

Two Bid Tender



**Himalayan Forest Research Institute
Conifer Campus, Panthaghati
Shimla-171013**

2021-22

Tender Fee Rs 1000+180(GST)=1180

Notice Inviting e-Tender

**Himalayan Forest Research Institute
Conifer Campus, Panthaghati
Shimla-171013**

Phone 0177-2626778 Fax 01772626779

Web : <http://hfri.icfre.gov.in> Email: po_hfri@icfre.org

Tender number: Estate/Service/1/2021/Rev

- 1. To make available various types of Man Power, two bid tenders are invited on single level system. The offline tender will not be accepted.**
- 2. According to the tender important date sheet given below, the tender document can be downloaded from the H.F.RI's web site <http://hfri.icfre.gov.in> (for reference only) and MOEFCC's website <https://moefcc.euniwizard.com> .**

Sr.No.	Particulars	Date & Time	Place
1	Date of Publication	29-10-2021	HFRI/ICFRE website and MoEFCC website
2	Download of Tender document start date	29-10-2021	MoEFCC website https://moefcc.euniwizard.com
3	Last date of Submission of online Bids	20-11-2021 18:00 Hrs	MoEFCC website https://moefcc.euniwizard.com
4	Date of opening of technical bid (Cover One)	22-11-2021 11:00 Hrs	MoEFCC website https://moefcc.euniwizard.com
5	Date of opening of Financial bid	Notified after technical evaluation	MoEFCC website https://moefcc.euniwizard.com

**Himalayan Forest Research Institute Complex at Shimla and various centers of the
Institute located in Himachal Pradesh, Jammu & Kashmir and UT Ladakh**

**Tenders for taking services of Security Guard / Security -cum-cook / Driver / Sweeper
/ Majdoor / Skilled Clerk etc. on contractual basis.**

**HIMALAYAN FOREST RESEARCH INSTITUTE, SHIMLA
CONIFER CAMPUS, PANTHAGHATI,
SHIMLA 171013; HIMACHAL PRADESH**

(To be filled by Tendering party)

To

Director,
H. F. R. I.
Conifer Campus, Panthaghatti,
Shimla .171013 HP

Subject: Himalayan Forest Research Institute Complex, Shimla and Himachal Pradesh and J & K in different centers of the Institute, in order to take the services of / Security Guard/ Security - cum-cook/ Driver/Sweeper/ Majdoor/ Skilled- Clerk etc. on contractual basis. - Tender thereof

Reference: Your Tender Notice Date

Sir,

We provide our Tender Bid for providing Security Guard/ Security cum-cook/ Driver/Sweeper/ Majdoor/ Skilled-Clerk etc. on contractual basis from 01.09.2021 to 31.08.2022. We will be bind to provide the said services at the scheduled time. I /we have fully understood the terms given in the tender document and checked the contract terms fully. I have understood the nature and nature of the contract, and agree to make it available to the institute in the prescribed time from 01.09.2021 to 31.08.2022

Accordingly, we are enclosing tender fee with the form of bank draft.

Yours faithfully,

Tenderer/ Signature of authorised signatory

Address and telephone number

Himalayan Forest Research Institute, Shimla

Tender form A

1.	Name and address of the tenderer	

2. Specification and Description: Part I

3. Details of tender fees

Amount Rupee ----- Draft / Banker Cheque No -----

Bank Name _____ Date _____

I / we accept the terms and conditions given in the tender form.

Date

Place

Signature of Tenderer with date and seal

Certificate of Turnover of annual financial business

1. It is certified that the company / company name
..... Annual financial turnover
is. Rs.

2. Latest Documents which are certified by the Income Tax Department/ the Authorized Auditor or other
such persons authorized to it.

**Managing Director/Company's Chief Executive/ Authorized Signatory
Signature**

Address and telephone number

INSTRUCTIONS FOR FILLING TENDER DOCUMENTS

If space for information is found insufficient, a separate sheet may be attached. Tenderers are required to attach signed copies 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.

Sr. No.	Particulars	Whether enclosed or not	Page No.
1	Signed and scanned copy of Valid Registration Certificate of Tenderer in PDF Format		
2	Signed and scanned Copy of PAN card in PDF Format		
3	Signed and scanned copy of Income Tax return filed for Previous 3 Years in the PDF Format		
4	Signed and scanned copy of EPF Registration Certificate of the tenderer in PDF Format		
5	Signed and scanned copy of GST Registration of Tenderer in PDF Format \		
6	Documentary evidence and company's balance sheet in support of the claim of execution of similar works in the last five years in PDF format (up to 28-02-2019).		
7	Signed and scanned copy of Tender fees in the PDF Format		
8	PDF Format of EPF and EDLI Challan Certificate of latest month along-with summary.		
9	Under taking of Annual Financial turnover in PDF Format		
10	Signed and scanned copy of the latest telephone/ electricity/ water bill etc. showing address of tenderer in the PDF Format		
11	Signed and scanned copy of GSTN No. in the PDF Format		

- All the attached documents submitted with the tender documents should be signed by the tenderer or his authorized representative
- All the pages and appendices attached should be numbered and signed by the Tenderer.
- All entries in tender form should be clearly filled. No overwriting is permitted. All cuttings must be attested by the Tenderer.
- Monthly wages of different category of workers should be as per current rates laid down by the Govt. of India or State Govt. of H.P. under Minimum Wages Act of 1948 (whichever is higher).
- The Director, Himalayan Forest Research Institute, Shimla reserves the right to reject all or any tender without assigning any reasons, thereof.

