Tender Document

For

"Deployment of Outsourced Manpower in Technical/ Non-Technical Services"

at

Forest Survey of India, Regional Office (Northern), Shimla, Himachal Pradesh

Government of India

Ministry of Environment, Forest & Climate Change
Forest Survey of India, Regional Office (Northern)
CGO Complex, Himlok Parisar, Shivalik Khand,
Shimla, Himachal Pradesh – 171001

I. SCOPE OF WORK:

i) Forest Survey of India (FSI), Regional Office (Northern), Ministry of Environment, Forest and Climate Change, Government of India, Shimla, Himachal Pradesh requires the services of a reputed, well established and financially sound Manpower Agency registered as a Service Provider in India for providing manpower to Government Department. Forest Survey of India has been entrusted to carry out forest resource assessment throughout country.

ii) The outsourced manpower shall be deployed in office for office work and in field for data collection in Forest, Rural and Urban areas in all the jurisdiction State/UTs (HP, J&K UK,UP, Rajasthan, Punjab, Haryana, Delhi, Chandigarh, Ladakh) and if required same shall be deployed in any State/UT of the country.

II. NAME OF CONTRACT: -

"**Deployment of Outsourced Manpower in Technical/ Non-Technical Services**" at Forest Survey of India, Regional Office (Northern), Shimla

III. PERIOD OF CONTRACT:

i. The contract shall be initially for a period of one year and is likely to commence from 01 December, 2026. The period of the contract, may be further extended by the Department as per prevailing rules and guidelines, provided the requirement of the Regional Office for manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or cessation of the requirement of work.

ii. The Regional Office reserves the right to terminate this initial contract at any time after giving one months' notice to the selected Service Provider without assigning any reason.

IV. REQUIREMENT OF MANPOWER:

i. As per present assessment, the estimated requirement of Outsourced Personnel is as under:

Sr. no.	Category	No. of Personnel required
1.	Skilled-For Field Work	11
2.	Skilled-Office Clerk	03
3.	Skilled-Data Entry Operator	01
4.	Skilled-Driver	06
5.	Skilled-Security Guard	01
6.	Unskilled-For Field Work	11
7.	Unskilled-MTS/Safaiwala	01
	Total	**34**

Note:- ***FSI, Regional Office (Northern), Shimla reserves the right to increase/decrease the number of outsourced staff from above categories depending upon its functional requirement.***

ii. The Eligibility Criteria for each position is as below:

1. **Skilled (For Field work)**
   - Age: Between 18-40 years
   - Educational Qualification:
     - 10+2/Higher Secondary and the candidate has experience of Forest Inventory work for the period at least 1 year.
     - Preference and age relaxation of 15 years will be given to those candidates, who have experience of Forest Inventory field work for a period of at least 5 years.
   - Good knowledge of Forest species and Survey.
   - Physically strong, fit and active for field work.

2. **Unskilled (For Field work)**
   - Age: Between 18-40 years
   - Educational Qualification:
     - Matric Pass
     - Preference and age relaxation of 15 years will be given to those candidates, who have experience of Forest Inventory field work for a period of at least 5 years.
   - Physically strong, fit and active for field work.

3. **Skilled-Driver (For Field and Office work)**
   - Age: Between 18-50 years
   - Educational Qualification:
     - Matric Pass
     - Light Motor Vehicle (LMV) Driving License
     - Good knowledge & Experience of driving vehicle within / outside Himachal Pradesh at least 2 years.

4. **Skilled-Office Clerk**
   - Age: Between 18-40 years
   - Educational Qualification:
     - 10+2/Higher Secondary
   - Good noting & drafting skill along with speed of 30 wpm in Hindi & 40 wpm in English.
   - Preference and age relaxation of 15 years will be given to those candidates, who have experience of working as an outsourced Office Clerk in any Government Department for a period of at least 5 years with proper skill of Computer and experience of Stenography.
   - Proficiency in programs of MS Office like Word and Excel is desirable.
   - Fluent in written and spoken English and Hindi with capability in drafting letters and correspondence.

5. **Skilled -Data Entry Operator**
   - Age: Between 18-40 years
   - Educational Qualification:
     - Graduate with certificate or diploma in computer and 1 year experience in operation and computer maintenance or higher secondary (10+2) with certificate or diploma in computer and 3 years' experience in operation and computer maintenance.
   - Preference and age relaxation of 15 years will be given to those candidates, who have experience of working as Data Entry Operator in any Government Department for a period of at least 5 years.
   - Proficiency in programs of MS Office like Word and Excel and proficiency in PowerPoint and Access is desirable.
   - Fluency in written and spoken English and Hindi.

6. **Skilled-Security Guard**
   - **Age: 18-50 years**
   - **Education Qualification: 5th pass**
   - **Preference and age relaxation of 08 years shall be given to those candidate who have in possession of 10 years of experience of similar work in any Govt. department.**

7. **Unskilled-MTS/Safaiwala**
   - Age: Between 18-50 years
   - Educational Qualification:
     - 5th Pass

V. TERMS AND CONDITIONS FOR THE BIDDERS:

1. The Tender document comprises of two parts; (a) Technical bid and (b) Financial Bid.
2. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted, tendered terms, conditions, eligibility etc.
3. If Bidder quote charges below 3.85%, the bid will be treated as unresponsive and will not be considered.
4. The tender is not transferable under any circumstances. In case of any sub-contracting, the Institute shall reserve the right to terminate the contract, blacklist the agency and forfeit the Bank Guarantee submitted.
5. The Bidder should be a registered Agency with a valid license under the provision of Contract Labour (Regulation and Abolition) Act, 1970.
6. **Certificate of Incorporation/Registration:** The bidder shall submit a valid Certificate of Incorporation/Registration issued by the appropriate statutory authority as proof of its legal status. The certificate shall be valid as on the date of submission of the bid.
7. **Experience in Manpower Outsourcing:** The bidder should have a minimum of **three (3) years'** experience in providing manpower outsourcing services to Central Government Departments, State Government Departments, Public Sector Undertakings (PSUs),

Autonomous Bodies, Statutory Bodies, or reputed private organizations as on the bid submission date. The bidder shall submit copies of work orders, agreements, completion certificates, or client performance certificates as documentary evidence of similar work executed with the Technical Bid.

