निविदा दस्तावेज

TENDER DOCUMENT

2016-17



CENTRE FOR FOREST-BASED LIVELIHOODS & EXTENSION वन आधारित आजीविका एवं विस्तार केन्द्र

SHAL BAGAN FOREST CAMPUS, PO – GANDHIGRAM,
AGARTALA - 799012, TRIPURA
Phone – 0381 2397097, Email – rd cfle@icfre.org

A unit of Rain Forest Research Institute, Jorhat (Assam)

Indian Council of Forestry Research & Education (भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद)

An autonomous organization under the MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE GOVT. OF INDIA

निविदा मूल्य: रु. 250.00

COST OF TENDER DOCUMENT:

Rs. 250.00/- (NON-REFUNDABLE & NON-TRANSFERABLE) जन शक्ति की आउटसोर्सिंग के लिए निविदा।

TENDER FOR OUTSOURCING OF MANPOWER No: I-10/CFLE/Estt/Admin/Tender/2016-17-25

Date: 16.05.2016

TENDER DOCUMENT

Name of the work: Supply of various manpower for the up-keepment of CFLE, Agartala, Tripura during 2016-2017.

1. Cost of tender document:

Rs 250/-(non-refundable)

2. Security Deposit:

Rs 10,000/-(refundable)

3. Date of sale of tender document:

16.05.2016 onwards

4. Last date of submission:

07.06.2016 up to 5.30 PM

5. Date of opening:

08.06.2016 11.30 AM

6. Issue to:

7. Issue no:

8. Issue by:

Press Notice of the Tender

NOTICE INVITING TENDER

CENTRE FOR FOREST-BASED LIVELIHOODS AND EXTENSION AGARTALA, TRIPURA

A unit of Rain Forest Research Institute, Jorhat (Assam)
Tender no: - I-10/CFLE/Estt/Admin/Tender/2016-17

Date: 16.05.2016

SEALED Tenders are invited from the authorised and eligible service providers for the supply of manpower for various activities at CFLE. Tender documents with details can be obtained from the office of CFLE. Agartala on all working days.

1. Date of sale - 16.05.2016 onwards.

Please visit website: www.icfre.org (under option Tender)

Regional Director, CFLE, Shal Bagan, Gandhigram, Agartala Ph No- 0381-2397097



CENTRE FOR FOREST-BASED LIVELIHOODS & EXTENSION वन आधारित आजीविका एवं विस्तार केन्द्र

SHAL BAGAN FOREST CAMPUS, PO – GANDHIGRAM, AGARTALA - 799012, TRIPURA

Phone – 0381 2397097, Email – rd_cfle@icfre.org

A unit of Rain Forest Research Institute, Jorhat (Assam)

GENERAL INFORMATION

Tender is invited for supply of various categories of workers in Centre for Forest-based Livelihoods & Extension, Agartala, Tripura for maintenance and up-keep of office, campus, nursery and driving office vehicle.

The cost of tender document is Rs. 250.00 – non-refundable. Tender document can be obtained by the eligible <u>Service Providers</u> from the DDO CFLE on payment of Rs. 250.00 (in cash) with the DDO during office hours. Tender can also be down loaded from <u>www.icfre.org</u> under option tender. <u>Tender shall be opened on 08.06.2016 at 11.30AM</u> 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 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 CFLE from any schedule Bank payable at Agartala, Tripura. Tender documents received without bid security will be summarily rejected.

The tender documents downloaded should be submitted with the Tender fee in the form of an original Demand Draft of Rs. 250.00 drawn in favor of Regional Director, CFLE from any Scheduled banks payable at Agartala, Tripura. The tender documents received without DD will be summarily rejected.

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

Regional Director CFLE, Gandhigram, Agartala, Tripura

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 worker.
- 6. Proof of address in Tripura.

Terms and Conditions governing this contract:

- Period of Contract: The contract will be initially for a period of one year which may be extended further with mutual consent.
- Bid Security or Earnest Money Deposit (EMID): The bid must be accompanied by a Bid Security of Rs. 10000/- in the form of Demand Draft from any scheduled band drawn in favour of CFLE Payable at Agartala, Tripura (Technical Bid). The Bid Security shall be refunded to unsuccessful tenderer, after finalization of the tender.