Note: Service Charges should be shown in Rupees and not be shown in %age. No bids will be acceptable for zero/nil service charges shown.

PAYMENT TERMS

(Refer to Para (9) of the terms and conditions of the contract)

The contractor will pay the minimum wages as applicable within the meaning of Minimum Wages Act, 1948 for the following who will be treated at par with skilled/ semi-skilled/unskilled as the case may be (e.g.):-

Sr. No.	Designation	Category
i	Security Guards/ Security personnel-cum-cook	Skilled
ii.	Staff for outdoor housekeeping & up keeping	Un-skilled/Semi-skilled specified by HFRI
iii.	Drivers	Semi-Skilled
iv	Sweeper	(Unskilled)
v	Safaiwala	Semi skilled
vi	Clerk	Skilled

Minimum wages Act, 1948 shall be applicable to all security and other categories of personnel deployed at the Institute. The contractor will ensure that he pays minimum wages applicable to all his employees at all times along with statutory obligations like EPF, EDLI, ESI (where applicable) in accordance with the government rules and regulations, in force from time to time and provide uniforms and other day to day requirement of the security guards like torches, cells, sticks etc.

2. UNIFORM: The contractors will bear full responsibility of providing a smart uniform to the security personnel and the staff for outdoor housekeeping and up keeping activities/ services, which require uniform during the duty hours.

The details of uniform to be provided per annum per personnel depending on the requirement of personnel are as follows:

- a) One shirt and trouser
- b) One pair of shoes
- c) One jersey pullover
- d) One jacket
- e) Cap and Belt
- f) Scarf, torch, cell, lathi, ballam, whistle and stationery etc.
- g) Any extra warm clothing required in case of extreme cold of uniform pattern.
- h) Rain Coat

Deployment of Personnel

The deployment of security personnel and other personnel by the contractor will be

Sr. No.	Category	No. of Personnel*	Place of deployment
1.	Security Guard /Security Guard cum Cook (Without arms)	03	Himalayan Forest Research Institute, Conifer campus, Panthaghati, Shimla
2	Semi skilled	01	
3	Safaiwala (Unskilled)	01	
4	Skilled Clerk	02	
5	Driver (Skilled)	03	Headquarter of the driver will be at HFRI, Panthaghati and they are liable to drive the vehicle anywhere in India as and when required.
Regional Research Centres			
i)	Mazdoor (Unskilled)	22	Forest Research Stations-Leh, Jagatsukh (Manali), Tabo, Shillaru, Birplassi (Nalagarh) WHAT-Potter Hill Research Nursery- Nagbani Jammu, Shilly (Solan), Model Nursery Baragaon, Johron, Ponta Sahib, Leh.
ii)	Security guard /Chowkidar	02	Leh,Jammu,Jagatsukh,Potter,Hill

Note: -a) Timings & shifts will be as per requirement in accordance with prevailing labour laws.

b) Estimated manpower requirement may change from time to time depending upon the functional requirement.

Category wise minimum rates of wages payable as per order No. 1/VDA(1)/2020-SL_II dated 08.05.2020 issued by Chief Labour Commissioner ©, Govt. of India, Ministry of Labour & Employment, New Delhi.

Sr. No.	Category	Rates inclusive of weekly holiday (Rs)	Monthly Wages @ daily x 26) (Rs)
1.	Security guard /Security Guard cum Cook without arms	593/-	15418.00
2.	Driver Skilled	593/-	15418.00
3.	Safaiwala Unskilled	420/-	10920.00
4.	Semi skilled	492/-	12792.00
5.	Mazdoor Unskilled	362/-	9412.00
6.	Skilled Clerk	593/-	15418.00

Above rates are inclusive of weekly off.

EPF,EDLI, & GST at present rate

EPF +EDLI = @ 13.36%

GST = @ 18% (As per government of India Notification time to time)

Part I: Proforma for 'Qualifying bid'

1. Name of the Tenderer:_____

2. a Postal address_____

b. Name of the Contact Person(s) with address:_____

(Kindly enclose Company Registration Certificate):_____

c. Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding Tenderer (herein after referred as bidder)._____

3. Other information:

a. Telegraphic address of the Tenderer:_____

b. Telephone No. registered in the name of the Tenderer (Kindly enclose copy of the latest paid bill):_____

c Fax No. of the Tenderer: _____

d E. mail address of the Tenderer:_____

e Website address, if any: _____

4. Sample Signature of the Bidder

Signature

5. a. Place of Headquarters of the Tenderer :_____

b. Local_____Branch Office Address:_____

c. Date of Establishment :_____

6. Date of registration of the Tenderer with Government and Registration No. if any

(Kindly attach a certificate copy the tender document)

7 Profile and detailed set-up of the Tenderer: (Attach also the brochure, booklet etc. of the Company, if available)._____

8. Total No. of regular staff employed by the Tenderer :

Regular Employees	No. of Officer		Non Officers	
	Ex-Serviceman	Civilians	Ex-Serviceman	Civilians
Tenderer Office				
Field Staff				

9. Total No. of regular staff employed by the Tenderer at the _____ Branch Office, if any:

Regular Employees	No. of Officer		Non Officers	
	Ex-Serviceman	Civilians	Ex-Serviceman	Civilians
Tenderer Office				
Field Staff				

10. Name and qualifications (including professional qualifications) and experience of Senior Executives, Advisors and Consultants of the Tenderer.

