

# TENDER DOCUMENT

2015-2016



**ADVANCED RESEARCH CENTRE  
FOR BAMBOO AND RATTAN**  
*(A unit of Rain Forest Research Institute,  
Jorhat, Assam)*

**Indian Council of Forestry Research and  
Education**

*(An autonomous body under Ministry of  
Environment and Forest, Govt. of India)*

*(An ISO 9001:2008 certified organization)*

**Post Box No. 171, Old Zoo Site,  
Bethlehem Venghlang, Aizawl-796008,  
Mizoram.**

# TENDER FOR SUPPLY OF SECURITY PERSONNEL

**COST OF TENDER  
DOCUMENT: Rs. 250.00/-  
(NON-REFUNDABLE &  
NON-TRANSFERABLE)**

**No: No.1/26/2012-Ests/ARCBR/2015-16**

**Date: 22/05/15**

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## TENDER DOCUMENT.

Name of the work: Supply of Security Personels for the premises of ARCBR, Aizawl, Mizoram during 2015-16.

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1. Cost of tender document: Rs. 250.00 non refundable.
  2. Date of sale of tender document: 25.05.2015
  3. Last date of submission: 25.06.2015
  4. Date of opening: 29.06.2015 at 11:30 AM
  5. Issue to: .....
  6. Issue no: .....
  7. Issue by: Director, ARCBR, Bethlehem Vengthlang, Aizawl, Mizoram
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### Press notice of the Tender.

#### **NOTICE INVITING TENDER**

ADVANCED RESEARCH CENTRE FOR BAMBOO AND RATTAN  
(A Unit of Rain Forest Research Institute, Jorhat : Assam)  
[Indian Council of Forestry and Education, Dehradun]  
Old Zoo Site, Bethlehem Vengthlang-Post Box No.171, Aizawl – 796008, Mizoram

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#### **Tender No.1/26/2012-Ests/ARCBR/2015-16**

Sealed Tender is invited from the authorised and eligible firms with registration for providing security personels at ARCBR campus Bethlehem Vengthlang Aizawl. Tender documents with detail can be collected on any working day from the office of the Director, ARCBR, Old Zoo Site Bethlehem Vengthlang, Aizawl between 9:30 AM to 5:00 P.M. as per detail below:

1. Cost of documents: Rs. 250.00 (*non refundable*)
2. Date of sale: 25.05.2015
3. Last date of submission: 25.06.2015
4. Date of opening: On 29.06.2015 at 11.30 AM
5. Address for communications: Old Zoo Site, Bethlehem Vengthlang, Post Box No.171, Aizawl – 796008, Mizoram

Tender can also be down loaded from [www.icfre.org](http://www.icfre.org) under option tender.

Sd/-  
Director  
ARCBR  
Ph No. 03892301157

**ADVANCED RESEARCH CENTRE FOR BAMBOO AND RATTAN**  
(A Unit of Rain Forest Research Institute, Jorhat : Assam)  
(Indian Council of Forestry Research & Education)  
Old Zoo Site, Bethlehem Vengthlang-Post Box No.171, Aizawl – 796008, Mizoram

**GENERAL INFORMATION**

Tender is invited for providing security personnel at ARCBR Campus, Old Zoo Site, Bethlehem Vengthlang Aizawl Mizoram for the whole campus premises.

The tender is invited in two parts comprising a) **Technical bid** & b) **Financial bid**. The details of the tender are available in the tender document.

The cost of the Tender document is `250.00- non refundable. Tender document can be obtained by the eligible **Service Providers** from STORE OFFICER, ARCBR on payment of ` 250/- (*in cash*) with the cashier during office hour. Tender can also be down loaded from [www.icfre.org](http://www.icfre.org) under option tender. Tender shall be opened on 30.06.2015 at 11:30 AM in the conference hall. If due to unforeseen events or for other official reasons office remains closed, the next working day shall be the opening day.

The tender documents down loaded should be accompanied with a Demand Draft of ` 250.00 drawn in favor of **Director, ARCBR** from any nationalized banks payable at Aizawl, Mizoram. The tender documents received without DD will be summarily rejected.

Director, ARCBR also reserves the right to accept or reject any tender/tenders amongst those received without assigning any reasons.