8. **PAN and GST Registration:** The bidder shall possess a valid **Permanent Account Number (PAN)** issued by the Income Tax Department, Government of India, and a valid **Goods and Services Tax (GST) Registration** under the Central Goods and Services Tax Act, 2017 and the applicable State/Union Territory GST Act, wherever applicable. Copies of the PAN Card and GST Registration Certificate (GSTIN) shall be submitted along with the Technical Bid.
9. **Annual Turnover:** The bidder should have an average annual turnover of not less than **01 crore** during the last **three (3) financial years** (FY 2023-24, FY 2024-25, and FY 2025-26) from manpower outsourcing, facility management, or similar services. The turnover shall be certified by a Chartered Accountant and supported by audited financial statements.
10. **Balance Sheet:** The bidder shall submit audited Balance Sheets and Profit & Loss Accounts for the last **three (03) financial years** (FY 2023-24, FY 2024-25, and FY 2025-26), duly audited and certified by a Chartered Accountant, as evidence of the bidder's financial capability.
11. **EPF and ESI Registration:** The bidder shall possess valid registration under the **Employees' Provident Funds and Miscellaneous Provisions Act, 1952** and the **Employees' State Insurance Act, 1948**, wherever applicable. Copies of the valid EPF and ESI Registration Certificates shall be submitted along with the technical bid.
12. **No Blacklisting Declaration:** The bidder shall submit an affidavit stating that the firm/company has not been blacklisted, debarred, or suspended by any Central Government Department, State Government Department, PSU, Autonomous Body, or any Government organization as on the date of submission of the bid.
13. **Earnest Money Deposit (EMD):**
    - **i.** The bids shall be accompanied by an Earnest Money Deposit Rs. 50,000/- (Rs. Fifty Thousand only) in the shape of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque in favour of Regional Director, Forest Survey of India, Regional Office, (Northern) Shimla.
    - **ii.** The Bidder should scan a copy of the earnest money deposit and upload it online through GeM Portal. The original copy of the Earnest Money Deposit should be sent to the department, on or before the time of closing of the uploading of the Bids. In the event of non-receipt of the Original EMD before the closing of the uploading of the Bids, the bid shall be rejected/disqualified.
    - **iii.** Relaxation to MSE/MSME/STARTUP firms are exempted from EMD & Tender fee. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFR 2017, should submit **Bid Security Declaration** as Proforma attached as **Annexure-4** with documentary proof thereof along with technical bid online through GeM portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted as detailed in clause 13(ii).
    - **iv.** No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by department in respect of any previous work shall be entertained.

v. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the department.

vi. The bids without EMD/BID Security Declaration shall be summarily rejected.

vii. The bid security (EMD) may be forfeited: -

a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

b. In case of successful bidder, if the bidder: -

- Fails to sign the contract in accordance with the terms of the bid document.
- Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
- Fails or refuses to honor his own quoted prices for the services or part thereof. In such case, the bidder is also liable to be debarred from future tendering.

viii. The EMD will be returned to the unsuccessful bidder. After signing of agreement with successful bidder, EMD will be returned to successful bidder on receipt of Performance security.

14. **Local Office Requirement:**

i. The bidder shall have a registered office/branch office in the **Shimla, Himachal Pradesh** or shall establish a local office within the Shimla within **15 days of award of the contract** to ensure effective coordination, supervision, and timely resolution of operational issues and shall submit documentary proof for the same; failing which shall lead to cancellation of the award (Undertaking to the effect is required with Technical bid). Documentary proof of already established office address shall be submitted along with the Technical Bid. If successful bidder will open the office within 15 days of award of contract, then address proof of the same with contact number shall be required to be submitted to FSI Shimla within 15 days of award of contract.

ii. The service provider must deploy one dedicated manpower at this branch office for ease of administrative or statutory requirements like timely submission of EPF, ESI, and GST etc. The manpower deployed must be able to issue bonafide certificates/pay slips/ address issues faced by the deployed manpower. **An undertaking letter in this regard is to be submitted.**

15. Bidder should have its own Bank Account in the name of Firm and documentary proof of the same shall be submitted by the Bidder.
16. In case, the tendering bidder fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the FSI is put to any loss, obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service provider, to the extent of the loss or obligation in monetary terms.
17. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
18. The competent authority in the FSI, Regional Office (Northern), Shimla reserves the right to reject any or all bids without assigning any reason.

19. The Financial bids of only those tenderers will be opened who are declared technically qualified by the Technical Evaluation Committee.

Note: *Non-compliance with any of the above conditions by the Bidder will tantamount to non-eligibility for the services for which tender has been floated and its tender will be rejected summarily.*

VI. GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL BIDDER

The Successful Bidder hereinafter referred as Service Provider should fulfill the following Terms and Conditions:

1. The contract shall not be transferred to any other sub-contractor/other person under any circumstances. In case of any sub-contracting, the Institute shall reserve the right to terminate the contract, blacklist the agency and forfeit the Bank Guarantee submitted.
2. The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. **The Service Provider shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.**
3. The Service Provider will ensure the deposition of service tax with the concerned department as applicable and submit the requisite documents to this department quarterly after the end of quarter.
4. The Department will deduct income tax/ labour-cess/ sales tax or any other govt. liability as decided by the competent authorities at source from the Service Provider at the prevailing rates of such sum. The TDS Certificate to this effect shall be issued to the Service provider by the FSI Regional Office, Shimla. The responsibility of filling the income tax timely as applicable will be on the Service Provider.
5. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the Service Provider or alleged to have been done by the Service Provider under the tender, it shall be recovered by the FSI Regional Office, Shimla from the Service Provider.
6. The Bidder should maintain local office operational in Shimla till the validity of contract for smooth laisoning with the agency. If successful bidder will open the office within 15 days of award of contract, then address proof of the same with contact number shall be required to be submitted to FSI Shimla within 15 days of award of contract. All correspondence shall be carried out with the agency with this local office only.
7. **Procedure for release of wages**:
   i. The Service Provider shall pay monthly wages to its deployed staff in FSI, Regional Office, Shimla, latest by **5th** of the respective month before submitting his claim for reimbursement as per this contract agreement, after receiving attendance roll from FSI Shimla.
   ii. Pay slips must be issued to all deployed outsourced personnel in accordance with the salaries remitted to the deployed outsourced accounts on next working day of salary disbursement day of every month.
   iii. The Service Provider shall make payment of wages of staff on the basis of prevailing Chief Labour Commissioner (Central)-Minimum Wages. As and when, Minimum wages are revised; the enhanced rates will be paid to the workers engaged. All other allowances i.e. E.S.I., E.P.F. and GST/Service Tax etc. will be paid accordingly as per

prevailing rules. The contractor shall provide full information to department in respect of the wages, allowances etc. paid to his/her employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under with monthly bill for reimbursement. ***However, the amount of service charges as approved in the bid on the basis of present prevailing wages will remain the same throughout the contract period. The amount of agreement / allotment may be enhanced after taking formal approval for this purpose from Regional Director, Forest Survey of India, Regional Office (Northern), Shimla separately. The above payment shall be made to the Service Provider on actual basis.***

iv. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts in India, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI/Leaves etc. with regard to the personnel engaged by firm for Regional Office.

v. The service provider shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, and shall solely be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. The service provider will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at FSI Regional Office, Shimla immediately after deployment in department.

vi. It is hereby clarified that the Employer shall reimburse/pay the Employer's and Employee contribution towards **EPF and ESI only up to the statutory wage ceiling/limits as prescribed** under the respective Acts, Rules, and Government notifications issued from time to time. This office shall reserve the right to verify the EPF and ESI statements of the deployed personnel in FSI Shimla from concerned EPR/ESI Offices.

vii. No reimbursement/payment shall be admissible towards EPF and ESI contribution on wages exceeding the prescribed statutory wage ceiling. Any contribution made by the Contractor over and above the statutory limits shall be treated as voluntary and shall be borne solely by the Contractor, and no claim on this account shall be entertained by the Employer.

8. The service provider will furnish documentary proof of deposit (person wise EPF/ESI Challan with exclusive Electronic Challan cum Return (ECR) of such contributions to the FSI Regional Office, Shimla along with wage bill of every month. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period, **payment shall not be released and the contractor shall be liable to pay penalty so imposed by the FSI Regional Office, Shimla.** In the absence of the details, the claim shall be considered incomplete and Service Charges of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein. Further, in case of any default or liability which may arise to the FSI on this account, Regional Director will be at liberty to deduct such amount from the outstanding payment of the Service Provider or from performance guarantee or any other due of the Service Provider.
9. The Service provide shall issue proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees immediately within 2-3 days of deployment in Department.

10. No request for advance payment will be entertained and offer with such conditions will not be considered.
11. A **Performance Security of 3% of offered value** in the shape of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, in favour of **Regional Director, Forest Survey of India, Regional Office (Northern), Shimla,** payable at any bank located in Shimla, shall be payable by the successful bidder. Performance Security will be returned to the bidder only on successful completion of the work after tender period. Interest will not be payable on this Performance Security. In case of termination of contract before the prescribed period due to deficiency in service by the contractor, the **Performance Security** will be forfeited.
12. The contract with the Service Provider is likely to commence from **01 December, 2026** and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
13. The contract shall automatically expire after one year from commencement of the contract. The contract may be extended, on the same terms and conditions or with minor modifications with mutual consent for a further period not exceeding one year, only on the basis of satisfactory performance of the Service Provider.
14. The service tax/GST will be paid to the Service Provider by the FSI and the same has to be deposited with the concerned department by the Service Provider and produce the proof of deposit of service tax/GST to the FSI quarterly. In the absence of the details, the claim shall be considered incomplete and Service Charges of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein. Further, in case of any default or liability which may arise to the FSI on this account, Regional Director will be at liberty to deduct such amount from the outstanding payment of the Service Provider or from performance guarantee or any other due of the Service Provider.
15. The FSI will not provide any transport, canteen, medical facility which shall be the sole responsibility of the Service Provider. Similarly, no housing accommodation to the personnel deployed by the contractor will be provided by the FSI.
16. The Service Provider will have the responsibility to strictly adhere to workmen welfare compensatory payments as per Employee's Compensation Act, 1923 as laid down by the Government of India and the FSI will not be responsible in the event of any default.
17. The Service Provider shall furnish the following documents in respect of the persons who are proposed to be deployed in this Department :
    - List of persons with full details i.e. Name, Father Name, Bank Copy, date of birth, marital status, address, educational and professional qualification, experience etc.
    - Bio-data of the person with photograph affixed.
    - Character certificate from a Gazetted officer of the Central / State Government or last educational institution.
18. The Service Provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any other person by its personnel deployed in the Department. In case any personnel deployed by the Service Provider commits any act of omission or commission constitution misconduct or indiscipline, the Service Provider shall be liable and responsible to take disciplinary action against such worker/person including his suspension and/or dismissal from the service etc.