11. Financial Turnover of the Tenderer for the Past Five Years :

Year	Amount (in lakhs)
2019-2020	
2018-2019	
2017-2018	
2016-2017	
2015-2016	

12. EPF and EDLI Registration Certificate: _____

13. Latest Income Tax Return: _____

15. Service Tax Registration Certificate: _____

16. Address with telephone Number of the regional Offices of the Tenderer in Himachal Pradesh

17. Give the details of major Contracts handled by the Tenderer in the past five years in the following format:

Sr. No.	Customer details with Address, telephone No., Fax, E-mail etc.	Amount of contract	Duration of contract

Exhaustive List of Present and Past Clients:

(May attached a separate list if space is insufficient)

- a. Present
- b. Past

18. Any other information of the present or past in support of your professional capability supported with documentary evidence.

SIGNATURE OF THE BIDDER _____

NAME OF BIDDER _____

DESIGNATION OF BIDDER _____

ADDRESS _____

PART-II
FINANCIAL BID

HIMALAYAN FOREST RESEARCH INSTITUTE, SHIMLA

All rates in Rupees only and not in %age.

Sr. No	Category	Component		
		Minimum wages per month inclusive of weekly off (Rs)	Service Charges on wages (Rs) (Nil charges not acceptable)	Total
1.	Security Guard /Security Guard cum cook (without Arms)			
2.	Drivers (Skilled)			
3	Safaiwala (un-Skilled)			
4	Semi-skilled			
5	Mazdoor (un-Skilled)			
6	Skilled Clerk			

Note:

1. Rate quoted per person per month is inclusive of Minimum wages including weekly off as per the Minimum Wages Act of 1948
2. EPF & EDLI will be payable @ 13.36 % as per statutory provisions at the applicable time.
3. GST will be charged as per statutory provisions @ 18% on Wages, EPF and EDLI
4. The wages rate may change in future as per Government Order since Minimum Wages are subjected to increase. In case of revision of minimum wages, pro-rata increase in the rates of wages will be claimed so as to pay the minimum revised wages to the workers.
5. Any increase in minimum wages and statutory levies under minimum Wages Act, 1948 the element there only will be claimed extra on GST, EPF, EDLI and Service Tax. No increase will be claimed on service charges.
6. Service tax quoted above @ 18% of wages, (GST) EPF, EDLI & service charges may be deducted from the monthly bill and deposited by the Service Receiver i.e. HFRI, Shimla.

(Signature of the Bidder)

Terms and Conditions

1. ABOUT RECEIPT OF TENDER OFFER

- A- On-line two bid system bids are being invited to award the services of labor on the contractual basis in Himalayan Forest Research Institute, Shimla, on the **EWIZARD's e-procurement system** (MOEF&CC) at <https://moefcc.euniwizard.com> No Manual bidding will be accepted in any case.
- B- Only the registered bidder can participate in online bidding on <https://moefcc.euniwizard.com> (MOEF&CC) website Therefore, the potential bidders must ensure their registration at the MOEF& CC site.
For further reference, the bidders can check bidder's manual Kit available at the <https://moefcc.euniwizard.com> (MOEF&CC) website
To bidder participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of <https://moefcctender.euniwizard.com>
- a. Access e-tendering website [https:// moefcctender.euniwizarde.com](https://moefcctender.euniwizarde.com) to have user ID & password from M/s ITI Ltd., The Annual registration charges for vendors/ suppliers are with including GST) per annum and pay Tender processing fee (Non-refundable).
- b. E-Tender Processing Fee (Non-refundable) online through IPG (Credit/Debit card) & Net Banking in favor of ITI Limited.

Euniwizard Helpdesk No	
Telephone/ Mobile	Customer Support: +91-11-49606060 Emergency Mobile Numbers: +91-93550-30623 and +91-93550-30609
E-mail ID	ewizardhelpdesk@gmail.com (Registration)

- C- The tender document can be downloaded from the Himalayan Forest Research Institute's website, <http://hfri.icfre.gov.in> and <https://moefcc.euniwizard.com> as per the important dates. The tenderers will not be given any hard copy from the institute. The tenderers will have to make the nomination fee of Rs 590 in form of demand draft / postal order, payable to the Director, Himalayan Forest Research Institute, Shimla. The tender fee should reach the office before the scheduled date of opening of the tender, and scanned copy of full tender should be uploaded on the MoEF&CC site.

2. ABOUT TENDER DEPOSIT

- A- The bid will be presented only on <https://moefcc.euniwizard.com> site. It is advised that the Tenderers contractor is advised to follow the instructions for tendering contracts for submitting e-bids for the online bid from the E-portal of the Ministry of Forests and Climate Change
- B- A Tenderer/ Contractor or Tenderers/Contractors in relationship will not submit bid for more than one tender. The bids of both parties will be rejected after violation of this condition.
- C- Do not modify the bid 'BOQ' which has been downloaded from the <http://hfri.icfre.gov.in> o <https://moefcc.euniwizard.com> Site. If the tender downloaded is modified in any manner then your tender will be rejected and the EMD will also be seized. In the future, you will be banned from doing business with the institute
- D- Interested Tenderers are advised to visit/review the sites of <http://hfri.icfre.gov.in> o <https://moefcc.euniwizard.com> for any Annexure/Corrigendum/Correction done in tender document by tendering organization at least three days before submission of the tenders.

