

निविदा दस्तावेज़।
TENDER
DOCUMENT.

2014-2015.



वर्षा वन अनुसंधान संस्थान
RAIN FOREST RESEARCH INSTITUTE
भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद्
Indian Council of Forestry Research & Education
पर्यावरण एवं वन मंत्रालय, भारत सरकार
(Ministry of Environment & Forests, Govt. of India)
Post Box No. 136, Deovan, Jorhat- 785001, Assam.
Phone : 0376-2305116/242.

(An ISO 9001:2008 certified organization)

निविदा मूल्य:- 250-00/-

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

जन शक्ति की
आउटसोर्सिंग के
लिए निविदा।

TENDER FOR
OUT
SOURCING OF
MAN POWER.

নিবিদা দস্তাবেজ।

TENDER DOCUMENT.

Name of the work: Supply of various category of manpower for the up-keepment of RFRI, Jorhat, Assam during 2014-15.

- | | |
|-------------------------------------|-----------------------------------|
| 1. Cost of tender document: | 250.00 non refundable. |
| 2. Security Deposit- | Rs.2000.00 (Refundable) |
| 3. Date of sale of tender document: | 10/04/14 to 05/05/14 up to 12noon |
| 4. Last date of submission: | 05/05/14 up to 4.00 pm. |
| 5. Date of opening: | 07/05/2014 at 10.30am. |
| 6. Issue to: | |
| 7. Issue no: | |
| 8. Issue by: | |

Press notice of the Tender.

NOTICE INVITING TENDER
RAIN FOREST RESEARCH INSTITUTE
JORHAT, ASSAM.
Re-Tender no:- **RFRI/Admin/ (Out Sourcing)/2014-15**
Date: 09/04/14
SEALED Tender is invited from the authorised and eligible firms for the supply of various categories of manpower for various activities at RFRI. Tender documents with detail can be had from the Store Officer, RFRI, Jorhat on all working days.
Date of sale - From 10/04/14 to 05/05/14.
Cost of document: Rs. 250.00
Please visit web site: www.icfre.org (under Tender) for details.
Published on behalf of Director, RFRI by:-
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 workers in Rain Forest Research Institute, Jorhat, Assam for office, canteen and for other various up-keepment activities.

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

The cost of the Tender document is Rs. 250.00- non refundable.

Tender document can be obtained by the eligible Service Providers from STORE OFFICER, RFRI on payment of Rs. 250/- (in cash) with the cashier during office hour. Tender can also be down loaded from www.icfre.org under option tender.

The Security Deposit of Rs. Two thousand only (Rs. 2000.00) of the successful service provider will be held back for a period of 12 months from the day of compliance of the contract.

The security deposit shall be accompanied in the form of original DD, in favour of Director, RFRI from any commercial bank payable at Jorhat, Assam along with the tender document while submitting the same. The tender documents received without DD will be summarily rejected.

The tender documents down loaded should be accompanied with an original Demand Draft of Rs. 250.00 towards the cost of tender document and drawn in favor of Director, RFRI from any commercial bank payable at Jorhat, Assam. The tender documents received without DD will be summarily rejected.

Tender shall be opened on 07/05/14 at 10.30 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.

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

Coordinator (Facilities)
RFRI, Jorhat.

QUALIFICATION CRITERIA FOR THE BIDDERS.

1. Service Provider's Registration certificate issued by a competent authority under relevant rules of GoI and should be valid for a period of 18 months from the date of sale of document.
2. Service provider must have a valid license for a period of 18 months from the date of sale of document for at least 50 workers issued by a competent authority under relevant rules of GoI
3. EPF and ESI Registration certificate.
4. Service provider should have provided similar services to at least one client in the past two years. Documentary evidence to be provided.
5. Service Provider having its own Head Office/Branch Office in Assam should only apply. Documentary evidence to be provided.
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 Annexure duly filled as specified in the tender document.

The Technical bid envelope which will contain the details given under eligibility criteria above 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 documents. The original DD for SD should also be enclosed in the technical bid.

The Financial bid envelope shall be filled up in the format given at page 10. The envelope must be super scribed as FINANCIAL BID and the original tender document should be submitted.

Coordinator (Facilities)
RFRI, Jorhat

Terms and Conditions governing this contract:

1. An agreement will be entered into with the successful tenderer which shall be deemed to be an agreement between Rain Forest Research Institute (RFRI) and Service provider.
2. That the successful tenderer hereinafter called as the **service provider** shall perform the works awarded to him hereunder to the satisfaction of the institute.
3. 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.
4. 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 suite arising out of this contract shall be instituted except in a court of competent authority having jurisdiction over Jorhat district.
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 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. Director 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 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 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 Branch Jorhat.
6. Given the nature of works in the research projects, extensive touring is conducted by research officials. The workers may have to travel with the officials when asked for and in such cases those will be performing official journeys shall be paid necessary allowances as per existing rules.
7. The service provider or any RFRI authority or in collusion of both the parties, no worker should be paid wages falsely i.e. during his/her absence period. In case of notice of such misrepresentation of facts, both the parties shall be penalised as per the existing rules and Laws.

