



# FOREST RESEARCH INSTITUTE

(Indian Council of Forestry Research & Education)

P.O. New forest, Dehradun – 248006, Uttarakhand

Phone: 0135- 2224288, 22286, 2224273; Fax: 0135-2756865

Website: [www.fri.gov.in](http://www.fri.gov.in), [www.cppp.gov.in](http://www.cppp.gov.in)

## e-Tender Notice No. 12-30/2017/HOD/Engg. & Ser. Div.

S N	Name of the Contract
1	Annual Maintenance contract for Manning, operation and undertaking comprehensive maintenance of Stand-By-Diesel Engine Driven Gen. Sets, Pump House & Tube Wells, Plumbing, Electrical Services in Institutional Buildings, Residential Buildings, Guest House, Hostels , Campus lightening & Water Supply, Sewerage etc.

### **NOTICE INVITING e- TENDER (OPEN)**

Online e-tender are invited on behalf of Director, Forest Research Institute, Dehradun from reputed, registered & licensed agencies who fulfill the eligibility criteria for Annual Contract for providing campus Electrical, Plumbing and other services at Forest Research Institute (FRI), Dehradun for a period of one year which is extendable on the basis of satisfactory services & mutual consent between both the parties for a further period of two years on annual basis. The Online Tender is invited in two bid system under **e-procurement** through Central Public Procurement Portal i.e. <http://eprocure.gov.in>.

### **Schedule of e-Tender**

(I)

Details of e-Tender:-		
1.	e-Tender No.	12-30/2017/HOD/Engg. & Ser. Div.
2.	Mode of Tendering	On-line bidding system through Central Public Procurement Portal i.e. <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>
3.	Type of Tender	Two Bid System
4.	Tender Fee (original to be submitted off-line)	Rs 590 /- (Non-refundable) including 18% GST
5.	Earnest Money Deposit (EMD) (original to be submitted off-line)	Rs 60,000 /- (Refundable)
	EMD and Tender Fee should be submitted in INR by way of Demand Draft in favour of The Director, Forest Research Institute, Dehradun	

(II)

<b>Time schedule of e- Tender :</b>			
S.No	Particulars	Date	Time
1.	Date of Publishing of e-Tender	<b>01<sup>st</sup> Sept. 2017</b>	<b>18:00 Hrs.</b>
2.	On-line Bid Submission start date	<b>01<sup>st</sup> Sept. 2017</b>	<b>18.05 Hrs.</b>
3.	Last date of physical submission of the EMD , tender Fee and tender qualifying documents	<b>21<sup>th</sup> Sept. 2017</b>	<b>15.00 Hrs.</b>
4.	On-line Bid submission End date	<b>21<sup>th</sup> Sept. 2017</b>	<b>15:00 Hrs.</b>
5.	Due date of opening of Tender (Technical Bid)	<b>22<sup>th</sup> Sept. 2017</b>	<b>15:00 Hrs.</b>
6.	Date and time of opening of Price Bid	Will be communicated to only Techno-Commercially acceptable/Qualified Bidders separately.	
7.	Venue	Office of The HEAD Engg. & Ser.Div. Forest Research Institute, Dehardun, Uttarakhand-248006, India	

If due to any exigency, the due date for opening of the bids is declared as a closed holiday, the bids will be opened on the next working day at the same time or any other day/time, as intimated by the Institute.

Bidder should carefully read all the terms & conditions before submitting their tender. The invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

<b>Chapter</b>	<b>Please refer for details as :</b>
1	Instructions to bidders
2	Conditions of Contract
3	Eligibility Criteria for Technical Evaluation of Bidders

This Invitation of Tenders is being issued with no financial commitment and the Institute reserves the right to change or vary any part thereof at any stage. Institute also reserves the right to withdraw the tender, should it become necessary at any stage.