- E - The entire tender should be uploaded on the <https://moefcc.euniwizard.com> portal prior to the date and time mentioned in the important date sheet. No tender must be uploaded on MOEF&CC site after the date and time mentioned in the important date sheet. Therefore, the tenderers are advised to upload the tender to the MOEF&CC site prior the mentioned date and time.
- E- The tender will be presented online in two parts i.e. technical bid and financial bid. All the pages have to be signed by bidder and numbered and ensured that the documents are uploaded sequentially.
- F- The proposals submitted by telegrams will not be considered. In such cases, no correspondence will be done.

3. TECHNICAL BID

According to the tender document, the scanned copy of the following documents must be uploaded by the tenderer with the technical bid.

1. Signed and scanned copy of the valid registration certificate of the bidder in the PDA format.
2. Copy of PAN number in PDF format?
3. Signed and scanned copy of the last three years income tax in PDF format?
4. Signed and scanned copy of EPF registration certificate in PDF format;?
5. Signed and scanned copy of GST registration in PDF format?
6. Documents and proof of the balance sheet in support of the claim of execution of similar works in PDF format for the last five years; 31.03.2020
7. Signed and scanned copy of the Tender Fee in PDF format?
8. Copies of last invoice of EPF, EDLI, and GST in format PDF format?
9. Undertaking regarding the annual turnover in PDF format?
- 10 Documents related to residential address in PDF format i.e. Copy of Electricity/ Telephony bill payment etc.?
11. Signed and scanned Copy of GSTIN?

4. FINANCIAL BID

Financial bid must be uploaded on MoEF& CC site as excel work sheet in form of BOQ The Financial Proposed bid format is available in the form of BOQ in the Excel worksheet with this tender document at <https://moefcc.euniwizard.com> . The tenderers are advised that after downloading the same as the BOQ, you can upload your bid rates in the bid on the prescribed column and upload it to the commercial/Financial bid. If the tender downloaded is modified in any manner, then your tender will also be seized. such a tenderer be banned will from doing business with this institute?

- A- Quote rates in Indian rupee only.
- B- Rates are only recorded in the BOQ Excel Worksheet only Do not quote rates in any other place on the tender form.
- C- If the rates in any case are recorded in the tender form, it will be rejected immediately.
- D- Rates should be inclusive of all types of taxes (excluding GSR rates). It will be responsibility of tenderer to pay revisions in the rates of statutory taxes, fees etc .
- E- If there is difference between digits quoted, then the rates shown in words will be considered.
- F- TDS will be paid after deduction through any bank of India.
- G- Rates Quoted by tenderer will be valid for the full term of contract and no revision/ correction in the rates would be acceptable.
- H- The service charges shown by the tenderer should be inclusive of comprehensive insurance cover for the employed persons?

5. QUALIFICATION FOR TENDER

- i. Only tenderer registered on <https://moefcc.euniwizard.com> . site can participate on the online bid process. Therefore, the potential bidders should ensure their registration at

<https://moefcc.euniwizard.com> site. For the further reference, the bidder's manual kit available at aforesaid site.

- ii. Tenderer must submit documentary evidence in support of the claim of performing of similar works in the last five years (up to 28.02.2020)
- iii. The average annual turnover of last five years should be at least 15 lakhs.

6. ABOUT EMD DEPOSIT

- i. As per Office Memorandum no:F.9/4/2020-PPD,Goi, Ministry of Finance dated 12th November, 2020 there is no provisions regarding bid security deposit in Bid Document till 31.12.2021 but Bid Security Declaration (As enclosed in Annexure-A) has to be submitted.
- ii. Payment Performance Security of Rs 85000 / - in form of Bank Draft or Pay Order should be deposited in favor of Director, Himalayan Forest Research Institute, Shimla, payable at any bank located in Shimla, by the successful tenderer. Performance Security will be returned to the tenderer only on successful completion of the tender period and Defect liability period. Defect liability period will be of 60 days after the completion of contract. Interest will not be payable on Performance Security.

7. TENDER OPENING

- A) Tender will be opened on the Date/Time mentioned on Critical Debt Sheet.
- B) Tenderer does not need to be present at the time of opening the tender. Tenderers can see the quoted rates by different tenderers on CCP portal after the opening of online bids? The applications received by the institute for showing the quoted rates in tender will not be considered.
- C) After the opening of the technical bid, the date and time of opening of the price bids will also be notified.
- D) Financial Bid will be calculated on the basis of the total tender amount.

7. DIRECTOR, HFRI, SHIMLA HAS THE RIGHT TO :

- i. Either accept or reject any part of the entire tender or complete tender
- ii. To reject the tender partially or completely.
- iii. To cancel or withdraw the tender notice.
- iv. Accepting or rejecting any deviation from the conditions of tender document without giving any reason

8. TENDER FORM FILLING PROCESS

The process of filling Tender form can be viewed or downloaded from <https://moefcc.euniwizard.com> site, and accordingly, tender can be uploaded online on the portal. Upload the Technical bid and financial bids on separate BOQ.