19. The Service Provider shall ensure proper conduct of its personnel in office premises/field, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc. The Service Provider will also ensure that the personnel adhere to the dress code commensurate with a government office.
20. The Service Provider shall be solely responsible for the redressing grievances / resolution of disputes relating to persons deployed. The FSI shall, in no way, be responsible for settlement of such issues whatsoever.
21. The FSI shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
22. The persons deployed by the Service Provider shall neither claim nor entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees of this Department during the currency or after expiry of the contract.
23. Personnel deployed in department will be entitled for one day's casual leave after putting one month service and 06 day's Medical Leave vide Government of Himachal Pradesh, Finance (Regulation) Department letter no. Fin(C)-B (15)-21/2013-Loose dated 25.07.2016. He/She shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee. Casual Leave and Medical Leave shall be effective from the date of contract upto period of one year only. If contract extend beyond one year, then in this case accumulated leave shall not be carry forward to next calendar year.
24. So far as the duty hours of worker is concerned, the duty hours will normally be 0900 hrs. to 1730 hrs. for those stationed at headquarters while those engaged in field work outside Shimla there shall be no fixed timings. Field staff on Contract has to carry out field work according to the situations prevailing in the area where they are camping. Normally, the field parties go out for field work at around 0830 hrs. in the morning and return to camp by 1800 hrs. Field parties observe weekly off normally after six working days if necessitated by circumstances. Weekly off is mandatory for all as per Labour Law
25. The FSI authority will review the performances of the staff provided by the Service Provider on the last Friday of every month. The Service Provider will remain present personally or through his authorized representative. In the event of the last Friday of month happens to be closed holiday, the meeting shall take place on the next working day.
26. The FSI shall have the absolute right to increase or decrease the number of strength of contractual staff as per the requirement of the office and field work. No claim will be presented in this regard by the Service Provider or Contractual staff in the office.
27. The FSI authority reserves the right to change the deployment of the personnel from one place to another. The FSI authority also reserves the right to ask for replacement of a particular person by the Service Provider.
28. In the absence/leave of the engaged personnel from office/field, the Service Provider shall be liable to make arrangement for substitute in case of the absence of such personnel.
29. The Service Provider will be paid service charges on the total amount of wages and other charges as per the tendered rate by the Service provider which subsequently is accepted as the rate tendered by the Service Provider. **Monthly Bill in duplicate shall be raised by the Service Provider in accordance with these rates after payment of wages to the deployed personnel along with all required documents like EPF, ESI, monthly salary slip, GST statements etc. to the FSI authority. Monthly Bills shall be cleared only after verification of EPF, ESI, Salary statements etc. by the FSI authority.**

30. Unauthorized absence of personnel deployed from the duty without the approval of the Controlling Officer shall automatically lead to the termination from the duty. Contract staff shall not be entitled for contractual amount for the period of absence from duty.
31. In the event of any complaint against any deployed personnel shall be treated as misconduct and services of such personnel shall be terminated. The substitute for such personnel shall be provided by the service provider at the earliest in the field/office.
32. The Services of the deployed personnel can be utilized in field as well as in office irrespective of the category of personnel.
33. The TA/DA as approved by competent authority of Forest Survey of India will be applicable to the deployed personnel on tour and shall be directly transferred to their bank account on production of voucher/receipts duly verified by the controlling officer to the office. For field personnel on foot charges shall be paid as per prevailing rates
34. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in this Department. **The persons deployed by the Service Provider in the Department shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Regional Office, Shimla.**
35. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
    i. Employment of Children Act
    ii. Workmen Compensation Act
    iii. Contract Labour (Regulation & Abolition) Act 1970.
    iv. Minimum Wages Act
    v. Employee Provident Fund Act
    vi. ESI and EPF Act
    vii. GST Act & Rules Professional Tax
    viii. Any other act or legislation as may be applicable and in force from time to time.
36. **Termination of Contract**: - The contract may be terminated in any of the following contingencies: - 1.
    i. On giving one month's notice by the department.

    OR

    ii. On the expiry of the contract period, without any notice.

    OR

    iii. On giving one month's notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.

    OR

    iv. On Contractor being declared insolvent by the competent Court of Law without any notice.

    OR

    v. Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.

    OR

    vi. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a

part of the contract to any third person, without any notice. "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall continue discharging his duties as before till the expiry of notice period".

In case of termination of contract on the grounds mentioned at Sr. iii & v, above OR in case of Contractor decides to conclude the contract before the expiry of twelve months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the department.

37. **Last Payment:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
38. All the pages of the Tender Document must be duly signed and stamped by the agency, thereby agreeing to all Terms & Conditions mentioned in the Tender Document & the Agreement as appended, failing which shall lead to DISQUALIFICATION from further tender process.
39. Penalties:
    i. A penalty @ 1% of the monthly value of contract shall be imposed for non-rendering the services within the stipulated period, every week or part thereof for the delay in the commencement of the contract.
    ii. Penalty @ INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e. within three days of credit of salaries.
    iii. Penalty @ INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees within 3 days of deployment in office .
    iv. Penalty @ INR 100/- per person per month will be charged for not submitting the character certificate of the employees within 15 days of the deployment of personnel in department.
    v. Non-compliance of statutory norms and, terms and conditions of the Tender Document & Agreement will lead to termination of contract and forfeiture of the Bid Guarantee submitted.
40. **Arbitration Clause**: In case of any dispute arising between the Service Provider and the Regional Office, the matter shall be referred to the sole arbitrator who shall be the Regional Director, Forest Survey of India, Regional Office (Northern), Shimla. The decision of the arbitrator shall be final and shall be binding up on both the parties. The venue of the arbitration shall be Forest Survey of India, Regional Office (Northern), Shimla. Expenses, if any incurred during the proceedings of the arbitration shall be borne by the Service Provider.
41. **Jurisdiction:** If any dispute remains after the arbitration, the same shall be settled within the jurisdiction of competent court at Shimla.
42. The Successful Bidder/ Service Provider will be bound to abide by the terms and conditions laid down by FSI, Shimla and will also sign the Consent/Agreement letter and submit it to the office within stipulated time. All the terms and conditions stated in the Tender for Manpower Outsourcing Services shall be the part and parcel of the agreement unless otherwise specifically mentioned herein. This Agreement shall be prepared by service provider as per Annexure-6

43. In the event of the Service Provider desiring an earlier termination of the contract, he/she shall have to give three months advance notice to the FSI. The Regional Director, Forest Survey of India, Regional Office (Northern), Shimla reserves full right to accept or reject any such offer.
44. The FSI reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

IV. COST SCHEDULE

The minimum wages to be paid to Personnel/Manpower deployed shall be dispersed by the Service Provider strictly as per below basic rates in addition to statutory EPF and ESI contribution.:-

1. Skilled (All Categories) = Rs. 781/- per day
2. Unskilled (All Categories) = Rs. 556/- per day

** Note: -The Service Provider shall be bound to make the payment as per above referred.*

V. LEGAL

1. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance and Contract Labour Act etc. in respect of the persons deployed by it in this Department.
2. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Regional Office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
3. The Service Provider shall maintain all statutory registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.
4. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by this Department.