**Head, Engg. & Services Division**

# FOREST RESEARCH INSTITUTE

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## Chapter-1

### Instructions to Bidders

1. The complete tender in pdf format can be downloaded from the website <http://eprocure.gov.in> or [www.fri.gov.in](http://www.fri.gov.in). Following documents are required to be submitted along with bids.
  - I. The tender fee of Rs. 590/- (Rupees Five hundred ninety only) in a form of Demand Draft in favour of The **Director, Forest Research Institute** payable at **Dehradun** from any Commercial/ Recognized/ Nationalized Bank in India
  - II. Earnest Money Deposit (EMD) of Rs.60,000/- (Rupees Sixty thousand only) in a form of Demand Draft in favour of The **Director, Forest Research Institute** payable at **Dehradun** from any Commercial/Recognized/Nationalized Bank in India.
  - III. The Bidders are required to submit Tender Fee, EMD and hard copy of the tender document along with a copy of all certificates as submitted in technical bid. These documents shall be sent to and received physically by the Office of the Head , Engineering & Services Division , Forest Research Institute, Dehradun by hand or by post before the date and time of opening of technical bid and in absence of which the technical bid of the bidder will not be considered.

#### **METHODOLOGY OF SUBMISSION OF BIDS:-**

2. The bid will be submitted electronically on the e-procurement CPP Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) with valid Digital signature (DSC).
3. The Bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms & conditions of NIT, includes commercial & General terms & conditions and other terms, if any along with on-line undertakings in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidders on-line in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.

4. The bidders who are desirous of participating in e-procurement tender shall submit their Technical bids (Techno-Commercial Bids), in the standard formats prescribed in the Technical documents, displayed at [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders should upload the scanned copies of all relevant certificates, documents etc. in [www.eprocure.gov.in](http://www.eprocure.gov.in) in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity by his Digital Signature Certificate (DSC).
5. As per the directives of Department of Expenditure, Ministry of Finance, Government of India, this tender document has been published on Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
6. Bidders are required to enroll on the e-procurement module of the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
7. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
8. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
9. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
10. Only one valid Digital Signature Certificate (DSC) should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
11. Bidder will then log in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/e-token.
12. **Signing of Tender:** The bidder should download the NIT and again upload at the time of submission of tender after verification and signing with his DSC. A person digitally signing the tender documents forming part of the tender on behalf of another person should have an authority to participate in the bid on behalf of such other person and if, on enquiry, it appears that the persons so signing had no authority to do so, the Director, Forest Research Institute, Dehradun **without prejudices would every rights to cancel the bids.**
13. Scanned copy of the Tender Cost and Bid Security (EMD) amount is to be furnished with Techno-Commercial bid only and Original should be submitted before the date/time of opening of techno-commercial Bids as per Time schedule of e-tender, failing which the offer will be summarily rejected.

14. The Tender is to be submitted under “**TWO BID**” system.
15. **Bid Security amount** of Rs.60,000/- (Rupees Sixty thousand only) is to be furnished with Technical/Techno Commercial Bid.
16. On the day of Tender opening only Technical bids (Techno-Commercial Bids) will be opened. Price/Financial bid will be opened on a fixed later date for the successful technical bidders. The date of opening of Price Bid will be intimated to the successful technical bidders only.
17. No query or complain from bidder will be entertained after completion of bid opening in regard to bid opening or content of other’s bid.
18. Please note that there is no provision to take out the list of parties downloaded the tender document from the above referred website. As, such Bidders are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related Corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum will be sent to Bidders who down loaded the documents from website as information in this respect (names of parties) will not be available to website.
19. The Forest Research Institute, reserves the right to accept or reject any tender or the whole tender process at any time without assigning any reason what so ever.
20. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of Bid Security/EMD.
21. Conditional tender i.e. tender submitted incorporating bidder’s own imposed condition(s) will be summarily rejected.

**22. AMENDMENT TO THE TENDER ENQUIRY/ TENDER SCHEDULE**

At any time prior to the last date for receipt (submission) of bids, Forest Research Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by issuing an amendment.

23. The amendment will be notified in web site of Central Public procurement Portal i.e. <http://eprocure.gov.in>, which can be accessed by any prospective bidders and will be binding on them. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, Forest Research Institute may, at its discretion, extend the last date for the Submission of Bids and Opening of Tenders.
24. The Tender Enquiry (or Tender Schedule) and Purchase order (or resultant contract) will be interpreted under Indian Laws
25. **An undertaking** for UNDERSTANDING, compliance and fulfillment of T&C as well as Specification as mentioned in this Tender Enquiry is **to be furnished along with the TECHNICAL BID (as per proforma given in Chapter- 3)**

