

**Notice Inviting E-Tender Document**  
for  
**Deployment of Manpower for Technical/ Non-Technical, Security 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**

# TERMS & CONDITIONS OF THE TENDER

## I. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- 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 Departments. The duly authorized representatives of the Service Provider shall provide an undertaking that they will comply with all relevant statutory provisions including Minimum Wages Act, Employee's Provident Fund, Employees State Insurance, Service Tax and Contract Labour Act.
- ii) The service contract is likely to commence from **01 September, 2022** and would continue for a period of one year. The period of the contract, may be further extended by the Department, 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. 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.
- iii) As per present assessment, the estimated requirement of Outsourced Personnel is as under:
  - a. Field Technical Assistants = 12
  - b. Skilled = 12
  - c. Unskilled = 12
  - d. Driver = 05
  - e. Office Clerk = 04
  - f. Data Entry Operator = 01
  - g. Security Guard = 03
  - h. M.T.S. (Safai Wala) = 01

**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.*

### **The Eligibility Criteria for each position is as below:**

#### **1. Field Technical Assistant (For Field work)**

- Age: Between 18-35 years
- Educational Qualification (*vide FSI, HQ letter no. 27-106/2002-FI Vol-III-1499-1502 dated 27.07.2016*):
  - Candidates having Graduation or equivalent in any discipline from any recognized University. or
  - Candidates having Higher Secondary Qualification (10+2) from any recognized Board with minimum one (01) year experience of Forest Inventory work. or
  - Candidates having Matriculation qualification from any recognized Board with minimum three (03) years' experience in Forest Inventory work.

- Preference and age relaxation of 10 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. Skilled (For Field work)**

- Age: Between 18-35 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 10 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.

## **3. Unskilled (For Field work)**

- Age: Between 18-35 years
- Educational Qualification:
  - Matric Pass
  - Preference and age relaxation of 10 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.

## **4. Driver**

- Age: Between 18-45 years
- Educational Qualification:
  - Matric Pass
  - Light Motor Vehicle (LMV) Driving License
  - Good knowledge & Experience of driving vehicle within and outside Himachal Pradesh.

## **5. Office Clerk**

- Age: Between 18-35 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 10 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 with capability in drafting letters and correspondence.

## **6. Data Entry Operator**

- Age: Between 18-35 years
- Educational Qualification:
  - Graduate with certificate or diploma in computer and one year experience in operation and computer maintenance or higher secondary (10+2) with certificate or diploma in computer and three years' experience in operation and computer maintenance.
- Preference and age relaxation of 10 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.

## **7. Security Guard**

- Age: Between 18-45 years
- Educational Qualification:
  - 8<sup>th</sup> Pass
- Preference and age relaxation of 10 years will be given to Ex-Servicemen and those candidates who have experience of working as Security Guard in any Government Department for a period of at least 5 years.

## **8. MTS (Safai-Wala)**

- Age: Between 18-50 years
- Educational Qualification:
  - 8<sup>th</sup> Pass

## **II. TECHNICAL REQUIREMENTS FOR THE TENDERING BIDDER**

The tendering Bidder should fulfill the following technical specification:

1. The Bidder should be a registered Agency with a valid license under the provision of Contract Labour Act 1970.
2. The Registered Office or one of the Branch Office of the Bidder should be located in the Shimla, Himachal Pradesh.
3. Bidder should have at least three years' experience in providing manpower to private and/or public sector Company/Banks and Government Departments etc., preferably in general administration.
4. Bidder should have its own Bank Account.
5. Bidder should be registered with Income Tax and Service Tax departments.
6. Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
7. The tendering bidder is required to enclose photocopies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:

- Certificate of incorporation (Attach attested copy)
  - PAN/GIR No. (Attach attested copy)
  - Service Tax Registration No. (Attach attested copy)
  - E.P.F. Registration No. (Attach attested copy)
  - E.S.I. Registration No. (Attach attested copy)
  - Give details of the major similar contracts related to provision of manpower services handled by the tendering Bidder on behalf of PSUs and Government Departments during the last three years. (Attach attested copy).
  - The Bidder shall submit affidavit stating that the Agency is not / has not been black listed by any Ministry/Department of Government of India, Private Sector Companies/PSUs/Banks etc.
  - Bidder Agency balance sheet of last three financial years duly audited (Year 2019-20, 2020-21 and 2021-22).
  - EPF and ESI Challan Certificate for the year 2019-20, 2020-21 & 2021-2022 deposited.
  - Undertaking of annual financial turn over which should not be less than Rs. 1 crore during the last three years
  - Challan of Services Tax paid by the Bidder company during the Financial Year 2019-20, 2020-21 & 2021-22 should be enclosed as a proof, which will be checked as a proof of annual turnover.
  - List of three Central Government Offices where the firm is providing manpower currently and certificate from the Central Government may be enclosed.
08. 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.
09. Conditional bids shall not be considered and will be summarily rejected.
10. The competent authority in the FSI, Regional Office (Northern), Shimla reserves the right to annul any or all bids without assigning any reason.
11. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- 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.*