-sd-
Regional Director
Regional Office (Northern)

TECHNICAL BID

Tender for **Deployment of Outsourced Manpower in Technical/ Non-Technical Services**" at Forest Survey of India, Regional Office (Northern), Shimla

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDERING AGENCY / FIRM / COMPANY

Sr. no.	**Particulars**	**Details**	**Document placed in Page no.**
1.	Name of the agency / firm / company		---
2.	Address of the Office of the agency / firm / company **Land Line No** **Mobile No** **Email**		---
3.	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Submitted/ Not Submitted	Page no._____
4.	Name, Designation, and details of contact person of Agency. Land Line No Mobile No Email		---
5.	Month and Year of commencement of manpower supply business.		---
6.	Statutory details of agency / firm / company (Relevant Photocopies to be submitted): 1] In case of company, registration number issued by Registrar of Companies. (or) 2] In case of Firm, Registration number of the firm (Issued by Competent Authority. 3] Permanent Account Number (PAN) Document. 4] Goods and Service Tax – Registration Certificate. 5] Valid EPF registration certificate issued by Regional Provident Fund Commissioner. 6] Valid ESI Registration certificate issued by Employees State Insurance Corporation. [**These documents are mandatory for the bids to be considered**]	 Submitted/Not Submitted Submitted/Not Submitted Submitted/Not Submitted Submitted/Not Submitted Submitted/Not Submitted Submitted/Not Submitted	 Page no._____ Page no._____ Page no._____ Page no._____ Page no._____ Page no._____

7.	Agency / firm / company should have an average annual turnover of at least Rs. 1.00 crore in last three financial years (2023-24, 2024-25 and 2025-2026) in the Manpower Outsourcing business. **Relevant supporting documents duly certified by the Chartered Accountant to be submitted.** Submit copies of the audited Balance Sheets duly certified by the Chartered Accountant and income tax returns filed for all the financial years 2023-2024, 2024-2025 & 2025-2026. [These documents are mandatory for the bids to be considered]	Annual Turnover for Financial Year - 2023-2024: Rs. _____ Annual Turnover for Financial Year - 2024-2025: Rs. _____ Annual Turnover for Financial Year - 2025-2026: Rs. _____ **Average Annual Turnover of the three FY is Rs._____** Submitted / Not Submitted	Page no._____ Page no._____ Page no._____ Page no._____
8.	The bidder should have a minimum of **three (3) years'** experience in providing manpower outsourcing services to Central Government Departments, State Government Departments, Public Sector Undertakings (PSUs), Autonomous Bodies, Statutory Bodies, or reputed private organizations as on the bid submission date. **Submit experience certificate on client letterhead certifying that the agency has at least 3 years of experience (Certificate submitted on the agency letter head will not be considered as experience certificate)**	Yes / No Submitted / Not Submitted	Page no._____
9.	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable	Page no._____
10.	The bidder shall submit an affidavit in the prescribed format (Annexure-1) on non-judicial stamp paper of Rs.100/- duly attested by a Magistrate / Notary Public stating that the firm/company has not been blacklisted, debarred, or suspended by any Central Government Department, State Government Department, PSU, Autonomous Body, or any Government organization as on the date of submission of the bid.	Submitted / Not Submitted	Page no._____
11.	Submit unconditional acceptance of the tender terms and conditions on a letter head in the prescribed format given	Submitted / Not Submitted	Page no._____

	at (Annexure – 2)		
12.	Sign all pages of the tender document that are submitted by the tenderer.	Yes / No	
13.	Local Office available in Shimla. Submit the detail in prescribed format (Annexure-3). Documentary proof of the already available Local Address Undertaking for establishing Local Office in Shimla	Yes / No Submitted / Not Submitted Submitted / Not Submitted/Not Applicable	 Page no._____ Page no._____
14.	Original Hard Copy of EMD submitted to office or not. Soft Copy of EMD uploaded in GeM portal Bid Securing Declaration form in prescribed format (Annexure-4)	Submitted / Not Submitted/Not Applicable Uploaded/Not uploaded Submitted / Not Submitted/Not Applicable	Page no._____ Page no._____
15.	**Filling of Tax**: Bidder shall submit the copies of acknowledgement evidencing filling of latest three income tax returns	Submitted / Not Submitted	Page no._____
16.	Any other information relevant to the tender		

Place: _____ Signature of Tenderer

Date: _____ Name, Address with rubber stamp

(COVERING LETTER)

(To be submitted along with technical bid on letter head)

To

The Regional Director

Forest Survey of India,

Regional Office (Northen), Shimla

Subject: Tender for "**Deployment of Outsourced Manpower in Technical/ Non-Technical Services**"

Reference: Tender Notice published in department website / GeM Portal dated _____,

Madam/Sir,

With respect to the tender notice published in above mentioned department website / GeM Portal, I / We hereby submit my / our tender in a required format. I / We will adhere to the requirements prescribed by your department. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We unconditionally accept the same without any alterations/modifications.