26. **Modification or Withdrawal of Bid:** No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.
27. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Institute may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing or through Central Public procurement Portal i.e. <http://eprocure.gov.in> and no change in prices of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
28. **Preliminary Scrutiny:** Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each offer to the tender documents. For the purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of this Tender enquiry without material deviations. The Institute's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence. The Institute will scrutinize the offers to determine whether they are complete, whether required technical documentations have been furnished, whether the documents have been properly signed, and whether the offers are in order. Price bids of the technically disqualified firms shall not be opened & shall be returned to respective firms.
29. **Short-listing of Bidders:** The Institute will short-list technically qualified Bidders on the basis of technical parameters as given in **Chapter 3** of this tender. The Commercial Offers of short listed technically qualified Bidders will only be opened.
30. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the offers.
31. **Evaluation of Financial Bids:** The Financial bids of only technically successful bidders will be opened and ranking of the Bidders will be done according to the price quoted and comparison of rates will be made accordingly as per Financial Bid Proforma given in the Tender Document.
32. **No commitment to accept lowest or any tender:** FRI shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
33. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) on the grounds for the Institute's action. Further, Director, Forest Research Institute, Dehradun reserves the right to place order for full quantity or part thereof, as considered necessary. The quantity of the equipment mentioned in the tender document may increase or decrease as per need.

34. In the event any of the job quoted by the supplier in their tenders are covered under any services and liable for Service Tax, in such cases specific indication about providing such taxable services and percentage / amount of Service Tax chargeable thereon must be mentioned in the tender and such Service Tax must be deposited in the Government treasury as per extant Service Tax rules of Government of India and a proof of which shall be submitted by the Bidder to the Institute.
35. Any statutory **Certificate/Permission/License** required for the contract has to be procured by the firm at their own cost.

## CHAPTER - 2

### Conditions of Contract and Details of Manpower Required

1. The bidder shall seek instructions from Head, Engineering & Services Division, Forest Research Institute, Dehradun or any other officers of the Institute authorized for the purpose. The Bidder will be required to sign in on a written Agreement before the initiation of the contract on a Non Judicial stamp paper of Rs.100/-.
2. Joint tender shall not be considered.
3. The Bidder shall Provide manning/operation of pump houses & Diesel Generator (DG) Sets and maintenance of Electrical services, plumbing/sanitary work & water supply of the Institute including residential complex, hostels, Guest house. The detail of aforesaid work under the Contract are:-

#### **(a) ELECTRICAL SERVICES**

Comprehensive functioning, periodical maintenance, and operating of quantity – 06 Diesel Engine Generator Sets (03 of 62.5 KVA, 02 of 380 KVA and 01 of 625 KVA), which will be handed over by the Institute to Contractor in running condition (ii) Maintenance of all internal as well as external Electric installation in office building, Residential Houses, Guest house, Hostels and campus lighting (iii) The electrical backup system will also be maintained by the agency.

#### **(b) PLUMBING SERVICES**

Comprehensive functioning, periodical maintenance, manning and operating of quantity -05 Tube Wells and 05 Submersible pumps (ii) complete maintenance of all plumbing/sanitary work and water supply lines/sewerage systems in the entire Institutional Buildings, Residential houses , Guest house , Hostels , and water supply including Geysers Voltage stabilizers of water coolers.

4. The Bidder shall compensate in full the loss sustained by Institute or its campus inmates 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 Bidder shall be determined by the Director of the Institute arrived at on the basis of or otherwise, on findings of a Joint Committee Enquiry including Representatives of both the Institute and the Bidder, and the same shall be binding on the Bidder. In case of any theft or burglary it will be the duty of the Security agency/Bidder or its representative to lodge an



F.I.R. at the concerned Police Station under due intimation to the Institute. The matter may be referred to the Law Enforcement Authority if it doesn't get settled for recoveries. If the Institute does not have enough dues of the Company/Agency with it to recover such amount, legal remedies will be resorted to as per the prevailing Law of the Land.

5. The Bidder shall also be fully responsible for any loss, of material and property of Institute attributable to the negligence or failure of the Security personnel in complying with the prescribed procedure. All losses suffered by Institute on this account shall be compensated in full by the Bidder. The decision of Director of the Institute in this regard shall be final and binding on the Bidder.
6. The manpower deployed for manning operation of pump house/DG Set/ repair & maintenance of all related electrical & plumbing items shall be technically qualified in respect of work. Contractor shall also detail a qualified supervisor to oversee & co-ordinate the various activities & take instructions from the officer detailed by the Institute for functioning of the services. All the material required shall be given by the Institute.