9. VALIDITY OF PROPOSAL

- A- The proposal given in the tender will be valid for approval for thirty days after the opening of the tender?
- B- After the last date of receipt of the tender, the undesired correspondence will be credited to invalidate the tender. Therefore, tenders are advised, in their own interest, not carry out any unnecessary correspondence after the notified time.
- C- Any change or modification will not be allowed after the tender is opened.
- D- Proposals submitted by telegram or fax will not be considered.
- E- For the validity of tender, the persons signing the tender document should specify whether they are single owner/producer/Authorized person to sign the document or as Authorized Dealer/Representative (with proof). If tender document is not have authorization form where required, such a tender would be rejected.

11. EXECUTION OF SUPPLIES OF SUCCESSFUL TENDERS

- A- The tenderer will have to make available the services within the prescribed time on issuing the work order otherwise the EMD will be seized and such tenderer will be blacklisted.
 - B- The payment will be done only on providing satisfactory services.
 - C- HFRI has the right to order full part of the bid or part of the tender. So can there be one or more work orders for a tender.
- 12.** Services should be executed in accordance to the specifications and work order. Director, HFRI, reserves the right to reject such tenders which are not found in accordance with specifications.
- 13.** If there is insufficient space for the necessary work in the form, an extra page can be added purpose. Every such additional page should be counted and signed by the tenderer? In such cases, reference of additional papers connected should be provided in the tender form.
- 14.** People who is signing the tender or documents relating to and tender, it is necessary to specify that the signing person:
- i. Should be Lone owner of the firm or authorized by owner.
 - ii. If it is a partnership, then on the basis of the partnership agreement or the power of the lawyer, has right to mediation of the dispute concerning the business of partnership
 - iii. In case of a company, the person authorized by the person PoA/NBI, in any case, which is given by the notary public, if sworn oath has not been submitted to Himalayan Forest Research Institute earlier, must submit on stamped paper, under which the consent of all the partners have been agreed that the Partnership Agreement is implemented. The General Power Appointment Attorney is also required to be submitted.
 - iv. In the dispute concerning partnership business, if the matter of any partner has been confirmed, has the rights to tender, and, all other relevant documents should be signed by each partner in the partnership tender.
 - v. Is the person who has signed a tender form or other documents related to it and is authorized to do so.
- 15.** If the services are taken by the Institute more than the prescribed limit, then the exemption given by the tenderer on the Quoted rates should also be mentioned clearly so that the tenderer can be given the order of work accordingly.
- 16.** For supplying the services and frequent correspondence, it is mandatory that tenderer should have an office at Shimla for which proof of its branch address, telephone number etc. must be attached with tender form otherwise, will the tender be canceled immediately.
- 17.** The service charge should not be shown in %age. it should be in Rupees. Bids with zero service charges will not be accepted.
- 18.** The date from which the service is to be made by the tenderer should be specified in the tender.
- 19.** After receiving the order of the institute for supply of services, the office will be informed immediately by formal form for confirmation to supply of services within the stipulated period. In the absence of confirmation, the order of tender can be awarded to the next bidder.
- 20.** The commission for charging the demand / demand of the bank will be borne by the respective tenderer and will be deducted from the due amount.
- 21.** The tenderer will arrange comprehensive insurance cover for employed persons and give copies to the institute.
- 22.** The liability duration of this contract will be 60 days.
- 23.** If the execution of the work order is not within the validity period and it appears that the work is being delayed by the tenderer, then the Director, Himalayan Forest Research Institute, Shimla is free to impose a fine of 10% of supply order. This penalty will be deducted from the amount of the bill.
- 24.** Himalayan Forest Research Institute will not be responsible for delayed traffic tariff and any other type of fee.
- 25.** Proof of successful completion report of various government departments and private companies should be attached to the tender form.

- 26.** If the work is not executed and for any kind of fraud, appropriate action can be taken against the bidder accordingly, and such tenders will also be blacklisted.
- 27.** In case of failure to provide services in the prescribed time period, supply orders will automatically be canceled only, unless it is extended by the Director of Institute.
- 28.** The extension of the date of providing services without fine can be allowed in the suitable cases. The decision will be taken in view of the merit of the case and based on valid evidence.
- 29.** The Director, HFRI, Shimla reserves the right to impose a penalty and to blacklist the contractor on violation of any of the above mentioned terms and conditions by the tenderer.
- 30.** The tenderer should be signed on all the pages of the terms and conditions contained in the tender booklet; otherwise the tender will be canceled immediately.
- 31.** The signature of the tenderer on the tender form and on detailed the terms and conditions, shall be deemed to be the final approval/acceptance.
- 32.** Annex Part-II with the tender for after completely filling and signing it.

Certificate of Acceptance of Terms & Conditions

Certified that I/ we have read and fully understood the terms & conditions mentioned in tenders opening Critical Data Sheet for providing services on contract basis, on contract basis in respect of the tender for providing services of Security guards, Security guards cum cook, Plumber, Safaiwala, Skilled Clerk, Mazdoor for one year i.e. w.e.f. 01.09.2021 to 31.08.2022. in Himalayan Forest Research Institute, Shimla and various centers of the institute located in and Himachal Pradesh and Jammu and Kashmir

I/ we hereby agree to abide by all the terms & conditions.