Director  
ARCBR, Aizawl, Mizoram

### **QUALIFICATION CRITERIA FOR THE BIDDERS.**

1. Service Provider's Registration certificate issued by a competent authority under relevant rules of GoI.
2. Service provider must have a license for at least **15** workers issued by a competent authority under relevant rules of GoI.
3. EPF Registration certificate.
4. Service providers should have provided similar services to at least two clients in the past two years.
5. Labour Society/ Co-operative society having its own Head Office/Branch Office locally should only apply.
6. Any suppression of material facts or discrepancy in this respect will lead to disqualification of the tender.

**NOTE: These requirements are to be authenticated by relevant supporting documents.**

(ORIGINAL COPIES MAY BE ASKED FOR CLARIFICATIONS /VERIFICATIONS.)

### **SUBMISSION AND EVALUATION OF PROPOSAL.**

The bidder has to submit **two separate sealed envelopes**, one marked Technical Bid and the other marked Financial Bid. These two are to be enclosed in one sealed envelope and submitted. The Technical bid envelope and Financial bid envelope shall contain all the documents including relevant Annexures duly filled as specified in the tender document.

**The Technical bid envelope** which shall be in format given in Annexure I will be opened first and evaluated for qualification. The envelope must be super scribed as TECHNICAL BID on the cover. Thereafter, the Financial bid envelope will be opened of only those who qualify in the Technical bid. **The copy of cash receipt of cost of tender document or original DD, as the case may be, should also be enclosed along with all documents.**

**The Financial bid envelope** shall be filled up in the format given at page 10. The envelope must be super scribed as FINANCIAL BID on the cover.

Bids received after the stipulated date and time shall not be considered and summarily rejected. The ARCBR will not be responsible for any postal delay or any acts beyond the control of the officials of the Institute.

Director  
ARCBR, Aizawl, Mizoram

**Terms and Conditions governing this contract:**

1. That the successful tenderer hereinafter called as the **service provider** shall perform the works awarded to him hereunder, to the satisfaction of the authority.
2. The agreement that will be met with shall be deemed to be an agreement between Advanced Research Centre for Bamboo and Rattan (ARCBR) and Service provider.
3. The service provider shall seek instructions from the Director, ARCBR, or any other officer authorised by the Director, ARCBR, for the purpose, hereinafter referred to as the ARCBR authority.
4. This contract shall not be deemed to be an asset of the Service Provider in any form. No legal proceedings to enforce any claim and no suite arising out of this contract shall be instituted except in a court having jurisdiction over Aizawl.
5. The authority shall verify the facts and only those workers shall be deployed by the service provider on duty in whose case the executor render satisfaction. **The workers deployed for the security purposes should perform duties with proper uniform which is to be provided by the service provider.** The rates payable to the service provider will be as per the Minimum Wages Act, 1948 and will be based on the current rates as notified by authority Under the Minimum Wages Act, 1948. In case of revision of minimum wages by the competent authority, as also the employer's contribution towards EPF and ESI, the pro-rata increase in the rate will be acceptable to the ARCBR authority. It shall be the responsibility of the service provider to ensure that the workers deployed by him at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time for the respective categories. Bill shall be raised by the contractor in accordance with the rates quoted on every last day of the month and submitted for payment to ARCBR authority. The number of workers required can vary subject to the requirement. The service provider will also ensure that the personnel engaged by him get the wages/salaries for the previous month on or before the 7<sup>th</sup> day of the subsequent month, through State Bank of India, Dawrpui Branch Aizawl.
6. The ARCBR authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration 8(eight) hours without rest intervals.
7. The principal of "**No work-No pay**" shall be followed while making payment wages /salaries to the personnel deployed by him.
8. **The service provider shall not replace the workers at random.** This shall be done with the prior knowledge of the ARCBR authority.
9. **No leave of any kind to the workers shall be sanctioned by the ARCBR authority.** The service provider shall be liable to make substitute arrangements in case of leave or leaving the job.