Any defect reported in respect of job mentioned in preceding para will have to be attended to & rectified immediately. In case of any default on the part of Bidder, a penalty will be levied by the Institute as decided by the Institute Management.

7. The profile and detail of tendering company is to be furnished in Technical Bid as per **Annexure 1** of the tender. The copy of the documents mentioned in the Annexure are required to be also enclosed with the Technical Bid.
8. (i) The rates payable by the Bidder to the personnel to be deployed viz. Electrical and Plumbing services etc. are required to be paid in accordance with the rates as per Minimum Wages Act, 1948 for the concerned categories specified in the Notification issued by the Government under the provision of Minimum Wages Act and revised from time to time for the respective categories. It shall be the responsibility of the Bidder to ensure that the manpower deployed by him, are to be paid as per rates mentioned in **Annexure-2**.  
(ii) The rates payable including EPF, ESI and relieving charges will be as mentioned in **Annexure-2**.  
(iii) EPF and ESI as applicable in all such cases to be paid by the Institute, which will be deposited by the Bidder and after submission of EPF and ESI Challans

of previous month, the next month bill will be entertained.

- (iv) The Service Tax as applicable shall also be paid by the Institute at the rates as applicable in the Uttarakhand State. The service tax will be deposited by the Bidder and subsequently on production of receipt of the service tax of previous month, the next month bill will be entertained
9. The Bidder will only fix timings of the various duty shifts. However, the same may, in exceptional circumstances be subjected to change at the discretion of the Institute. A single duty shift will have a normal duration of 8 (eight) hours excluding rest intervals.
10. The Bidder will follow the entire statutory requirement as per labour laws and other relevant rules prevailing during the contract period and will be wholly responsible for compliance of any such law. The Bidder will be paid on monthly basis. Bill shall be raised by the Bidder in accordance with these rates on every 1<sup>st</sup> week of the succeeding month and bills will be submitted for payment along with the EPF and ESI deposition and details of service tax paid to the Institute's authority.
11. **TDS** will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Bidder by Institute. The responsibility of paying the Service Tax as per prevailing rates and as claimed in the bill amount, will be of the Bidder. The Bidder will be required to furnish proof of such deposit to the Institute every month.
12. **Security Deposit:** The successful Bidder has to deposit a sum of **Rs. 60,000/- (Rupees Sixty thousand only)** as a Security Deposit in the form of Account payee Demand Draft, Fixed deposit receipt from a nationalized bank payable in favor of Director FRI which shall be valid for the contract period. The Security Deposit shall be released in full only when complete handing over of security charge is made to the Institute in the event of completion of the contract or otherwise if no dues are recoverable from the Bidder.
13. The Bidder 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, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws. The Bidder shall maintain all the statutory registers under the law. The Bidder shall produce the same on demand to Institute's

authority or any other authority under law. As and when applicable the Bidder will obtain a license under the Contract Labour (R&A) Act. 1970. In case, the previous month's challan pertaining to ESI and PF having been deposited do not accompany the bill as a documentary proof, a requisite portion/or whole of bill amount shall be held up till such proof is produced and furnished, at the discretion of the Institute. The Bidder will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose. In case the Bidder fails to comply with any statutory obligation under any Labour Laws, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Bidder, to the extent of the loss or obligation in monetary terms.

14. The number of personnel of any services required can vary subject to the requirements. However, rotation of the personnel so deployed/deputed by the Bidder, will be at his discretion only.
15. The Bidder will have to submit weekly duty chart of the man power deployed to Institute's authority prior to commencement of the week. Bidder will also submit the list of personnel deployed by him.
16. No leave of any kind to the man power detailed by the Bidder shall be sanctioned by Institute's authority. The Bidder shall be liable to make substitute arrangements in case of the absence of the Staff for any services. The Bidder shall man all the pump houses and other locations as specified by Institute's authority on all the week days. No short leave or meal relief shall be permitted to the personnel unless the Bidder provides suitable substitute without any extra payment. The Bidder will have to provide sufficient number of leave reserves.
17. **Uniform:** The Bidder will have to provide Uniform to all the manpower deployed by him on duty smartly and neatly on the pattern of Uniformed Services and ensure their good behavior with the FRI establishment and visitors. They shall abstain from taking part in any staff union and association activities. The Bidder will have to provide as a part of dress, appropriate woolens to the staff in winter season and raincoats/umbrella for the rainy season. The personal shall not be permitted to wear any odd wrappers. The dress shall be of uniform colour and design. The operating persons for Plumbing/Electrical services shall also be provided with protective clothing & shall wear their work on duty. Detail of uniform is given in Annexure -4.
18. The Institute will not be liable to provide any residential accommodation to the bidder's personal. No cooking or lodging shall be allowed to the Bidder's personnel at any place inside the campus.

