR ONLINE BIDS SUBMISSION:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, Using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their User ID/ password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender Schedules. These tenders can be moved to the respective My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF forms. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "MySpace" area available to them to upload such documents. These documents may

be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidders has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be sent by post/ given in person to the Store Purchase Section, RLBCAU, Jhansi latest by the last date & time of bid submission. Failure to deposit the earnest money in office up to due date and time through offline mode will lead to rejection of bid. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download to BOQ file, open it and complete the white coloured (unprotected) Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 18030702232.

SCOPE OF WORK

रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालय,झाँसीमें कृषिकार्य के वार्षिकठेके के लियेन्यूनतममजदूरीदर, ई.पी.एफ.
/ई.एस.आई. आदिकापालनकरतेहुए निविदाभरें।

S. N.	PARTICULAR OF WORKS	Job category	OFFERED NET RATE PER UNIT (Inclusive of all taxes, statutory liabilities, T&P etc.)	Mention Nos. of manpower to be deployed on each work
A.	Agricultural job works on per unit area/basis			
1.	Hire Charge of tractor with Hydraulic trolley including driver, fuel etcfor development of road, ground etc up to lead ; (i.) upto 2.0 km lead (ii) upto 3.0 km (iii) upto 5.0 km	Unskilled	Per trolley 100 cft Rs Rs Rs	
2	Hire Charge of tractor with Dozer including driver, fuel etcfor development of field, ground etc up to lead	Unskilled	Net per hour Rs	
3	Hiring charge of JCB machine including operator, POL etc for various earth work / developmental work.	Unskilled	Net per hour Rs	
4	Hiring charge of tractor with plough, harrow & seed-cum-ferti Drill machine including driver, fuel etcfor crop cultivation. (i) Plough (ii) Harrow (iii) Seed-cum-ferti Drill	Unskilled	Net per hour Rs Rs Rs	
5	Hiring charge of Crawling type stone/rock excavating machines including operator, POL etc for various earth work / developmental work.	Unskilled	Net per hour Rs	
6	Hire Charge of dumper including driver, fuel etcfor development of road, ground etc up to lead ; (i) upto 2.0 km lead (ii) upto 3.0 km (iii) upto 5.0 km	Unskilled	Per dumper 300 cft/400 cft Rs Rs Rs	

Note;

- i. ठेकेदारकोउक्तकार्यो के निष्पादनपरसंविदाश्रमिकअधिनियम के तहतठेकावधि के दौरानवैध लाईसेंस, सेवाकर, ई.एस.आई. तथाई.पी.एफ. आदि, यदिनियमानुसारलागूहोताहै, तो एक माह के अन्दरवैध पंजीकरणकरानाअनिवार्यहोगातथासमस्तलागूश्रमिकअधिनियमों (Minimum Wage Act & ESI, EPF, Service Tax etc.) कापालनकरनेकाउत्तरदायित्वसम्बन्धितकार्यदायीसंस्था / ठेकेदारकाहोगा।
- ii. If a firm quote NIL charges/consideration over and above minimum wages, the bid shall be treated as UNRESPONSIVE and will not be considered.
- iii. The above rates of different categories jobwork should include all liabilities like EPF, ESI & Minimum Wages as prescribed by Ministry of Labour & Employment, Govt. of India.
- i. Whereas the above rate(s) of contractual workers (highly skilled, skilled semiskilled and unskilled) should include all liabilities like Minimum Wages, EPF, ESI as per Ministry of Labour and Employment (Agriculture), Government of India.
- ii. if the above quoted rates are found to be lower than that the prescribed government rates, the quotation will not be considered by the University for award of the contract.

Technical bid Cover-I

Details of Online Bid Submission: Bids (complete in all respect) must be uploaded online in Two Covers as explained below:-

