

APPLICATION LETTER (Specimen)

The Dy. Director General of Meteorology
Regional Meteorological Centre
L.G.B.I Airport, Guwahati – 781015

Subject: Tender for supply of Security Guard & unskilled House keeper through outsourcing for M.O. Pasighat.

Dear Sir,

In response to your tender inviting notice for the above-mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl.No.	Description	Particulars
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	ESI and PF Code allotted by PF Commissioner Govt. of Assam with photo copy of certificate	

Having acquired the requisited information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Regional Meteorological Centre, Guwahati, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to **undertake to supply of Security Guard & UNSKILLED House keeper THROUGH OUTSOURCING strictly in** accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers rate should be quoted as per cental labour commission(CLC) in the context of North East State. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep this office indemnified of any claim/damages that RMC, Guwahati have to pay with respect to the service and the deputation of any workers to the Office.

The RMC, Guwahati reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The RMC, Guwahati further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

Thanking you,

Yours faithfully,

(Name)

Signature

Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the Tender is awarded



**Government of India
Ministry of Earth Sciences
India Meteorological Department
Regional Meteorological Centre
L.G.B.I Airport, Guwahati – 781015**

File NO :-GSMB(Security)-12160/B/

Dated: 18/12/2017

TENDER NOTICE

FOR


SUPPLY OF Security Guard & UNSKILLED House keeper THROUGH OUTSOURCING.

REGIONAL METEOROLOGICAL CENTRE, GUWAHATI invites sealed tenders under two-bid system from reputed and experienced agencies for **SUPPLY of Security Guard & UNSKILLED House keeper THROUGH OUTSOURCING** for
M. O. Pasighat.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and another Sealed Cover-II containing "Financial Bid" should be further placed in a third sealed cover super scribed "Tender for SUPPLY OF Security Guard & UNSKILLED House Keeper THROUGH OUTSOURCING" and should reach to office by 1500 hrs on or **before 09th January,2018**. The technical bids shall be opened on the last day of receipt of bids at **1630 hrs in the conference room of office** in the presence of authorised representatives of bidders. After technical evaluation of bids, the financial bids shall be opened of only those bidders who qualify in technical evaluation for which check-list is given in Annexure-IV. The intimation of opening of financial bids shall be given over phone to technically qualified bidders. They are advised to write their current phone number in the technical bids/attendance sheet at the time of opening of technical bids. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from RMC website www.imdguwahati.gov.in in tender section.

The criterion of selection as well as rejection is defined in Annexure – 'A' of the tender document. The bid shall remain valid for 180 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the RMC website www.imdguwahati.gov.in

Note: This notice is a part of Tender Document.


20-12-2017

(B.C. DAS.Met-B)

for Dy. Director General of Meteorology

R.M.C Guwahati

TENDER DOCUMENT

**Sub:TENDER FOR SUPPLY OF Security Guard & UNSKILLED House Keeper THROUGH OUTSOURCING
FOR M. O .Pasighat.**

ENVELOPE-1: TECHNICAL BID (In separate sealed Cover-I super scribed as Technical Bid)

**Name of the work: Contract for SUPPLY OF SECURITY GUARD & UNSKILLED HOUSE
KEEPER THROUGH OUTSOURCING at M . O . Pasighat.**

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 03 years' experience in these fields and shall submit the self-attested

copies of the following documents along with the tender documents:

- a) PF Registration with PF code number.
- b) ESI Registration
- c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. of Assam).
- d) Details of works of similar nature carried out in Central/State Govt bodies/Department/PSUs/
Autonomous bodies/industries/factories/or other similar organization in the last 3 years ending
on 31st March 2017.
- e) Proof showing at least one currently valid contract in similar field.
- f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31st March
2017 duly certified by CA.
- g) List of Arbitration cases (if any)
- h) Copies of certificates/allotment letter of GST Number and PAN Number.
- i) Details of managerial, supervisory and other staff
- j) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification
and experience for deployment at difference office under Regional Meteorological Centre, Guwahati.
- k) Copy of Last income tax return.
- l) Other documents as mentioned in check-list (Annexure-IV).

2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.