Yours Sincerely,

Signature:_____

Name:_____

Seal of contracting agency/firm/company

Annexure-1

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)
(To be submitted along with Technical Bid)

AFFIDAVIT

I/We (Name)_____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body as on bid submission date.

DATE, THE day of 2026

DEPONENT

ADDRESS _____

_____

_____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

DATE, THE day of 2026

DEPONENT

Annexure-2

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid)

I……. (Designation)……...……. of (Name of the Firm/Agency/ Company) …….. ..…… have read, understood and hereby unconditionally accept the terms and conditions of the tender and agreement in its entirety for the "**Deployment of Outsourced Manpower in Technical/ Non-Technical Services**" at Forest Survey of India, Regional Office (Northern), Shimla

In case of any provision of the tender is found violated, Forest Survey of India, Regional Office (Northern), Shimla shall be at liberty to reject this tender including the forfeiture of the full said Earnest Money Deposit & PBG absolutely and we shall not have any claim/right against Forest Survey of India, Regional Office (Northern), Shimla in satisfaction of this condition.

Signature of Authorized Signatory Company Seal / Stamp

Date:

Place:

Annexure-3

UNDERTAKING OF OFFICE IN SHIMLA

(On Firm/Company Letterhead)

1. I/We(Name)_____
____ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/company has an office at Shimla, Himachal Pradesh and shall maintain local office operational in Shimla till the validity of contract
The address of the office is as under (Documentary Proof of local address is enclosed):
_____
_____

OR

2. I/We (Name_____) Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) _____ do hereby solemnly affirm and declare that the individual/firm/company shall establish a local office in Shimla within 15 days of award of the contract and shall submit the documentary proof of the same within 15 days of award of contract, and shall maintain local office operational in Shimla till the validity of contract.

Authorized Signatory

Name:

Designation:

Contact No.:

Date:

Place:

Annexure-4

Bid Securing Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the 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 two 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 he 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)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

Annexure-5

DETAILS OF EXPERIENCE

(If required use separate sheet without changing the format)

Submit photocopies of the relevant Client Certificate on its Letter Head which must clearly give full details about contract period, category of employees provided and its number.

Name & Address of Client (s) (Do not use abbreviations	Period (From – To) (DD/MM/YY)	Remark s (if any)

Signature: _____

Name: _____

Seal of the Agency/firm/Company

Annexure-6

AGREEMENT

This agreement is made on _____ between the first party _____address_____ and having its registered office in the aforesaid buildings place, who is competent to sign the agreement on behalf of the first party i.e. _____ (herein after referred to as _____, which expression shall, unless repugnant to the context or meaning thereof; also include their successors, permitted assignees and legal representative) of the first party.

AND

Regional Director, Forest Survey of India, Regional Office (Northern), CGO Complex, Himlok Parisar, "Shivalik Khand", Batsely Longwood, Shimla, who is authorized to execute the agreement (herein after referred as Forest Survey of India, Regional Office (Northern), Shimla which expression shall, unless repugnant to the context or meaning thereof, also include successors and legal representatives) as the second party. Whereas, the first party i.e. _____ shall provide manpower (Skilled personnel for field work/ Un-Skilled personnel for field work / Skilled-Drivers for field work / Security Guards/ Office Clerks / Data Entry Operator / Office Attendant (MTS) / Office Attendant (Safai-wala) to Forest Survey of India, Regional Office (Northern), Shimla who is willing to get the services of _____. Now, therefore, it is hereby agreed between the two parties through this agreement to bind themselves to the following terms and conditions:

1. The contract shall not be transferred to any other sub-contractor/other person under any circumstances. In case of any sub-contracting, the Institute shall reserve the right to terminate the contract, blacklist the agency and forfeit the Bank Guarantee submitted.
2. The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. **The Service Provider shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.**
3. The Service Provider will ensure the deposition of service tax with the concerned department as applicable and submit the requisite documents to this department quarterly after the end of quarter.
4. The Department will deduct income tax/ labour-cess/ sales tax or any other govt. liability as decided by the competent authorities at source from the Service Provider at the prevailing rates of such sum. The TDS Certificate to this effect shall be issued to the Service provider by the FSI Regional Office, Shimla. The responsibility of filling the income tax timely as applicable will be on the Service Provider.
5. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the Service Provider or alleged to have been done by the Service Provider under the tender, it shall be recovered by the FSI Regional Office, Shimla from the Service Provider.

6. The Bidder should maintain local office operational in Shimla till the validity of contract for smooth laisoning with the agency. If successful bidder will open the office within 15 days of award of contract, then address proof of the same with contact number shall be required to be submitted to FSI Shimla within 15 days of award of contract. All correspondence shall be carried out with the agency with this local office only.
7. **Procedure for release of wages**:

i. The Service Provider shall pay monthly wages to its deployed staff in FSI, Regional Office, Shimla, latest by **5th** of the respective month before submitting his claim for reimbursement as per this contract agreement, after receiving attendance roll from FSI Shimla.

ii. Pay slips must be issued to all deployed outsourced personnel in accordance with the salaries remitted to the deployed outsourced accounts on next working day of salary disbursement day of every month.

iii. The Service Provider shall make payment of wages of staff on the basis of prevailing Chief Labour Commissioner (Central)-Minimum Wages. As and when, Minimum wages are revised; the enhanced rates will be paid to the workers engaged. All other allowances i.e. E.S.I., E.P.F. and GST/Service Tax etc. will be paid accordingly as per prevailing rules. The contractor shall provide full information to department in respect of the wages, allowances etc. paid to his/her employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under with monthly bill for reimbursement. ***However, the amount of service charges as approved in the bid on the basis of present prevailing wages will remain the same throughout the contract period. The amount of agreement / allotment may be enhanced after taking formal approval for this purpose from Regional Director, Forest Survey of India, Regional Office (Northern), Shimla separately. The above payment shall be made to the Service Provider on actual basis.***

iv. The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts in India, Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI/Leaves etc. with regard to the personnel engaged by firm for Regional Office.

v. The service provider shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, and shall solely be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. The service provider will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at FSI Regional Office, Shimla immediately after deployment in department.

vi. It is hereby clarified that the Employer shall reimburse/pay the Employer's and Employee contribution towards **EPF and ESI only up to the statutory wage ceiling/limits as prescribed** under the respective Acts, Rules, and Government notifications issued from time to time. This office shall reserve the right to verify the EPF and ESI statements of the deployed personnel in FSI Shimla from concerned EPR/ESI Offices.

vii. No reimbursement/payment shall be admissible towards EPF and ESI contribution on wages exceeding the prescribed statutory wage ceiling. Any contribution made by the Contractor over and above the statutory limits shall be treated as voluntary and shall be borne solely by the Contractor, and no claim on this account shall be entertained by the Employer.

