

निविदा दस्तावेज़।
TENDER
DOCUMENT.

2015-2016.



वर्षा वन अनुसंधान संस्थान
RAIN FOREST RESEARCH INSTITUTE
भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद्
*Indian Council of Forestry Research &
Education*
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय,
भारत सरकार
(Ministry of Environment, Forests &
Climate Change Govt. of India)
(An ISO 9001:2008 certified organization)
Post Box No. 136, Deovan, Jorhat- 785001,
Assam.

सेवाओं की खरीद
के लिए निविदा।

TENDER FOR
PROCUREMENT
OF SERVICES.

निविदा मूल्य:- 250.00/-

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

निविदा दस्तावेज़।

TENDER DOCUMENT.

Name of the work: Supply of various category of manpower for the maintenance and upkeep of RFRI, Jorhat, Assam during 2015-16.

1. Cost of tender document: Rs.250.00 non refundable.
 2. Bid Security or EMD- Rs.10,000.00 (Refundable)
 3. Date of sale of tender document: 24/08/15 to 24/09/15.
 4. Last date of submission: 24/09/15 up to 4.00 pm.
 5. Date of opening: 25/09/15 at 10.30 am.
 6. Issue to:
 7. Issue no:
 8. Issue by:
-

Press notice of the Tender.

NOTICE INVITING TENDER

RAIN FOREST RESEARCH INSTITUTE
JORHAT, ASSAM.

Tender no:- **RFRI/Admin/ (Out Sourcing)/2015-16**

Date: 21/08/2015

SEALED Tenders are invited from the authorised and eligible service providers for the supply of manpower for various activities at RFRI. Tender documents with details can be had from the Stores Officer, RFRI, Jorhat on all working days.

1. Date of sale – 24.08.2015 onwards.

Please visit web site: www.icfre.org (under Tender) for details.

Coordinator (Facilities) RFRI, Jorhat Assam.

(RAIN FOREST RESEARCH INSTITUTE)
(Indian Council of Forestry Research & Education)
P O: JORHAT, P BOX – 136. JORHAT, ASSAM.

GENERAL INFORMATION.

Tender is invited for supply of various categories of manpower to the Rain Forest Research Institute, Jorhat, Assam for maintenance and up-keep of office, campus, canteen, powerhouse, pump house, etc.

The cost of the Tender document is Rs.250.00- non refundable. Tender document can be obtained by the eligible **Service Providers** from STORES OFFICER, RFRI on payment of ₹250/- (in cash) with the cashier during office hours. Tender can also be downloaded from www.icfre.org under option Tender. **Tender shall be opened on 25.09.2015. at 10.30 am** in the conference hall. If due to unforeseen events or for other official reasons office remains closed, it shall be opened on the next working day at the same time.

The Bid Security or EMD of the successful service provider will be discharged upon the bidder's accepting the Work Order, and furnishing the Performance Security. Unsuccessful bidder's bid security will be discharged/returned, after finalization of the tender. The Bid Security shall be in the form of original DD, in favor of Director, RFRI from any scheduled bank payable at Jorhat, Assam. The tender documents received without Bid Security will be summarily rejected.

The tender documents downloaded should be submitted with tender fee in the form of an original Demand Draft of ₹ 250.00 drawn in favour of Director, RFRI from any Scheduled bank payable at Jorhat, Assam. The downloaded tender documents received without Tender fee will be summarily rejected.

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

Coordinator (Facilities.),
RFRI, Jorhat.

QUALIFICATION CRITERIA FOR THE BIDDERS.

1. License under contract Labour (R&A) Act
2. EPF registration
3. Latest challan of deposit of EPF and EDLI.
4. PAN card copy
5. Proof of previous experience in supply of workers.
6. Proof of address in Assam

Terms and Conditions governing this contract:

1. **Period of Contract:** The contract will be initially for a period of one year which may be extended further with mutual consent.
2. **Bid Security or Earnest Money Deposit (EMD):** The bid must be accompanied by a Bid Security of Rs. 10,000/- in the form of Demand Draft from any scheduled bank drawn in favour of Director, RFRI, Payable at Jorhat, Assam (Technical Bid). The Bid Security shall be refunded to unsuccessful tenderer, after finalization of the tender.
The bid security or EMD may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity.
 - b) In the case of a successful bidder, if the bidder fails:
 - i) to accept the Work Order .
 - ii) to furnish Performance Security.
3. **Performance security:** Rs.25000/- (equivalent to 5% of the monthly value of the contract) Within 15 days of the receipt of the Work Order from the RFRI, the successful bidder shall furnish the Performance Security from any scheduled bank Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt or a Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchaser interest in all respects. **The Performance Security shall be valid for the period of contract (one year) and two months and shall be released after the successful completion of the contract** not later than 3 months from the date of expiration of the Service Provider's entire obligations, under the CONTRACT.
4. That the successful tenderer hereinafter called as the **service provider** shall perform the works awarded to him hereunder, to the satisfaction of the institute.
5. The service provider shall seek instructions from the Director, RFRI, or any other officer authorised by the Director, RFRI, for the purpose, hereinafter referred to as the RFRI authority.
6. This contract shall not be deemed an asset of the Service Provider in any form. No legal proceedings to enforce any claim and no suit arising out of this contract shall be instituted except in a court of competent jurisdiction over Jorhat.
7. 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 rates payable to the service provider will be as per the Minimum Wages Act, 1948 and will be based on the current rates applicable to the central government organisation as notified by authority Under the Minimum Wages Act, 1948.** The Highly skilled, skilled, semi skilled

and unskilled will have the meaning as mentioned in the Minimum wages Act, 1948. **Director reserves the right to notify certain category of works which are not notified in the schedule of works.** In case of revision of minimum wages by the competent authority, as also the employer's contribution towards EPF and EDLI, the pro-rata increase in the rate will be acceptable to the RFRI 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 RFRI authority. The number of workers required as indicated is the maximum requirement and can vary subject to the actual requirement. The service provider will also ensure that the workmen engaged by him get the wages/salaries for the previous month on or before the 7th day of the subsequent month, through Union Bank of India, Branch Jorhat.

8. The RFRI authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration of 8(eight) hours with half an hour lunch break. Director, RFRI reserves the right to notify the working days separately if situation warrant.
9. **The principle of “No work-No pay” shall be followed while making payment of wages to the personnel deployed by him.**
10. The service provider shall not replace the workers at random. This shall be done with the prior knowledge of the RFRI authority.
11. No leave of any kind to the workers shall be sanctioned by the RFRI authority. The service provider shall be liable to make substitute arrangements in case of leave or any person leaving the job.
12. **The RFRI authority reserves the right to change the deployment of workers. The RFRI also reserves the right to ask for replacement of particular worker or other categories of personnel deployed by the service provider.**
13. **The personnel deployed by the service provider shall be bound to observe all the instructions issued by RFRI authority concerning general discipline and behaviour.**
14. That for all intents and purpose the service provider will be “Employer” within the meaning of all labour legislations in respect of the workmen so deployed by him.
15. The service provider shall be responsible for recruitment of the personnel for the purpose of this contract.
16. 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.
17. The service provider will be responsible and liable for the implementation of all the statutory provisions in respect of minimum wages, Employees' Provident Funds, Employees' Deposit Linked Insurance, 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 RFRI 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 RFRI authority. In case, the previous month's challan pertaining to EDLI 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.

18. In case the service provider fails to comply with statutory obligation under any Labour Laws, and the RFRI is put to any obligation, monetary or otherwise, the RFRI will be entitled to get itself reimbursed out of the bill or the Performance Security of the service provider or otherwise, to the extent of the obligation in monetary terms.
19. The RFRI 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, to pay the same.
20. The service provider shall not be permitted to transfer or assign his rights and obligations under this contract to any other person or organisation.
21. The duration of this contract shall be for a period of twelve months from the date of signing the Agreement. 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 completion of 12 months unless extended further by mutual consent of the parties.
22. 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.
23. 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.
24. The service provider is bound by the details and documents furnished by him to the RFRI 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.
25. In case of breach of any of the terms of this 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 RFRI authority. The service provider will also be black listed.
26. It should be ensured that trees, flowers, plants and grassy lawns are not damaged by the workers of the service provider.
27. All workmen employed by the service provider shall be bound to provide full help in extinguishing any fire that breaks out anywhere in the RFRI campus.
28. In the event of any malpractice on the part of the service provider or his employees, vis-à-vis any RFRI staff or otherwise, the contract shall be liable to be terminated.