## **II. GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL BIDDER**

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

1. The Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.
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. Service Provider will ensure the deposition of service tax with the concerned department as applicable and submit the requisite documents.
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. The responsibility of paying the service tax 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 Regional Office from the Service Provider.
6. **Procedure for release of payment:** The Service Provider shall pay one-month wages to its Contractual Staff latest by 5th of the respective month before submitting his claim for reimbursement as per this contract agreement.
7. No request for advance payment will be entertained and offer with such conditions will not be considered.
8. **Security Deposit:** The Service Provider will submit an earnest money of Rs.5,00,000/- (Rupees Five lakh) only in the shape of Bank Guarantee or any other form as Security. The FSI shall have absolute rights and power to forfeit the said security deposit, in case of breach of any clause of the contract without any prior notice and no claim whatsoever of the contractor on this account shall be entertained. The Security Deposit shall be released in full only after receiving NOC from FSI authorities in the event of completion of the contract, or otherwise, if no dues are recoverable from the Service Provider.
9. The contract with the Service Provider is likely to commence from **01 September, 2022** 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.
10. 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.
11. The Service Provider shall make payment of wages of staff on the basis of prevailing minimum wages of Himachal Pradesh State. 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.  
*However, the amount of GST/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 will automatically 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.*
12. 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.
13. 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. (Copy enclosed) with regard to the personnel engaged by him for Regional Office.
14. 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.
  15. 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.
  16. The payment of EPF, ESI & Service tax will only be released after submission of the certified copy of the CRRN/Online statement to the Regional Office.
  17. The Service Provider at his own level shall get EPF and ESI Nos. allotted for the Staff engaged from the RPF commissioner and shall also submit regular EPF and ESI Nos. of its employees before the submission of first bill for reimbursement.
  18. The claim must be supported by proof of Service Provider having deposited EPF/ESI contributions and Service Tax (or any other Govt. liabilities) relevant to the preceding month of the personnel's deployed by the Service Provider along with detail of such workers in the Performa prescribed under EPF and Miscellaneous Provision Act 1952 in respect of whom the remittances have been made. 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.
  19. The personnel deployed by the Service Provider should not have any adverse police record & should have good character. The contractor & his staff will be subjected to security regulations & police verification as applicable.
  20. The Service Provider shall furnish before the commencement of work, 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. 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 or police authorities.
    - Certificate of verification of antecedents of the persons by local police authority.
  21. The Service Provider shall provide identity cards to the personnel deployed in the Department carrying recent photograph of the personnel and personal information as to name, date of birth, designation and identification mark etc.
  22. 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.

23. 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.
24. 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.
25. 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.
26. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this Department during the currency or after expiry of the contract.
27. Personnel's deployed i.e. FTA / Skilled / Unskilled / Driver / Office Clerk / Data Entry Operator / Security Guard / MTS (Safai-Wala) will be entitled for one day's casual leave after putting one month service and 10 day's Medical Leave vide Government of Himachal Pradesh, department of Personnel (AP-III ) letter no. Per (AP)-C-B(2)-1/2012 dated 17.08.2012 (Copy enclosed). He/She shall not be entitled for Medical Reimbursement and LTC etc. No leave of any other kind except above is admissible to the contractual appointee. Provided that the un-availed Casual Leave and Medical Leave can be accumulated upto the Calendar Year and will not be carried forward for the next Calendar Year.
28. So far as the category 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.
29. The FSI authority will review the performances of the staff provided by the Service Provider on the last Friday of the 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.
30. 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.
31. 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.
32. The FSI authority shall sanction no leave of any kind to any personnel. The Service Provider shall be liable to make arrangement for substitute in case of the absence of such person.
33. 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. Bill shall be raised by the Service



Provider in accordance with these rates on every 1<sup>st</sup> day of the subsequent month and submitted for payment to the FSI authority.

34. Unauthorized absence of person 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.
35. Contractual staff will be entitled to TA/DA on tour in connection with his/her official duties vide Forest Survey of India, Dehradun Letter No 2-2/2020.Ac-11 dated 19.01.2021 (Copy enclosed).
36. 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.**
37. **Dispute Resolution:** Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the Head of Department i.e. Regional Director, FSI, Shimla. Further, if any dispute is not settled amicably, the same shall be referred to the sole arbitrator located at Shimla to be appointed by the Regional Director, FSI, Shimla. The award given by the arbitrator shall be final and binding on both the parties.
38. 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.
39. 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.
40. 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 salaries to the Personnel/Manpower deployed shall be paid by the Service Provider. The present salary to be paid to the contractual staff along with EPF Employer Contribution 13% and ESI Employer Contribution 3.25% for various categories have been given in the Table below (may be revised as per the revision of Minimum Wages of Himachal Pradesh):

1. Field Technical Assistants	= Rs. 483/- per day
2. Skilled	= Rs. 396/- per day
3. Unskilled	= Rs. 350/- per day
4. Driver	= Rs. 411/- per day
5. Office Clerk	= Rs. 396/- per day
6. Data Entry Operator	= Rs. 396/- per day
7. Security Guard	= Rs. 383/- per day
8. MTS (Safai Wala)	= Rs. 350/- 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.

Regional Director