8. The service provider will furnish documentary proof of deposit (person wise EPF/ESI Challan with exclusive Electronic Challan cum Return (ECR) of such contributions to the FSI Regional Office, Shimla along with wage bill of every month. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period, **payment shall not be released and the contractor shall be liable to pay penalty so imposed by the FSI Regional Office, Shimla.** In the absence of the details, the claim shall be considered incomplete and Service Charges of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein. Further, in case of any default or liability which may arise to the FSI on this account, Regional Director will be at liberty to deduct such amount from the outstanding payment of the Service Provider or from performance guarantee or any other due of the Service Provider.
9. The Service provide shall issue proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees immediately within 2-3 days of deployment in Department.
10. No request for advance payment will be entertained and offer with such conditions will not be considered.
11. A **Performance Security of 3% of offered value** in the shape of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, in favour of **Regional Director, Forest Survey of India, Regional Office (Northern), Shimla,** payable at any bank located in Shimla, shall be payable by the successful bidder. Performance Security will be returned to the bidder only on successful completion of the work after tender period. Interest will not be payable on this Performance Security. In case of termination of contract before the prescribed period due to deficiency in service by the contractor, the **Performance Security** will be forfeited.
12. The contract with the Service Provider is likely to commence from **01 December, 2026** and shall continue for a period of one year, unless it is curtailed or terminated by this Office owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.
13. The contract shall automatically expire after one year from commencement of the contract. The contract may be extended, on the same terms and conditions or with minor modifications with mutual consent for a further period not exceeding one year, only on the basis of satisfactory performance of the Service Provider.
14. The service tax/GST will be paid to the Service Provider by the FSI and the same has to be deposited with the concerned department by the Service Provider and produce the proof of deposit of service tax/GST to the FSI quarterly. In the absence of the details, the claim shall be considered incomplete and Service Charges of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein. Further, in case of any default or liability which may arise to the FSI on this account, Regional Director will be at liberty to deduct such amount from the outstanding payment of the Service Provider or from performance guarantee or any other due of the Service Provider.
15. The FSI will not provide any transport, canteen, medical facility which shall be the sole responsibility of the Service Provider. Similarly, no housing accommodation to the personnel deployed by the contractor will be provided by the FSI.

16. The Service Provider will have the responsibility to strictly adhere to workmen welfare compensatory payments as per Employee's Compensation Act, 1923 as laid down by the Government of India and the FSI will not be responsible in the event of any default.
17. The Service Provider shall furnish the following documents in respect of the persons who are proposed to be deployed in this Department :
    - List of persons with full details i.e. Name, Father Name, Bank Copy, date of birth, marital status, address, educational and professional qualification, experience etc.
    - Bio-data of the person with photograph affixed.
    - Character certificate from a Gazetted officer of the Central / State Government or last educational institution.
18. The Service Provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any other person by its personnel deployed in the Department. In case any personnel deployed by the Service Provider commits any act of omission or commission constitution misconduct or indiscipline, the Service Provider shall be liable and responsible to take disciplinary action against such worker/person including his suspension and/or dismissal from the service etc.
19. The Service Provider shall ensure proper conduct of its personnel in office premises/field, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering etc. The Service Provider will also ensure that the personnel adhere to the dress code commensurate with a government office.
20. The Service Provider shall be solely responsible for the redressing grievances / resolution of disputes relating to persons deployed. The FSI shall, in no way, be responsible for settlement of such issues whatsoever.
21. The FSI shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
22. The persons deployed by the Service Provider shall neither claim nor entitled to pay, perks and other facilities admissible to casual, adhoc, regular/ confirmed employees of this Department during the currency or after expiry of the contract.
23. Personnel deployed in department will be entitled for one day's casual leave after putting one month service and 06 day's Medical Leave vide Government of Himachal Pradesh, Finance (Regulation) Department letter no. Fin(C)-B (15)-21/2013-Loose dated 25.07.2016. He/She shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee. Casual Leave and Medical Leave shall be effective from the date of contract upto period of one year only. If contract extend beyond one year, then in this case accumulated leave shall not be carry forward to next calendar year.
24. So far as the duty hours of worker is concerned, the duty hours will normally be 0900 hrs. to 1730 hrs. for those stationed at headquarters while those engaged in field work outside Shimla there shall be no fixed timings. Field staff on Contract has to carry out field work according to the situations prevailing in the area where they are camping. Normally, the field parties go out for field work at around 0830 hrs. in the morning and return to camp by 1800 hrs. Field parties observe weekly off normally after six working days if necessitated by circumstances. Weekly off is mandatory for all as per Labour Law