- (i) Providing torches and cells to the night duty personals.
  - (ii) Stationery for writing duty charts and log book registers at the pump houses/Tube wells and DG sets.
- 19. Institute's authority reserves the right to change the deployment of bidder's personnel. Institute also reserves the right to ask for replacement of a particular person and other staff employed by the Bidder if the services of the individual are found unsatisfactory. In case such a request for replacement is made, the Bidder will ensure the compliance of the required legal formality.
- 20. The seasonal deployed by the Bidder will be bound to observe all instructions issued by Institute's authority concerning general discipline and behavior.
- 21. The Institute's Authority shall have the right to check the various implements/torches etc. The Bidder will have to maintain these items to the satisfaction of the Institute's authority.
- 22. That for all intents and purposes the Bidder will be the "Employer" within the meaning of different labour legislations in respect of the security personnel and other so employed and deployed by him.
- 23. The Bidder shall be responsible for recruitment and deployment of personnel and other staff. The Bidder shall exercise total superintendence, control and supervision over the personnel and other staff so deployed including over their working.
- 24. In case the personnel and other staff deployed by the Bidder commit any act of omission or commission constituting mis-conduct or indiscipline, the Bidder will be liable and responsible to take disciplinary action against the personnel/staff , including suspension, dismissal from service etc. or removal from Institute's premises /campus.
- 25. Institute shall not be responsible for any compensation either financially or otherwise for any injury to the personnel and other manpower deployed by him during the course of their performing the duty.
- 26. The Institute will have a right to recover any sum indicated/claimed by Labour commissioner/Courts from the Contractor in case of any decision of Labour Court.

27. The Bidder shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
28. Time shall be the essence of the Bidder and the duration of this contract shall be for a period of twelve months which is extendable for a further period of two years at the discretion of the Institute, except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of twelve months, unless extended further by mutual consent of the parties in writing.
29. Head of Office of the Institute has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month's notice in advance to the Bidder in writing. The Head of Office of the Institute shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/modification for a further period of two years or for a shorter period until such time as a new security agency takes over in the event of Institute resorting to the process of appointing a fresh contractor/Agency.
30. In the event of the Bidder desiring an earlier termination of the contract, he shall have to give three months advance notice to the Institute.
31. The Bidder will be bound by the details and documents as furnished by him to the Institute while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are 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.
32. In case of breach of any of the terms of Agreement, the security deposit of the Bidder will be liable to be forfeited by the Institute. In addition, the Contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the Institute including the security deposit refundable to him under the contract can be appropriated by the Institute against any amount which the Bidder may owe to the Forest Research Institute, Dehradun.
33. In case of the termination of this contract/agreement on its expiry or otherwise, the staff,

or personnel engaged and deployed/deputed by the Bidder, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the Institute. The personnel of the Bidder will not claim and will not be entitled to pay, perks or otherwise any facilities as admissible to the regular/ confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract/Agreement.

34. In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract which cannot be resolved through mutual negotiation shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian Law. The venue of the proceeding & arbitration shall be Dehradun, Uttarakhand India.
35. The obligation & abilities assign out of this contract shall be construed in accordance with law of Union of India. The Court in Dehradun, Uttarakhand India shall have the exclusive jurisdiction.
36. Conditional tenders shall not be accepted. This tender document is non-transferable. Bid once submitted shall not be allowed for withdrawal; failing which the Earnest Money Deposited shall be forfeited.