8. Any breach or deviation or receipt of complaints from any workmen or persons in the matter of payment of wages shall be enquired into and if found correct, the contract shall be terminated declaring the service provider as Black listed and forfeiting the SD amount apart from dealing with legal Acts.
9. The RFRI authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration of 8(eight) hours without rest intervals. Director, RFRI reserves the right to notify the working days separately if situation warrant.
10. The principal of “No work-No pay” shall be followed while making payment wages /salaries to the personnel deployed by him.
11. The service provider shall not replace the workers at random. This shall be done with the prior knowledge of the RFRI authority.
12. 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 leaving the job.
13. 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.
14. The personnel deployed by the service provider shall be bound to observe all the instructions issued by RFRI authority concerning general discipline and behaviour.
15. That for all intents and purpose the service provider will be “Employer” within the meaning of all labour legislation in respect of the workmen so deployed by him.
16. The service provider shall be responsible for recruitment of the personnel for the purpose of this contract.
17. In case the workers deployed by the service provider commit/commits any act of omission or commission constituting their/his/her 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.
18. 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 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 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.
19. 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 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.
- 20. 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 execute the order in full.**
21. The service provider shall not be permitted to transfer or assign his rights and obligations under this contract to any other person or organisation.
22. Time shall be the essence of the contact and the duration of this contact shall be for a period of twelve months from 1st June, 2014. The tenure 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 30th May, 2015 unless extended further by mutual consent of the parties.
23. 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.

24. 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. In the case of short notice the SD amount will be forfeited.
25. The service provider is bounded by the details and documents as 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 under clause 24 hereof.
26. 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.
27. It should be ensured that trees, flowers, plants and grassy lawns are not damaged by the workers of the service provider.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. Bids received after the stipulated date and time shall not be considered and summarily rejected. The RFRI will not be responsible for any postal delay or any act (s) beyond the control of the officials of the Institute. Director reserves the right to retender the whole process without assigning any reasons to bidders in the interest of Institution.
34. 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.
35. 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.
36. The applicable Arbitration procedure will be as per **Indian Arbitration and Conciliation Act, 1996**.

AGREEMENT

We the M/s.....affirm and agree to abide by the terms and conditions of this tender in true spirit till the complete tenure of the contract.

(If received without signature, tender will be rejected)

Signature & Seal of the tenderer.

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 RFRI authority or as directed. However, Director, RFRI reserves the right to notify the working days separately if situation warrant. 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 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 WORKS:

1. Drivers- must possess valid driving licence and has 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 refers to latest notification issued by RLC, Guwahati, Central sphere.
5. 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 -Skilled
2.	Plumber (Water pump operator cum plumber cum distribution supervisor) & electrician- (ITI certificate holders only.)	02	Schedule: III -Skilled.
3.	Helper to Plumber & Electrician. (Having experience only)	02	Schedule: III –Semi Skilled
4.	Helper to electrician/plumber. (New recruit)	01	Schedule: III –Un Skilled
5.	Computer cum office assistant.	01	Schedule: I -Skilled.
6.	Handyman. (Having experience only)	02	Schedule: I –Semi skilled
7.	Nursery, Masonry & cook cum canteen attendant.	06	Schedule: I –Semi skilled
8.	Unskill works.	21	Schedule: I –Un skilled
9.	Maintenance workers for BCC	02	Schedule: I –Semi Skilled.
10.	Watch and Ward (without arm)	01	Schedule: VI
11.	Sweeping and cleaning	03	Schedule: V
	Total manpower	46	

PAYMENT TERMS

(Refer to clause (5) of the terms and conditions of the contract)

SUBMISSION OF BILLS

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/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 and all employees 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.

Signatures

(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.	Drivers	05					
2.	Plumber & Electrician (ITI).	02					
3.	Computer & office assistant.	01					
4.	Semi Skilled workers: Schedule III	02					
5.	Un Skilled workers: Schedule III	01					
6.	Handymen	02					
7.	Semi skilled workers	06					
8.	Sweeping works.	03					
9.	Watch & ward (without arm)	01					
10.	Workmen for BCC: Semi skilled: schedule-I	02					
11.	Unskilled worker: Schedule I	21					
	Total	46					
Total							
Service Charges (%)							
Service Tax (%)							
Other taxes if any (%)							
Grand Total							

Total annual contractual amount: Rupees

(SEAL) (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 **different category of workers** by the service provider is given below-

Sl. No.	Category	No. of workmen	Duty hours/shift at RFRI.
1.	Un skilled workmen	22	09.00 hrs to 17.00 hrs or as directed.
2.	Semi skilled workmen	12	09.00 hrs to 17.00 hrs or as directed
3.	Skilled workmen	08	09.00 hrs to 17.00 hrs or as directed.
4.	Sweeping & cleaning	03	09.00 hrs to 17.00 hrs or as directed
5.	Watch & ward	01	09.00 hrs to 17.00 hrs or as directed.
	Total	46	

Note: a) Timing & shifts will be in accordance with labour laws prevailing.

b) Estimated manpower requirement may be changed, if needed.

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 out by 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 contractor) as a contractor in my establishment w.e.f..... 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 in the financial bid found insufficient, a separate sheet may be attached duly signed.
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 of the firm under the relevant rules.
 - b. Labour licence.
 - c. EPF and ESI Registration Certificate
 - d. Service Tax Certificate, if available.
 - e. EPF and ESI Chalan Certificate of latest month along with summary of workmen against whom EPF & ESI have been deposited.
3. All the documents submitted with this tender 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 on behalf of Director, RFRI, Jorhat by Coordinator (Facilities), RFRI, Jorhat.