10. The ARCBR authority reserves the right to change the deployment of workers. The ARCBR also reserves the right to ask for replacement of particular worker or other categories of personnel deployed by the service provider.
11. The personnel deployed by the service provider shall be bound to observe all the instructions issued by ARCBR authority concerning general discipline and behaviour.
12. That for all intents and purpose the service provider will be “Employer” within the meaning of all labour legislation in respect of the personnel so deployed by him.
13. The service provider shall be responsible for recruitment of the personnel for the purpose of this contract.
14. In case the workers deployed by the service provider commit/commits any act of omission or commission constituting their/his misconduct or indiscipline, the service provider will be liable and responsible to take disciplinary action against the person/s including suspension, dismissal from service etc.
15. The service provider will be responsible and liable for the implementation of all the statutory provisions in respect of minimum wages, Employees’ Evident Funds, Employees’ State Insurance, if applicable, etc. as and when they become applicable under the Law. The service provider shall maintain all the statutory registers under the law and shall produce the same on demand to the ARCBR authority or any other authority under law. The service provider will obtain a license under the contract Labour (R&A) Act, 1970 and produce a copy of the same to ARCBR authority. In case, the previous month’s challan pertain to ESI and EPF do not accompany the bill as a documentary proof, a requisite portion of amount shall be held up till such proof is produced.
16. In case the service provider fails to comply with statutory obligation under any Labour Laws, and the ARCBR is put to any obligation, monetary or otherwise, the ARCBR will be entitled to get itself re-imbrued out of the bill or the security deposit of the service provider or otherwise, to the extent of the obligation in monetary terms.
17. The ARCBR shall not be responsible financially or otherwise for any injury death to the any person in the course of their performing the duties. In case, compensation is awarded by the Court of Law, it shall be the responsibility of the service provider.
18. The service provider shall not be permitted to transfer or assign his rights and obligations under this contract to any other person or organisation.
19. Time shall be the essence of the contact and the duration of this contact shall be for a period of twelve months from 1<sup>st</sup> July, 2015. The terms shall be extendable for further period after judging the performance of the service provider, as per terms and conditions specified in this document except in the event of earlier termination under these terms. The contract shall automatically expire on 30th June, 2016 unless extended further by mutual consent of the parties.

20. Director has absolute right to terminate the contract at any time before the due date of expiry specified in clause hereinabove, without assigning any reason by giving one month's notice in advance to the service provider in writing or by making equivalent payment thereof.
21. In the event of the service provider desiring an earlier termination of the contract, he shall have to give three months advance notice to the Director.
22. The service provider is bounded by the details and documents as furnished by him to the ARCBR while submitting the tender or at any other time. In case any of the details of such documents furnished by him is found to be false at any stage this would be deemed to be a breach of the terms of contract making him liable for action under clause of 23 hereof.
23. In case of breach of any of the terms of agreement, Director reserves the right to terminate this contract and the service provider shall be liable for penalty for an amount which will be worked out by the ARCBR authority. The service provider will also be black listed.
24. It should be ensured that trees, flowers, plants, Bamboo, canes and grassy lawns are not damaged by the workers of the service provider.
25. All personnel employed by the service provider shall be bound to provide full help in extinguishing any fire that breaks out anywhere in the ARCBR campus.
26. In the event of any malpractice on the part of the service provider or his employees, vis-à-vis any ARCBR staff or otherwise, the contract shall be liable to be terminated.
27. Income Tax will be deducted at source as per Income Tax Law and the TDS certificate to this effect shall be issued to the service provider by the ARCBR. The responsibility of paying the Service Tax, if applicable, at the prevailing rate (*Govt. levy*) will be of the service provider. The service provider will produce the proof of payment of the Service Tax (*Govt. levy*) of previous month to ARCBR.
28. The service provider will execute an agreement with the Director, ARCBR on a non judicial stamp paper worth Rs 100/= (*Rupees One Hundred only*) to be provided by the service provider.
29. The service provider if in any manner defaults in the performance or in making good of any losses, damage or expenses or any part thereof, then it shall be lawful for the Institute to recover the loss from running monthly bills towards the liquidation of liability of the service provider in respect of such default.
30. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics,

Government regulation superimposed after the implementation, communication line failure, earthquakes etc.

31. All disputes which may arise between the service provider and Research Centre will be referred to the arbitrator. Arbitrator will be appointed by the Director General, ICFRE.

32. The applicable Arbitration procedure will be as per **Indian Arbitration and Conciliation Act, 1996**.

.....  
Name, Designation and address of the executive of the firm. Director or authorised representative of ARCBR, AIZAWL

**SCOPE AND SCHEDULE OF WORK**

The security staff has to be managed in such a manner that at least two persons are available in the Research Centre at every time i.e. their duties are to be arranged in such a manner for eight hours that at least two security persons are always available in the campus, one at Farmer's Hostel and another at Office Building campus.