37. Number of corrections and or alterations in the tender must be specifically mentioned. All the corrections and alterations made in the quotations must be duly countersigned by the authorized signatory, without which tender will not be considered.
38. The Institute's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence. The Institute will scrutinize the offers to determine whether they are complete, whether required technical documentations have been furnished, whether the documents have been properly signed, and whether the offers are in order. Price bids of the technically disqualified firms shall not be considered and opened.
39. **Short-listing of Bidders:** The Institute will short-list technically qualified Bidders. The Financial Bids of the technically qualified Bidders only will be opened.
40. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the tenders submitted by the bidding agencies.
41. **Evaluation of Financial Bids:** The Financial bids of only technically successful Bidders who have been technically accepted by the Institute will be made and ranking of the Bidders will be done according to their price quoted as per financial bid.
42. **No commitment to accept lowest or any tender:** FRI shall be under no obligation to accept the lowest or any other tender received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
43. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected

Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

44. **Opening of Tenders:** Technical bids of the offers received with requisites EMD and tender cost will be opened on the scheduled date and time of opening of technical bids as per the above given schedule. All tenders received without EMD and Tender cost, and also if the same will not comply to our tendered specifications shall be summarily rejected. The Financial Bids of the technically qualified/ successful bidders i.e. who will technically qualify as per technical parameter given above will be considered for opening of their financial bids at a later date, which will be communicated to concerned Bidders before opening of their Financial Bids.

**45. Force Majeure**

- A) However, the Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- C) If a Force Majeure situation arises, the Agency shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
46. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Forest Research Institute and the agency which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian Law. The venue of the proceedings and arbitration shall be Dehradun, Uttarakhand, India.



47. **Jurisdiction:** The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the dispute.
48. Each Bidder should clearly specify that the Bidder agrees to abide by the conditions of this tender document on their printed letter head with telephone/fax numbers and e-mail, etc.
49. The Performa for Annual turnover is given at **Annexure –5**.

### Chapter - 3

#### Eligibility Criteria for Technical Evaluation of Bidders:

S.No.	Eligibility Criteria	Compliance by the Bidder with documentary evidence (Yes/No)
1.	The agency should be registered under the provisions of Contract Labour (Regulation & Abolition) Act, 1970. (Proof to be submitted)	
2.	The agency have "A" Category Valid License for doing Electrical works.	
3.	The agency should have experience for manning and operation of Diesel generator sets, tube wells , pump houses and other services to Government and non-Government organizations, Public Sector Undertakings and Private Sectors of repute Company should have at least one clients of Central Government/State Government/ Autonomous Bodies/Public Sector Undertakings as on date. Please attach a list of clients and proof of satisfactory services issued by the clients.	
4.	Company's Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1970 (Proof to be submitted)	
5.	EPF, ESI and GST Registration Certificate (Proof to be submitted)	
6.	Company's upto date Balance Sheet for the last two years (Proof to be submitted)	
7.	EPF, ESI and Service Tax Challan Certificates for the last one years (Proof to be submitted)	
8.	The annual turnover should be at least of Rupees 60 Lacs (Rs. Sixty Lakhs). (Proof to be submitted)	

9.	The Tender cost of Rs. 590/- (non-refundable) and the Earnest Money Deposit (EMD) of Rs.60,000/- (Rupees Sixty thousand only) (Refundable) in shape of Demand	
	from any Bank in an acceptable form payable to Director, Forest Research Institute, Dehradun should be attached with the Technical Bid; failing which tender will be rejected (Proof to be submitted and original DDs should be sent physically by hand/by post before the last date of receipt of tender)	

**NOTE:** Agencies which do not fulfill any or all of the above technical conditions/ parameters or incomplete shall be summarily rejected and will not qualify technically and their financial offer will not be opened by the Institute.

**Profile and details of Tendering Company**

The Companies are required to furnish the following information along with the tender.

1. Name of the Tendering Agency:

2.

a. Postal Address:

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

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

3. Other information:

a. Telegraphic address of the Tendering Agency:

b. Telephone / Mobil no. registered in the name of the Tendering Agency

c. Fax No. of the Tendering Agency:

d. Email Address of the Tendering Agency:

e. Website address, if any:

4. Sample Signatures of the Bidder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. a. Place of Headquarters of the Tendering Agency:

b. Local Dehradun Branch Office Address:

c. Date of Establishment:

6. Date of registration of the Tendering Agency with Government and Registration No. if any  
(Kindly attach a certified copy with the tender document)
  
7. Profile and detailed Set-up of the Tendering Agency: Attach also the brochure, booklet etc. of  
the Company, if available)
  
8. List of equipment available with the Tendering Agency to undertake the security job:

9. Financial Turnover of the Tendering Agency for the Past Five Years:

<b>Year</b>	<b>Amount (in lacks)</b>
2016-2017	
2015-2016	
2014-2015	
2013-2014	
2012-2013	