I/We have signed all the pages of the tender document.

Date:

**Signature & Seal of the Tenderer
or his Authority signatory**

Address:

Telephone No.

Terms and conditions of the contract for providing services of Security and Maintenance Staff for Himalayan Forest Research Institute, Shimla and its Field Research Stations in the States of H.P, J.K. (UT) & Ladakh

- 1. The agreement that will be met with shall be deemed to be an Agreement between the Principal Employer and the Contractor. The Agreement shall be one for service being provided and not of service.**
- 2. That the successful tender hereinafter called as the "contractor" shall execute/ perform the works contracted by him hereunder, to the satisfaction of the institute.**
- 3. The Contractor shall seek instruction from the Director, HFRI, Shimla or any other officer, authorized by the Director, HFRI, Shimla for the purpose, hereinafter referred to as the "HFRI, Shimla authority".**
- 4. The Contractor shall be fully responsible for the Security of the HFRI, Conifer Campus, Shimla and its Field Research Stations in the States of H.P. & J&K, structure, installations, fittings, equipment, vehicles, household appliances and materials, building material and other property owned by the HFRI or inmates residing or working in or visiting the HFRI, Campus and its Field Research Stations.**
- 5. That the main functions required to be performed by the maintenance personnel include the following:**
 - i. Semi-skilled – To provide services for distribution of water from main water storage tanks of the institute; plumbing related works of the Administrative/ office building/ residential quarters including new plumbing of lines, repairs of water and sewerage lines of the institute, repair and change of sewerage/ water pipes lines including taps and other related fixtures/ installations etc.**
 - ii. Skilled Driver (Having valid driving licence - To drive and maintain the institute vehicles in good running condition/ ensure safety of the occupants, maintain minimum prescribed mileage, minimize repair and running cost, decent behaviour with the travelling officers/ scientists/ staff etc.**
 - iii. Un-skilled safaiwala – Regular up keeping/ sweeping/ washing of floors of Administrative/ other buildings of the institute including cleaning of toilets/ urinals/ bathrooms, floor area and the campus in utmost decent manner to avoid any stinking and foul smell and maintain good hygiene.**
 - iv. Un-skilled Mazdoor – Maintenance of campus, Field Research Nurseries, watering of plants, digging/ biting work, cutting of grass and other related works to maintain the campus and research stations. Any other work as assigned by the institute/ caretaker/ Officer In-charge.**
 - v. Security Guard/Security Guard com-cook (Without arms) Himalayan Forest Research Institute, Conifer campus, Panthaghati, Shimla**
 - vi. Skilled Clerk- Dealing file and Typing**
- 6. The contractor shall compensate in full the loss occurred to the HFRI or its campus inmate on account of any theft, burglary and any other kind of intrusion in the campus entrusted to him for security. The amount of loss to be compensated by the Contractor shall be determined by the Director and the same shall be binding on the Contractor. The compensatory amount will directly be deducted from his monthly bills or from security amount deposited by him with the Institute.**
- 7. The contractor shall also be fully responsible for any loss or damage of material, vehicle and any other property of the HFRI, or its campus inmates arising out due to the negligence or failure of the security personnel and other categories of personnel engaged by the Contractor in complying with the prescribed procedure. The contractor shall compensate all losses suffered by the HFRI on this account in full. The decision of the Director in this regard shall be binding on the Contractor.**

8. **The Contractor shall be responsible to pay the wages to the personnel deployed as per current rates laid down by the Govt. of India or State Government of H.P. under the minimum Wages Act, 1948 (whichever is higher). In case of revision of minimum wages by the competent authority, as also of the employer's contributions towards EPF, EDLI the pro-rata increase in the rates will be acceptable to the HFRI authority. It shall be the responsibility of the Contractor to ensure that the security personnel or other categories of personnel, as the case may be 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 by him and approved by Director, HFRI, Shimla on last day of every month and submitted for payment to HFRI authority. Delay in submission of bill will not amount to delay in payment of person deployed.

The Contractor will also ensure that the personnel deployed by him are paid the wages for the previous month on or before the expiry of 7th day of the subsequent month, without deduction of any kind except those authorized by or under Minimum wages (Centre) Rules, 1950. Wages will be deposited in the bank account of the personnel deployed and no cash payment will be made. Penalty may be imposed if lapse is found.

The copy of necessary documents showing that the wages in full has been paid for the previous month to the workers engaged by him in HFRI (with signature/ thumb impression of workers) should be attached with the bill as a proof.

A register of wages shall be maintained by the Contractor at the work spot in Form X.

Contractor shall get the signatures or thumb impression of every person employed, on the register of wages and wage slip.