The security personnel should perform the patrolling within the ARCBR campus/premises to avoid the pilferage of the various planting material such as bamboo, canes, tree species, orchids etc especially during the early morning hours.

The security personnel shall be ensuring that no unauthorized person enters in ARCBR premise and its property is not damaged.

The security personnel on duty have to be in uniform during duty hours. Uniform allowance @ Rs. 80 (*eighty*) per month will be borne by the Centre.

The principal of 'No- work, No- pay' shall apply in all form of the contract. All the principals of existing Labour Laws shall also equally apply in this contract.

**CATEGORY OF WORKERS:**

- 1. Security personnel or/and
- 2. Ex army personnel

*Note: The maximum age limit for ex army personnel is 50 years. The Security Personnel recruited should submit his Voter Identity card at the time of joining.*



**PAYMENT TERMS.**

(Refer to para (5) of the terms and conditions of the contract).

**SUBMISSION OF BILL:**

The Service Provider will submit bill in triplicate on completion of each month, which shall be duly verified by the ARCBR authorities on the basis of the works performed. The payment is subject to TDS as per Income Tax Rules / Laws. The RFRI shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract as per the agreement. The copy of deposited challans of EPF/ESI should be enclosed along with the bills.

No claim on account of sales tax, service tax, VAT, work contract tax or other taxes and duties presently in force for the material used for execution of the work awarded under the contract, will be entertained and all such taxes and duties shall be borne by the Service Provider himself.

**INDEMNITY.**

The agency shall indemnify and shall keep this Office indemnified against all acts of omission or commissions.

Service Providers are required to furnish following information along with the completed tender.

1. Name of the Tenderer:
2. a. Postal Address:  
b. Name of the contact Person (s) with address:
3. a. Place of Headquarters of the Tenderer:  
b. Local Branch Office Address:  
c. Date of Establishment:
4. Sample Signature of the Bidder.

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**Signatures.**  
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**(FINANCIAL BID)**

**We quote the following rates for providing the services:**

Sr. No	Particular of works	Number	Rate per person per month				Total monthly Billing Amount
			Wages	EPF	ESI	Total	
1.	Security (Ex-Serviceman)	06					
<b>Total</b>							
Service/Administrative Charges (%)							
Service Tax (%)							
Other taxes if any (%)							
<b>Grand Total</b>							

Total annual contractual amount: Rupees

(Signature of the Bidder)

**Note:**

1. The wages rate may change in future as per Government Order since Minimum wages are subjected to increase.
2. Rate quoted per person per month should be inclusive of all statutory requirement as per the Minimum Wages Act of 1948 and in accordance with statutory provisions and requirements laid down by all labour Acts applicable or any other statutory requirement in force at the applicable time.

The deployment of workers by the service provider will be as furnished below-

Sl. No.	Category	No. of personnel	Duty hours/shift at ARCBR.
1.	Security (Ex-service man)	6	Eight hours /as directed by authority
<b>TOTAL</b>		<b>6</b>	

- Note: a) Timing & shifts will be in accordance with labour laws prevailing.
- b) Estimated manpower requirement may be changed, if needed.

**AGREEMENT FOR PROVIDING SERVICE.**  
**(On Non judicial stamp paper)**

Articles of agreement made and entered into this day.....' 2015 between the Director, ARCBR, hereinafter called the DIRECTOR, throughout these presents, and M/S.....(Name of service provider having its Office at.....(address of service provider) through Mr.....(name of Executive), hereinafter throughout these presents called the Service Provider, which term shall include his heirs, executors, administrators and permitted assignees.

Whereas the contractor has contracted with the Director, for and on behalf of the Advanced Research Centre for Bamboo and Rattan, (hereinafter called the ARCBR) in respect of providing up keeping services to the RFRI for a period initially for 12 months from \_\_\_\_\_ date extendable for another 06 months after judging the performance, administrators and permitted assignees.

Now these present witness that in pursuance of the said contract hereby agreed and declared by and between the said parties to these present in the following manner:-

That the contractor shall, well and truly, execute/perform the works contracted to be performed by him hereunder, to the satisfaction of the Director.