(Please attach the attested copies of proof of annual turnover for the financial year)

10. Addresses with Telephone Numbers of the Regional Offices of the Tendering Agency in India.

11. Give the details of major Contracts handled by the Tendering Agency in the past five years in the following format:

Sl.No.	Customer details with address, telephone no., fax, Email etc.	Amount of Contract	Duration of Contract

12. 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**

\_\_\_\_\_

**Rates under Minimum Wages Act to be paid by the Contractor to the Manpower to be deployed in Forest Research Institute, Dehradun**

The following amount of wages to the Manpower (proposed to be engaged) as per Minimum Wages Act (MWA) of 1948 and as applicable in Uttarakhand State as on date including EPF, ESI and Relieving Charges shall be paid as under and which will be reimbursed by the Institute on submission of their monthly bill along with the Uniform/Stationery charges and Agency's Service Charges:

S.No.	Category of Manpower (Calculation of wages)	Rate per person per month to be paid to the Manpower (Rates in accordance with the Minimum Wages Act (MWA) of 1948 and as applicable in Uttarakhand State as on date) (In Rupees)		Total Amount to be paid per person (in Rs.)
1.	Skilled (26 days a month)	<b>Break-up:</b> a) Wages: Rs.593/- b) EPF- 13.15% c) ESI- 4.75%	a) 15418 b) 2027.47 c) 732.36.	18177.83
2.	Semi- skilled (30 days a month)	<b>Break-up:</b> a) Wages: Rs.506/- b) EPF- 13.15% c) ESI- 4.75%	b) 15180 b) 1996.17 c) 721.05	17897.22
3.	Un-skilled (30 days a month)	<b>Break-up:</b> a) Wages: Rs.448/- b) EPF- 13.15% c) ESI- 4.75%	a) 13440 b) 1767.36 c) 638.40	15845.76



S.No.	Category of Manpower	<b>Rate per person per month to be paid to the Manpower</b> <i>(Rates in accordance with the Minimum Wages Act (MWA) of 1948 and as applicable in Uttarakhand State as on date)</i> <b>(In Rupees)</b>		Total Amount to be paid per person (in Rs.)
4.	Semi-skilled <b>(26 days a month)</b>	<b>Break-up:</b> a) Wages: Rs.506/- b) EPF- 13.15% c) ESI- 4.75%	a) 13156.00 b) 1730.01 c) 624.91	15510.92
5.	Un-skilled <b>(26 days a month)</b>	<b>Break-up:</b> a) Wages: Rs.448/- b) EPF- 13.15% c) ESI- 4.75%	a) 11648.00 b) 1531.71 c) 553.28	13732.99

**Note:**

- (1) Service Tax as applicable according to Gol Rules as applicable in case of Dehradun shall be paid by the Institute.
- (2) It may please be noted that the above rates are given as per prevailing Minimum Rates of Wages for the concerned categories in accordance with the provision of Minimum Wages Act, 1948 (as applicable in the State of Uttarakhand). The increase of rates shall be paid by the Institute as and when these are revised by the Government in accordance with the Regional Labour Commission (Central), Dehradun from time to time.

**(Signature of the Bidder/Representative of the Bidder**

**Uniform**

**1. Uniform and Other Items:** The Bidder will bear full responsibility of providing a smart uniform to the security personnel and the staff for electrical/plumbing and other services. There will not be any burden on this account on part of personnel and other staff to be employed by the Bidder. The Bidder will bear the cost of uniform and other items as listed below:

- (i) The detail of uniform to be provided per annum for operating staff of pump Houses /Generator sets and Electrical/Plumbing services are as follow.
  - (a) Two shirts and two trousers
  - (b) One pairs of shoes and socks
  - (c) One jersey pullover
  - (d) One pair of Gum boot for Sewer men

**UNDERTAKING OF ANNUAL FINANCIAL TURNOVER**

**To,**

**Director,  
Forest Research Institute, ,  
Dehradun.**

1. This is to certify that the annual turnover of our company/ agency named as

\_\_\_\_\_

is Rs \_\_\_\_\_.

2. Certified/ Attested copies of documents in support of the same by Income Tax Officer/ Govt. Approved Auditors/ or any other such Officer is attached.

**Managing Director/ Head of the  
Company/Authorized  
Representative**

**Note: Most recent documents will be preferred.**

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