25. The FSI authority will review the performances of the staff provided by the Service Provider on the last Friday of every month. The Service Provider will remain present personally or through his authorized representative. In the event of the last Friday of month happens to be closed holiday, the meeting shall take place on the next working day.
26. The FSI shall have the absolute right to increase or decrease the number of strength of contractual staff as per the requirement of the office and field work. No claim will be presented in this regard by the Service Provider or Contractual staff in the office.
27. The FSI authority reserves the right to change the deployment of the personnel from one place to another. The FSI authority also reserves the right to ask for replacement of a particular person by the Service Provider.
28. In the absence/leave of the engaged personnel from office/field, the Service Provider shall be liable to make arrangement for substitute in case of the absence of such personnel.
29. The Service Provider will be paid service charges on the total amount of wages and other charges as per the tendered rate by the Service provider which subsequently is accepted as the rate tendered by the Service Provider. **Monthly Bill in duplicate shall be raised by the Service Provider in accordance with these rates after payment of wages to the deployed personnel along with all required documents like EPF, ESI, monthly salary slip, GST statements etc. to the FSI authority. Monthly Bills shall be cleared only after verification of EPF, ESI, Salary statements etc. by the FSI authority.**
30. Unauthorized absence of personnel deployed from the duty without the approval of the Controlling Officer shall automatically lead to the termination from the duty. Contract staff shall not be entitled for contractual amount for the period of absence from duty.
31. In the event of any complaint against any deployed personnel shall be treated as misconduct and services of such personnel shall be terminated. The substitute for such personnel shall be provided by the service provider at the earliest in the field/office.
32. The Services of the deployed personnel can be utilized in field as well as in office irrespective of the category of personnel.
33. The TA/DA as approved by competent authority of Forest Survey of India will be applicable to the deployed personnel on tour and shall be directly transferred to their bank account on production of voucher/receipts duly verified by the controlling officer to the office. For field personnel on foot charges shall be paid as per prevailing rates
34. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in this Department. **The persons deployed by the Service Provider in the Department shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Regional Office, Shimla.**
35. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
    ix. Employment of Children Act
    x. Workmen Compensation Act
    xi. Contract Labour (Regulation & Abolition) Act 1970.
    xii. Minimum Wages Act
    xiii. Employee Provident Fund Act
    xiv. ESI and EPF Act

xv. GST Act & Rules Professional Tax

xvi. Any other act or legislation as may be applicable and in force from time to time.

36. **Termination of Contract**: - The contract may be terminated in any of the following contingencies: - 1.

viii. On giving one month's notice by the department.

OR

ix. On the expiry of the contract period, without any notice.

OR

x. On giving one month's notice by the Institute at any time during the tenancy of contract; in case the services rendered by the Contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for the services.

OR

xi. On Contractor being declared insolvent by the competent Court of Law without any notice.

OR

xii. Non-compliance of statutory norms and terms and conditions of the Tender Document & Agreement will lead to termination of contract.

OR

xiii. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice. "Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall continue discharging his duties as before till the expiry of notice period".

In case of termination of contract on the grounds mentioned at Sr. iii & v, above OR in case of Contractor decides to conclude the contract before the expiry of twelve months from the date of commencement of contract, Contractor shall forfeit the bank guarantee held with the department.

37. **Last Payment:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

38. All the pages of the Tender Document must be duly signed and stamped by the agency, thereby agreeing to all Terms & Conditions mentioned in the Tender Document & the Agreement as appended, failing which shall lead to DISQUALIFICATION from further tender process.

39. Penalties:

xiv. A penalty @ 1% of the monthly value of contract shall be imposed for non-rendering the services within the stipulated period, every week or part thereof for the delay in the commencement of the contract.

xv. Penalty @ INR 100/- per person per month will be charged for not giving timely Salary Slips to the employees i.e. within three days of credit of salaries.

xvi. Penalty @ INR 100/- per person per month will be charged for not giving proper strong and durable ID cards mentioning all basic details like Name, Designation, Blood Group, Date of Birth, Place of Deployment etc. to the employees within 3 days of deployment in office.

xvii. Penalty @ INR 100/- per person per month will be charged for not submitting the character certificate of the employees within 15 days of the deployment of personnel in department.

xviii. Non-compliance of statutory norms and, terms and conditions of the Tender Document & Agreement will lead to termination of contract and forfeiture of the Bid Guarantee submitted.

40. **Arbitration Clause**: In case of any dispute arising between the Service Provider and the Regional Office, the matter shall be referred to the sole arbitrator who shall be the Regional Director, Forest Survey of India, Regional Office (Northern), Shimla. The decision of the arbitrator shall be final and shall be binding up on both the parties. The venue of the arbitration shall be Forest Survey of India, Regional Office (Northern), Shimla. Expenses, if any incurred during the proceedings of the arbitration shall be borne by the Service Provider.

41. **Jurisdiction:** If any dispute remains after the arbitration, the same shall be settled within the jurisdiction of competent court at Shimla.

42. The Successful Bidder/ Service Provider will be bound to abide by the terms and conditions laid down by FSI, Shimla and will also sign the Consent/Agreement letter and submit it to the office within stipulated time. All the terms and conditions stated in the Tender for Manpower Outsourcing Services shall be the part and parcel of the agreement unless otherwise specifically mentioned herein. This Agreement shall be prepared by service provider as per Annexure-6

43. In the event of the Service Provider desiring an earlier termination of the contract, he/she shall have to give three months advance notice to the FSI. The Regional Director, Forest Survey of India, Regional Office (Northern), Shimla reserves full right to accept or reject any such offer.

44. The FSI reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

IV. COST SCHEDULE

The minimum wages to be paid to Personnel/Manpower deployed shall be dispersed by the Service Provider strictly as per below basic rates in addition to statutory EPF and ESI contribution.:-

1. Skilled (All Categories) = Rs. 781/- per day
2. Unskilled (All Categories) = Rs. 556/- per day

** Note: -The Service Provider shall be bound to make the payment as per above referred.*

V. LEGAL

5. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance and Contract Labour Act etc. in respect of the persons deployed by it in this Department.
6. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Regional Office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
7. The Service Provider shall maintain all statutory registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.

The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by this Department.

First Party **Second Party**

Witness **Witness**

1. ……. **1** ……..
……. …….
……. …….
2. ……. **2.** …….
……. …….
……. …….
3. ……. **3.** …….
……. …….
……. …….