

TENDER DOCUMENT

2020-2021



**FOREST 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, Forest & Climate Change,
Govt. of India)*

(An ISO 9001:2008 certified organization)

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

**TENDER FOR
PROCUREMENT
OF SERVICES**

**COST OF TENDER
DOCUMENT: 500.00
(NON-REFUNDABLE &
NON-TRANSFERABLE)**

TENDER DOCUMENT.

Name of the work: Supply of various categories of manpower for the maintenance and upkeep of FRCBR, Aizawl, Mizoram during 2020-21.

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1. Cost of tender document : Rs. 500.00 (*non refundable*)
 2. Bid Security or EMD : Rs. 10,000/- (*refundable*)
 3. Date of sale of tender document : 15.09.2020
 4. Last date of submission : 01.10.2020
 5. Date of opening : 05.10.2020 at 11:00 AM
 6. Issued to :
 7. Issue no :
 8. Issued by: Head, FRCBR, Bethlehem Vengthlang, Aizawl, Mizoram

Press notice of the Tender.

NOTICE INVITING TENDER

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

Tender No.1/3/2020-Ests/FRCBR/Vol-V

Sealed Tender is invited from the authorised and eligible service providers for the supply of manpower for various activities at FRCBR, Bethlehem Vengthlang, Aizawl. Tender documents with detail can be obtained from the Store Officer, FRCBR, Bethlehem Vengthlang, Aizawl on all working days or can be downloaded from www.icfre.org under option tender.

1. Date of sale : 15.09.2020 to 01.10.2020

Head
FRCBR
Email:head_frcbr@icfre.org

FOREST 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 supply of various categories of manpower at Forest Research Centre for Bamboo and Rattan, Bethlehem Vengthlang, Aizawl Mizoram for maintenance and upkeep of office, campus, power house, pump house, guest house, nursery, labs etc.

The cost of the Tender document is Rs. 500.00 non refundable. Tender document can be obtained by the eligible **Service Providers** from STORE OFFICER, FRCBR on payment of ` 500/- (*in cash*) with the cashier during office hour. Tender can also be downloaded from www.icfre.org under option tender. **Tender shall be opened on 05.10.2020 at 11:00 AM** in the Conference Hall, FRCBR. 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 original DD, in favour of Head, FRCBR from any scheduled bank payable at Aizawl, Mizoram. The tender document received without Bid Security will be summarily rejected

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 tender documents down loaded should be submitted with tender fee in the form of an original Demand Draft of ` 500.00 drawn in favor of **Head, FRCBR** from any scheduled banks payable at Aizawl, Mizoram. The tender documents received without DD will be summarily rejected.

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

Head
FRCBR, Aizawl, Mizoram

QUALIFICATION CRITERIA FOR THE BIDDERS.

1. License under Contract Labour (R&A) Act, 1970
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 Mizoram.

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 Head, FRCBR payable at Aizawl, Mizoram (*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 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. 15,000/- (*equivalent to 5% of the monthly value of the contract*) within 15 days of the receipt of the Work Order from the FRCBR, 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 Head, FRCBR, payable at Aizawl. **The Performance Security shall be valid for the period of contract (one year) and two months and shall be released after successful completion of the contract** not later than three 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 Centre.
5. The service provider shall seek instructions from the Head, FRCBR or any other officer authorised by the Head, FRCBR for the purpose, hereinafter referred to as the FRCBR authority