9. **The number of security personnel and other categories of personnel required can vary subject to requirements. The HFRI authority shall fix timings of the various duty shifts. A single duty shift will have a normal duration of 9 (nine) hours.**
10. **The Contractor shall not replace the security and other personnel at random. This shall be done with the prior knowledge of the HFRI authority and full particulars of the security and other personnel so deployed shall be given to the HFRI authority. In case any of the security and other staffs found to be posted without the prior knowledge of the HFRI authority, the HFRI shall not be liable to pay for such security and other personnel.**
11. **No leave of any kind to the security and other personnel shall be sanctioned by the HFRI authority. The Contractor shall be liable to make substitute arrangements in case of the absence of the security personnel and other personnel. The Contractor shall man all the security check posts and other locations as specified by the HFRI authority on all the weekdays. No short leave or meal relief shall be permitted to the security personnel unless the Contractor provides suitable substitute and that too without any extra payment.**
12. **The Contractor shall ensure that at no time any security point is unmanned. Performance of duty in two shifts by the same guard on a day shall not be permitted. However, in an emergent case exception can be made with the prior approval of the HFRI authority to the extent of one person in any one of the shifts but the payment to such a person for the extra shift be at the rates applicable for normal shift.**
13. **The Contractor shall arrange to dress all the security personnel and other categories of personnel which require uniforms on duty smartly and neatly on the pattern of the uniformed services and ensure their good behaviour with the HFRI establishment and visitors. They shall abstain from taking part in any staff union and association activities. The Contractor shall provide as a part of dress, appropriate woollen garments to the security personnel as well as to the other categories of personnel which require uniform in winter season. The security personnel and other categories of personnel shall not be permitted to wear any odd wrappings. The dress shall be of uniform colour and design. The Contractor shall ensure that during the rainy season raincoat is given to the security personnel along**

with umbrellas. The Security personnel should always be standing at the gate check posts where actually deployed to monitor the movement at the gates. If at any point of time any security guard is found sitting or lacking in his duty, a sum of Rs. 100.00 (One hundred only) shall be fined to the contractor for each such complaint.

14. The HFRI shall not be liable to provide residential accommodation to the security personnel or the other categories of personnel. No cooking or lodging shall be allowed to the security personnel and other workers engaged by the Contractor at any place inside the campus or at field stations.
15. The Contractor as envisaged in Payment Terms hereto shall bear expenses incurred on the following (eg.):
 - i. Providing torches and cells to the security guards on night patrol.
 - ii. Providing lathi/ ballam and other implements to the security personnel.
 - iii. Stationary for writing duty charts and registers at the security checkpoints for making entries of the visitors, vehicles, etc. The register use and those in use will be property of the HFRI.
 - iv. Barriers provided at the security checkpoints after taking approval from the HFRI.
 - v. All Security Guards shall be provided with nameplates, which shall be displayed on their breast/ chest- height.
 - vi. Provide i-Card to the personnel of all categories.
16. The HFRI authority reserves the right to change the deployment of security personnel. The HFRI also reserves the right to ask for replacement of particular security personnel or other categories of personnel deployed by the Contractor.
17. The security personnel and other categories of personnel deployed by the Contractor shall be bound to observe all instructions issued by HFRI authority concerning general discipline and behaviour.
18. The HFRI authority has the right to check the various implements/ torches etc. and the contractor shall maintain these items to the satisfaction of the HFRI authority.
19. That for all intents and purpose the Contractor will be “Employer” within the meaning of all labour legislations in respect of the security personnel and other categories of personnel so deployed by him.
20. The Contractor shall be responsible for recruitment of the personnel for the purpose of this contract, and the security personnel and other categories of personnel so recruited and deployed by him shall be under his direct control/ supervision.
21. In case the security personnel and other categories of personnel deployed by the Contractor commit/ commits any act of omission or commission constituting their/ her/ his misconduct or indiscipline, the Contractor will be liable and responsible to take disciplinary action against the personnel.
22. The Contractor will be responsible and liable for the implementation of all the statutory provisions as regards security and other personnel to be deployed by him in respect of minimum wages, Employees’ Provident Funds, EDLI etc. as and when they become applicable under the Law. The contractor shall maintain all the statutory registers under the law. The Contractor shall produce the same on demand to the HFRI authority or any other authority under law. The Contractor will obtain a licence under the Contract Labour (R&A) Act, 1970 and produce a copy of the same to HFRI authority, In case, the previous month’s challan pertains to EPF, EDLI do not accompany the bill as a documentary proof, a requisite portion of amount shall be held up till such proof is produced. In case the Contractor fails to comply with statutory obligations under any Labour Laws, and the HFRI is put to any obligation, monetary or otherwise, the HFRI will be entitled to get it reimbursed from the bill

or the security deposit of the Contractor or otherwise, to the extent of the obligations in monetary terms.