The bid security of EMD may be forfeited:

- a) If a bidder withdraws his bid during the periods 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.2500/-(equivalent to 5% of the monthly value of the contract) Within 15 days of the receipt of the Work Order form the CFLE, 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 in favour of Regional Director, CFLE payable at Agartala. 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 Providers' entire obligations, under the CONTRACT.
- 4. That the successful bidder hereinafter called as the **Service Provider** shall perform the works awarded to him hereunder to the satisfaction of the Centre.
- The Service Provider shall seek instructions from the Regional Director, CFLE, or any other officer authorised by the Regional Director, CFLE, for the purpose, hereinafter referred to as the CFLE authority.
- 6. This contract shall not be deemed as 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 authority having jurisdiction over Agartala Tripura.
- 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 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. Regional Director, CFLE reserves the right to notify certain category of works which are not notified in the schedule of works notified by different competent authorities. 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 CFLE 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 CFLE authority. The number of workers required can vary subject to the 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 LN Bari Branch Agartala.

- The CFLE authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration of 8(eight) hours excluding rest intervals. <u>Regional Director</u>, <u>CFLE reserves the right to notify</u> the working days separately if situation warrants.
- The principle of "No work-No pay" shall be followed while making payment wages /salaries to the personnel deployed by him.
- The Service Provider shall not replace the workers at random. This shall be done with the prior knowledge of the CFLE authority.
- 11. No leave of any kind to the workers shall be sanctioned by the CFLE authority. The Service Provider shall be liable to make substitute arrangements in case of leave or leaving the job.
- 12. The CFLE authority reserves the right to change the deployment of workers. The CFLE also reserves the right task 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 CFLE authority concerning general discipline and behaviour.
- 14. That for all intents and purpose the Service Provider will be "Employer" within the meaning of all the labour legislations in respect of the workmen so deployed by him.
- The Service Provider shall be responsible for recruitment of the personnel for the purpose of this contract.
- 16. In case the worker/ workers deployed by the Service Provider commit/commits any act of omission or commission constituting any 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.
- 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' 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 CFLE 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 CFLE 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.
- 18. In case the Service Provider fails to comply with statutory obligation under any Labour Laws, and the CFLE is put to any obligation, monetary or otherwise, the CFLE will be entitled to get itself reimbursed out of the bill or the security deposit of the Service Provider or otherwise, to the extent of the obligation in monetary terms.
- 19. The CFLE 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 execute the order in full.
- 20. The Service Provider shall not be permitted to transfer or assign his rights and obligations under this contract to another person or organisation.
- 21. The duration of this contact 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. The contract shall automatically expire on completion of 12 months unless extended further by mutual consent of the parties.

- 22. Regional 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 but 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 Regional Director.
- 24. The Service Provider is bounded by the details and documents as furnished by him to the CFLE while submitting the expression of interest 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, Regional Director reserves the right to terminate this contract and the Service Provider <u>shall be liable for penalty</u> for an amount which will be worked out by the CFLE authority. The Service Provider will also be black listed.
- 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 CFLE campus.
- 28. In the event of any malpractice on the part of the Service Provider or his employees, vis-à-vis any CFLE 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 CFLE. 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 CFLE.
- 30. The Service Provider will execute an agreement with Regional Director, CFLE on a non-judicial stamp paper worth Rs100/- (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.
- 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 concern officials of the CFLE authority or as directed. However, Regional Director, CFLE 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 in all form of the contract. All the principle of existing Labour Laws shall also equally apply in this contract.

CATEGORY OF WORKS:

- 1. Drivers- must possess valid driving license and has sufficient experience in driving all categories of vehicles.
- The schedule of works mentioned below refers to latest notification issued by RLC, Guwahati, Central sphere and its State Office at Agartala in Tripura. Authority may categorize special works for which payment will be made as per rules or schedule of works.

SCOPE AND SCHEDULE OF WORK.

Sl. No.	Nature of works	Manpower	Schedule & category of work
1.	Driving of Govt. vehicle - (Valid license holders)	01	Schedule: III (a) Semi Skilled Schedule: I Skilled Schedule VI
2.	Nursery - General maintenance		
3.	Watch and Ward (without arm)		
4.	Sweeping and cleaning	01	Schedule V
	Total manpower	04	

SUBMISSION OF BILLS

The Service Provider will submit bill in triplicate on completion of each month, which shall be duly verified by the CFLE 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 CFLE 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.

(FINANCIAL BID)

We quote the following fates for providing the services:

Sr. No.	Particular of works	Number	Wages/day (Basic + VDA)	Service
	Works		(Rs.) (as per revised rates notified on April, 2016)	Charge (%)
1.	Driver**	01	288	
2.	Nursery Labour	01	235	-
3.	Watch and Ward	01	288	% of the wages*
4.	Sweeping and cleaning	01	246	- N
	Total	04	,	-

^{**} The wage rate mentioned is for duty within the headquarters of the Centre. While on tour to outstation they will be reimbursed actual expenditure on food and loading subject to the limit prescribed for government for the lowestgrade pay.

(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 CFLE.

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

(END OF DOCUMENT)