6. 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.
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 as notified by the Government of Mizoram.*** The Skilled Grade – I, Skilled Grade – II, Semiskilled and Unskilled will have the meaning as mentioned in the Notification issued by the Government of Mizoram. ***Head, FRCBR 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 FRCBR 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 working day of the month and submitted for payment to FRCBR authority. The number of workers required as indicated in the maximum requirement can vary subject to actual 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 7th day of the subsequent month through bank transfer.
8. The FRCBR authority shall fix timing of the various duty shifts. A single duty shift will have a normal duration 8(eight) hours with half an hour lunch break. *Head, FRCBR reserves the right to notify the working days separately if situation warrants.*
9. **The principle of “No work-No pay” shall be followed while making payment wages /salaries 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 FRCBR authority.
11. No leave of any kind to the workers shall be sanctioned by the FRCBR authority. The service provider shall be liable to make substitute arrangements in case of leave or leaving the job.
12. **The FRCBR authority reserves the right to change the deployment of workers. The FRCBR 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 FRCBR 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 personnel 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 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 FRCBR 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 FRCBR 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 FRCBR is put to any obligation, monetary or otherwise, the FRCBR will be entitled to get itself re-imbursed 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 FRCBR shall not be responsible financially or otherwise for any injury death to 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.
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 twelve months unless extended further by mutual consent of the parties.
22. Director, RFRI/Head, FRCBR has absolute right to terminate the contract at any time before the due date of expiry specified in clause here in above, 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/she shall have to give three months advance notice to the Head, FRCBR.
24. The service provider is bounded by the details and documents as furnished by him to the FRCBR 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 agreement, Head, FRCBR 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 FRCBR authority. The service provider will also be black listed.
26. It should be ensured that trees, flowers, plants, bamboo, canes and grassy lawns are not damaged by the workers of the service provider.
27. All personnel employed by the service provider shall be bound to provide full help in extinguishing any fire that breaks out anywhere in the FRCBR campus.
28. In the event of any malpractice on the part of the service provider or his employees, vis-à-vis any FRCBR 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 FRCBR. 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 FRCBR.
30. The service provider will execute an agreement with the Head, FRCBR 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 Research Centre 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 09:00 hrs on every day except on Sundays and 3 national holidays (*with wages*) before the concerned officials of the FRCBR authority or as directed. However, Head, FRCBR reserves the right to notify the working days separately if situation warrants. The works include driving of Government vehicles, office assistance and maintenance works, watch and ward, 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 09:00 to 17:30 hr with break from 13:00 to 13:30 hours for lunch. The principle of ‘**No- work, No- pay**’ shall apply to the contract. All the existing Labour Laws shall also apply in this contract. Labour, Employment and Industrial Training Department, Government of Mizoram.

CATEGORY OF WORKERS:

1. Driver must possess valid driving license and have sufficient experience in driving all categories of vehicles.
2. The Schedule of works mentioned below is as per the latest notification issued by Labour, Employment and Industrial Training Department, Government of Mizoram. Authority may categorise special works for which payment will be made as per schedule of works.

S. N.	Nature of Works	Manpower	Schedule & Category of works	Work assigned for Saturday
1.	Driving of govt. vehicles (<i>valid license holders</i>)	01	Skilled – I	Driving of office vehicle for official work
2.	Office Assistant-cum-Clerk	01	Skilled – II	To execute work of campus cleaning with the help of field labour as a supervisor
3.	Lab. Assistant	01	Skilled – I	To execute Tissue culture work in the laboratory
4.	Plumber-cum-Field labour	01	Semi-skilled	To work in the field for cutting of grass/road cleaning and to supply water to residence, Guest house etc.
5.	Farmer Hostel Attendant-cum-cook	01	Semi-skilled	His duty is justifiable and has to be present in Guest house
6.	Chowkidar-cum-Helper	01	Semi-skilled	Cleaning/cutting grass in residential complex
7.	Sweeper-cum-Helper	01	Semi-skilled	Cleaning of laboratories and glassware etc.
8.	Sweeper-cum-Helper (for farmer hostel)	01	Unskilled	Cleaning of guest house and upkeep of indoor and outdoor plants.

9.	Security Guards (<i>watch & ward</i>)	06	Unskilled	Their duties are justifiable as they work 24x7
10.	Field labour	02	Unskilled	Cleaning of grass in the residential complex, office premises, bamboo and rattan trail and at nursery.
	Total Manpower	16		

SUBMISSION OF BILL:

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

(TECHNICAL BID)

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 workers.
6. Proof of address of Mizoram.

(FINANCIAL BID)

We quote the following rates for providing the services:

Sl. No.	Nature of Works	Number	Wages per person/per day**	Service Charge (%)
1.	Driving of govt. vehicles (valid license holders)	01	640.00	% of the wages*
2.	Office Assistant-cum-Clerk	01	520.00	
3.	Lab. Assistant	01	640.00	
4.	Plumber-cum-Field Worker	01	420.00	
5.	Farmer Hostel Attendant cum cook	01	420.00	
6.	Chowkidar-cum-Helper	01	420.00	
7.	Sweeper-cum-Helper	01	420.00	
8.	Sweeper-cum-Helper (for farmers hostel)	01	380.00	
9.	Security Guards (watch & ward)	06	380.00	
10.	Field labour	02	380.00	
	Total Manpower	16		

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.

**The wages rates mentioned are for duty within the headquarters of the research centre. While on tour to outstation, they will be reimbursed actual expenditure on food and lodging subject to the limit prescribed for government servant of the lowest grade pay.

(Signature of the Bidder)
SEAL

(END OF DOCUMENT)