23. The HFRI shall not be responsible financially or otherwise for any injury or death to the security personnel or other categories of personnel in the course of their performing the security or other duties. In case, compensations are awarded by the Court of Law, it shall be the responsibility of the Contractor.
24. The Contractor shall not be permitted to sublet, transfer or assign his rights and obligations under this contract to any other person or organization.
25. Time shall be the essence of the contract and the duration of this contract shall be for a period of twelve months from 01.09.2021 to 31.08.2022. The term shall be extendable for further period after judging the performance of the contractor, as per terms and conditions with effect from 01.09.2021 except in the event of earlier termination under these terms. The contract shall automatically expire on 31.08.2022 unless extended further by mutual consent of the parties. The dates herein will be decided after issue of work order by the competent authority.
26. Director has absolute right to terminate the contract at any time before the due date of expiry specified in clause 30 hereinabove, without assigning any reason by giving one month's notice in advance to the contractor in writing. The Director shall also have the right to extend the contract in writing on same terms and conditions with some addition/ deletion for a further period of six months or for a shorter period until such time as a new security agency takes over in the event of HFRI resorting to the process of appointing a fresh contractor.
27. In the event of the Contractor desiring an earlier termination of the contract, he shall have compulsorily to give three months advance notice to the Director. In that case only 75% of the security deposit will be reimbursed to contractor.
28. The Contractor is bound by the details and documents as furnished by him to the HFRI 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 34 hereof.
29. In case of breach of any of the terms of agreement, the security deposit of the Contractor is liable to be forfeited by the Director. The Director against any amount, which the Contractor may owe to the HFRI, can appropriate any sum of money due or payable to the Contractor including the security deposit refundable to him under the contract.
30. The Contractor will ensure that no unauthorized entry is permitted inside the campus and the guards at the entry points are able to categories the legitimate residents and visitors without causing any embarrassment or discourtesy. The security personnel, in event of not being able to categories the legitimate residents, shall contact the host/ guest in the estate of HFRI through telephone. Each complaint of outsider found imparting Vehicle Driving Training inside the campus of HFRI or outsiders found playing inside the Lawns of HFRI shall fetch a fine Rs. 100/- (Rupees One Hundred only) to the contractor.
31. Entry of stray dogs and stray cattle into the campus is to be prevented by the deployed security staff.
32. It should be ensured that trees, flowers, plants and grassy lawns are not damaged either by the campus inmates or by outsiders.
33. All personnel employed by the Contractor shall be bound to provide full help in extinguishing any fire that breaks out anywhere in the HFRI campus/ Field Research Stations.
34. In the event of any malpractice on the part of the Contractor or his employees, vis-à-vis any HFRI staff or otherwise, the contract shall be liable to be terminated.
35. The performance of security functions and other services under the contract will be reviewed by the HFRI Authority at 3.00 p.m. on the second day of every month and the Contractor will remain present personally through an authorized representative. In the event of the second day of the month being a holiday, the meeting shall take place on the next working day.
36. Income Tax will be deducted at source as per Income Tax Law and the TDS certificate to this effect shall be issued to the Contractor by the HFRI.
37. The Contractor will have to deposit performance security money of Rs. 85,000 (Rupees eighty five Thousand only) in the form of Account Payee Demand Draft, Fixed Deposit

Receipt from a commercial bank, Bank Guarantee from a Commercial Bank in an acceptable form for the entire contract period and for additional sixty days thereafter, in favour of the Director HFRI within 15 days of the award of contract. The Security Deposit shall be released in full only when complete handing over of security charge is made to the HFRI, in the event of completion of the contract and if no dues are recoverable from the Contractor.

38. The Contractor will execute an agreement with the Director, HFRI on a non-judicial stamp paper worth Rs. 100/- (Rupees One Hundred only) to be provided by the contractor.

39. The Contractor, if any manner defaults in the performance or in making goods any losses, damages or expenses or any part thereof, then it shall be lawful for the institute to forfeit or dispose of said security deposit in and towards the liquidation of liability of the contractor in respect of such defaults. Further in case the institute is to put any monetary loss or liability as a result of any act of omission or commission of the contractor or personnel / personnel's employed by him, the institute shall have the right to get itself reimbursed to the extent of the liability or loss out of the bills and/ or the security deposit.

40. Any dispute arising out of this agreement will be settled under the jurisdiction of Courts at Shimla, (H.P.).

NOTE: The tenders of only those contractors who will quote the rates for all categories i.e. Security guards, Skilled-Clerk, Plumber, Safaiwala, Cook cum Security Guard, Mazdoor, Driver will be considered.

Certificate of Acceptance of Terms & Conditions

Certified that I/ we have read and fully understood the terms & conditions mentioned heretofore in respect of the tender for providing services of Security guards / Security guards cum cook, Plumber, Safaiwala, Skilled-Clerk, Mazdoor for one year i.e. w.e.f. 01.09.2021 to 31.08.2022.

I/ we hereby agree to abide by all the terms & conditions.

Date:

**Signature & Seal of the Tenderer
or his Authority signatory**

Address:

Telephone No.

Bid Securing Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal
(where appropriate)

AGREEMENT/CONTRACT ACCEPTANCE LETTER

(to be furnished in the company letterhead)

Date:

To,

The Director
Himalayan Forest Research Institute
Panthaghati, Shimla-171013.

Sub.: Acceptance of terms and condition of tender

Tender reference No:

Name of the tender work:

Dear Sir,

- I/We have downloaded/ obtained the tender document for the above mentioned Tender work from the website(s) name _____ as per your advertisement given in the above mention website(s).
- I/We hereby certify that I/We have read the entire terms and conditions of the tender document (including all documents like annexure(s), schedule(s) etc.,) which forms part of the contract agreement and I/We shall abide/accept hereby by the terms/conditions/clauses contained therein.
- The corrigendum(s)/addendum(s) issued from time to time by your department organization too also have been taken into consideration, while submitting the acceptance letter.
- I/We have unconditionally accepted the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
- I/We do hereby declare that our firm has not been blacklisted/debarred/banned by any Govt. Department or any Public Sector Undertaking.
- I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore summarily reject the bid or terminate the contract without prejudice to any other rights or remedy.

Yours faithfully

(Signature of the bidder, with Official seal)