COVER- I Technical bid (Following documents to be provided as PDF file)		
S.N.	Content	File Type
1.	Name & Address of the firm, Telephone No, E-mail Id, Fax No (All the above mentioned details may be attached in .PDF file in firm letter head with signature & seal)	.PDF
2.	Scan copy of Tender Fee by way of Demand Draft/Banker's cheque (no other mode will be accepted). Physically Tender Fee must reach to Store Purchase Section upto last bid submission date.	.PDF
3.	Scan copy of Earnest Money Deposit by way of Demand Draft/ /Banker's Cheque (no other mode will be accepted) Physically EMD must reach to Store Purchase Section upto last bid submission date.	.PDF
4.	Scan copy of constitution of the Firm/ Agency (Attached copy) Indian Companies Act, 1956 Indian Partnership Act, 1932 Please give names of partners) Any other Act, if not, the owners	.PDF
5.	Scan copy of Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.	.PDF
6.	Scan copy of Registration certificate of the firm under the work contract of Govt. of India/State Govt	.PDF
7.	Scan copy of Permanent Income Tax No.Circle/ Ward (Individual/Firm/Company Name –clearly indicate)	.PDF
8.	Duly certified scan copy of Last three years continuous experience of the firm in the field of providing such services/labourers in Central Govt. establishments/Autonomous bodies of Govt. of India/Corporations of Govt. of India/State Govt. Provide the details in tabular form	.PDF
9.	Scan copy of Certified Balance Sheet of the firm for last year of the service contract by the chartered accountant.	.PDF
10.	Scan copy of Employee EPF registration certificate issued by local govt/concerned department etc.	.PDF
11.	Scan copy of Employee ESI registration certificate issued by local govt./concerned department etc.	.PDF
12.	Scan copy of the contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour licence under this Act.	.PDF
13.	Scan copy of Nos. of workers registered under ESI & EPF separately. Minimum 20 nos. (workers) required with their ESI & EPF contributions. Documentary proof of vouchers to be required and may be attached.	.PDF
14.	Scan copy of Service tax registration certificate issued by Govt. etc	.PDF
15.	Scan copy of Name of the Representative to be visiting RLBCAU, Jhansi, regarding the contract.	.PDF
16.	Scan copy of complete bank details of bidder for e-payment	.PDF
Cover-II Financial Bid (Following document to be provided as .XLS file)		
1.	Price bid (BOQ) to be filled in .XLS format strictly as per proforma given	.XLS

All the documents and price bid (BOQ) has to be digitally signed by the bidder.

OIC (Stores)

Kind Attention: Bidder should fill the details of DD/BC in the columns & also signature on Claimant's for returning of EMD affixing with Rs. 1 Revenue stamp.



रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालय

ग्वालियररोड, पासुजबांधकेपास, झांसी (यूपी) - 284003

(रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालयअधिनियम, 2014 केतहतस्थापित)

Rani Lakshmi Bai Central Agricultural University

Gwalior Road, Near Pahuj Dam, Jhansi (U.P.) – 284003

(Established under the Rani Lakshmi Bai Central Agricultural University Act, 2014)

☎ : 0510-2730555 Web page: <http://www.rlbcu.ac.in>

GAR-43

[See Rule 166(1)]

APPLICATION-CUM-BILL FOR REFUND OF DEPOSIT

Month

Bill No.....

Head of Account.....

Original Challan/DD/BC of Receipt No. & Date	Bank/Office in which deposited	Name of Depositor	Amount originally deposited

Received this.....day of.....20 the sum of Rupees..... being repayable on account release of deposit described above.

Claimant's Signature.....
(with revenue stamp affixed whenever necessary)

1. Received payment of Rs.....(Rupees) for arranging disbursement to Claimant(s)
2. Passed for payment of Rs.....Rupees.....

Date:

Drawing & Disbursing Officer

For in pay and Account Officer in case of endorsement 1 above.

Admitted for payment of Rs..... (Rupees.....) Payment by Cheque No.....

Date

Finance and Account Officer

Delete whichever of endorsement 1 or 2 inapplicable.



रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालय

ग्वालियररोड, पासुजबांधकेपास, झांसी (यूपी) - 284003

(रानीलक्ष्मीबाईकेंद्रीयकृषिविश्वविद्यालयअधिनियम, 2014 केतहतस्थापित)

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☎ : 0510-2730555 Web page: <http://www.rlbcau.ac.in>

F. No :RLBCAU/DR/2018/35
2018

Dated: 31stOct.,

TENDER NOTICE

The Vice Chancellor, RLBCAU, Jhansi (UP) invites Tenders (**On-line Bids**) in two bid system through CPPP at www.eprocure.gov.in from experienced and eligible firms / agencies for **Hiring of JCB with farm Impliments "Farm Activities"** at this University. The **CPP Portal Tender ID for Hiring of JCB and Tractor with farm Impliments "Farm Activities" No. is2018_DARE_402126_1**

The further details, terms & conditions of tender are available in website <http://www.rlbcau.ac.in> and CPP Portal website www.eprocure.gov.in, Corrigendum, if any for change or correction in the tender by the University, can be seen on our website/CPP Portal only. The Vice Chancellor, RLBCAU, Jhansi reserves the right to cancel one or all the tenders without assigning any reasons thereof.

OIC (Stores)