29. 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 RFRI. 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 RFRI.
30. The service provider will execute an agreement with the Director, RFRI on a non judicial stamp paper worth Rs 100/- (Rupees One Hundred only) to be provided by the service provider.
31. 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.
32. 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.
33. All disputes which may arise between the service provider and Institute will be referred to the arbitrator. Arbitrator will be appointed by the Director General, ICFRE.
34. The applicable Arbitration procedure will be as per **Indian Arbitration and Conciliation Act, 1996**.

SCOPE AND SCHEDULE OF WORK.

The workers have to report for duty at 0900 hrs on every day except on Sundays and three national holidays (with wages) before the concerned officials of the RFRI authority or as directed. However, Director, RFRI reserves the right to notify the working days separately if situation warrants. The works include driving of govt. vehicles, working in the field for campus maintenance, research field, nursery, laboratory, water line, electrical line, light machine works or as directed from time to time. The working hours shall be from 0900 to 1730 hr with break from 1300 to 1330 hours for lunch. **The principle of 'No- work, No- pay' shall apply to the contract.** All the existing Labour Laws shall also apply to this contract.

CATEGORY OF WORKERS:

1. Drivers- must possess valid driving licence and have sufficient experience in driving all categories of vehicles.
2. Plumber & Electrician-ITI certificate holders having similar job experience.
3. Handy man- preference will be given to persons having similar experience and/or driving licence.
4. The schedule of works mentioned below is as per the latest notification issued by Regional Labour Commissioner (Central), Guwahati. Authority may categorise special works for which payment will be made as per rules or schedule of works.

Sl. no.	Nature of works.	Manpower	Schedule & category of work.
1.	Driving of govt. vehicles- (Valid license holders)	05	Schedule: III –Highly Skilled
2.	Plumber (Water pump operator cum plumber cum distribution supervisor) & electrician- (ITI certificate holders only.)	02	Schedule: III –Highly Skilled.
3.	Helper to Plumber & Electrician. (Having experience only)	03	Schedule: III –Semi Skilled
4.	General Maint(sewerage, cleaning etc)	04	Schedule: III –Semi Skilled
5.	Computer cum office assistant.	01	Schedule: I -Skilled.
6.	Handyman. (Having experience only)	02	Schedule: I –Skilled
7.	Nursery, general maintenance, botanical garden.	16	Schedule: I –Skilled 4Nos. Schedule: I –SemiSkilled 12 Nos.
8.			
9.	Cook cum canteen attendant	01	Schedule: I –Un skilled
10.	Un skill works.	05	Schedule: I –Un skilled
11.	Maintenance workers for Bamboo composite centre.	02	Schedule: I –Skilled.
12.	Watch and Ward (without arms)	01	Schedule: VI
13.	Sweeping and cleaning	02	Schedule: V
	Total manpower	44	

SUBMISSION OF BILL:

The Service Provider will submit bill in triplicate on completion of each month, which shall be duly verified by the RFRI authorities on the basis of the number of manpower supplied and 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/EDLI 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 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

(FINANCIAL BID)

We quote the following rates for providing the services:

Sr. No	Particular of works	Number	Wages/day (Rs.)	Service Charge (%)
1	Drivers	5	385	% of the wages *
2	Plumber & Electrician (ITI).	2	385	
3	Computer & office assistant.	1	227	
4	Semi Skilled workers: Schedule III	7	272	
5	Skilled workers:Schedule I	4	227	
6	Handymen	2	227	
7	Semi skilled workers Schedule I	12	209	
8	Sweeping works.	2	233	
9	Watch & ward (without arms)	1	272	
10	Workmen for Bamboo Composite Centre: Skilled: schedule-I	2	227	
11	Unskilled worker: Schedule I	5	204	
12	Cook cum canteen attendant Schedule I	1	209	
	Total	44		

(Signature of the Bidder)
(SEAL)

The following documents are enclosed:-

1. License under contract Labour (R&A) Act
2. EPF registration
3. Latest challan of deposit of EPF and EDLI.
4. PAN card copy
5. Proof of previous experience in supply of worker.
6. Proof of address of Assam.

*Note: - The bidder has to quote only the service charges. All other payments are of statutory nature and shall be paid according to the prevailing rules.

(END OF DOCUMENT)