That, if the contractor in any manner, defaults in the performance these present or in making good any losses, damage or expenses hereinafter mentioned or any part thereof, then it shall be lawful for the Director to forfeit or dispose of the said security deposit in and towards liquidation of the liability of the contractor in respect of such default.

Further, in case the ARCBR is put to any monetary loss or liability as a result of any act of omission or commission on the part of the contractor or any of the personal deployed by him, the ARCBR shall have the right to get reimbursed to the extent of the liability or loss out of Bill and/security Deposit of the contractor or otherwise after a joint enquiry fixing the responsibility thereof.

That this agreement shall be deemed to be an Agreement between Principal employer & contractor.

**IN WITNESS WHEREOF** the contractor and the Director, ARCBR, acting in the premises as aforesaid have set their respective hands and seals the day, month and year first above written in the presence of:-

Director or authorised representative.

**ARCBR, AIZAWL**

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**WITNESS:**

1. Signature  
Name (full)  
Permanent address

2. Signature  
Name (full)  
Permanent Address:

Signed by Mr..... (Executive of the firm), M/S..... Name  
of service provider), at..... (Place) on the day, month and year written  
above in the presence of

(\_\_\_\_\_)  
Name and address of service provider

**WITNESS:**

1. Signature  
Name(full)  
Permanent Address

2. Signature  
Name(full)  
Permanent Address

**APPLICATION FOR REGISTRATION OF ESTABLISHMENTS EMPLOYING  
CONTRACT LABOUR:**

1. Name and location of the establishment :
2. Postal address of the establishment :
3. Full name and address of the Principal Employer :  
(furnish father's name in the case of individuals)
4. Full name and address of the Manager or person :  
responsible for the supervision and control of the  
establishment.
5. Nature of work carried on the establishment :
6. Particulars of contractors and contract labour :
  - (a) Name and address of the contractor :
  - (b) Nature of work in which contract labour to be :  
employed or is to be employed
  - (c) Maximum number of contract labour to be :  
employed on any day through each contractor.
  - (d) Estimated date of commencement of each :  
contract work under each contractor.
  - (e) Estimated date of termination of employment :  
of contract labour under each contractor.
  - (f) Particular of demand draft enclosed (Name of :  
Union Bank, amount, demand draft No. and date)

I hereby declare that the particulars given above are true to the best of my knowledge and belief.

Principal employer  
seal and stamp.

**FORM – V**

**FORM OF CERTIFICATE BY PRINCIPAL EMPLOYER**

Certified that I have engaged the applicant (*name of the contraction*) as a contractor in my establishment. I undertake to be bound by all the provisions of the Contract Labour (*Regulation and Abolition*) Act, 1970 and the Contract Labour (*Regulation and Abolition*) Central Rules, 1971, in so far as the provisions are applicable to me in respect to the employment of contract labour by the application in my establishment.

Place.....

Date.....

Signature of Principle Employer  
Name and address of Establishment.

**FORM – VIB**

**NOTICE OF COMMENCEMENT/COMPLETION OF CONTRACT WORK**

1. Name of the principal Employer and address.....
2. No. and date of Certificate of registration.....
3. I/We hereby intimate that the contract work (Name of work) given to (Name and address of the Service provider) having licence No..... dated..... has been commenced/completed with effect (date)/on (date).

To,

Signature of the Principal Employer

The inspector  
.....

### **Instruction for Filling the Tender Documents**

1. If space for information is found insufficient, a separate sheet may be attached.
2. Tenderers are required to attach certified/attested copies (*Attested by a Gazetted Officer*) of the following certificates/documents along with the tender documents. In case of any doubt arising original copy may be asked for clarification of doubt.
  - a. Registration Certificate, under the relevant rules.
  - b. EPF and ESI Registration Certificate
  - c. Service Tax Certificate
  - d. EPF and ESI Chalan Certificate of latest month along with summary of personnel against whom EPF & ESI have been deposited.
3. All the attached documents submitted with the tender documents should be duly attested/ certified by a Gazetted Officer.
5. All the pages and appendices attached should be numbered and signed by the Tenderer.
6. All entries in this form should be clearly filled. No overwriting is permitted. All cuttings must be initiated by the tenderer.

**END OF DOCUMENT**

**Issued by Director, ARCBR, Aizawl.**