- 3.** Approximate number of Security Guard & UNSKILLED House keeper required at M . O . Pasighat is given in Annex-I. The actual number may vary as per the requirement of the M . O . Pasighat.
- 4.** Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as per Annex-II.
- 5.** General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in Annex-III and the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them .
- 6.** Tenderer/bidder shall submit details as per check-list given in Annex-IV along with Technical Bid.
- 7.** The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
- 8.** The bidder should have an office in the Guwahati/District of Assam.
- 9.** There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). The firm should give such an undertaking with their bid.
- 10.** The bid shall be valid and open for acceptance of the Competent Authority of RMC, Guwahati for a period of 180 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
- 11.** An agreement shall be signed with the successful bidder as per specimen enclosed.
- 12.** Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
- 13.** All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
- 14.** The sealed tender should have sent by post or be dropped in the Tender Box kept at RMC, Guwahati office.
- 15.** Tenders received late (including postal delay)/in open condition/not meeting the tender condition/incomplete in any respect are liable to be rejected.
- 16.** Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
- 17.** The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.
- 18.** No party shall be permitted to tender for work in the RMC, IMD in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the RMC. Any violation of this condition which comes to the Notice of the RMC, IMD after the contract is awarded will entitle the RMC to treat the outsourcing agencies as having committed a breach of contract and to exercise all the rights and remedies available to the RMC on account thereof.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. Terms & conditions (each page must be signed and stamped with the seal)

2. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non-submission of any of the documents above will render the bid to be rejected.

SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING REQUIRED AT**M . O PASIGHAT.**

Approximate number of skilled Security Guard(Without Arms) & Unskilled House Keeper through outsourcing.

Sl. No.	Name of the station	Required Number of personnel	Description
01	M. O . PASIGHAT.	03 nos.	Security Guard (Without Arms) Ex-serviceman
02	M. O . PASIGHAT	01 nos.	Unskilled House Keeper (Preferably High school who can read & write.
TOTAL		04 NOS	

Legend

Airport Meteorological Station

AMO – Airport Meteorological Office

M O – Meteorological Office

M C – Meteorological Centre

RMC – Regional Meteorological Centre

Details of other organizations where such contracts undertaken during last three years (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

Sl.No.	Name & Address of the organization contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries/NGOs etc. (pl specify)	Amount of contract	Reason for termination (if currently not valid)

This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for **supply of Security Guard & UNSKILLED House keeper THROUGH OUTSOURCING.**

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered with the Regional labour Commissioner (Govt. of Assam) under provisions of contract labour Act and its validity date	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA.	Yes/No	
3.	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of Assam.	Yes/No	
4.	Copy of Registration certificate/allotment letter of GST number.	Yes/No	
5.	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6.	Registration certificate of ESI enclosed	Yes/No	
7.	Proforma as per annexure –II containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	Financial/Price bid proforma completed & sealed in separate envelope	Yes/No	
9.	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write “Not Applicable”.	Yes/No	
10.	** Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at RMC, offices	Yes/No	
11.	Acceptance of terms and conditions (as per annexure-III) attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
12.	Copy of last income tax return	Yes/No	
13.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
14.	(Office address in State of Assam/ Guwahati Distt.	Yes/No	
15.	At least one currently valid contract for similar work.	Yes/No	
16.	Undertaking to the effect that the workers to be deputed in RMC shall be trained and qualified as per terms and conditions of the agreement.	Yes/No	
17.	Undertaking to the effect that the personnel deputed to RMC shall have been screened by police verification.	Yes/No	
18.	Undertaking to the effect that sufficient ‘leave reserve’ of personnel shall be maintained by the Agency	Yes/No	
20.	Proof of earlier completed similar works within last three years with value not less than 1.5 times the amount to be quoted to RMC, duly certified by Chartered Accountant	Yes/No	
21.	Proof of Annual Financial Turnover for a value equal to or more than three times the amount to be quoted to RMC, Guwahati duly certified by Chartered Accountant	Yes/No	

** The selected bidder has to submit within 10 days of award of contract the attested photocopies of qualifications/experience of all the required persons whom he deploys at this office. Failing which the tender may be awarded to the next qualified lowest bidder for which the L-1 shall be solely responsible.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. Terms & conditions (each page must be signed and sealed

2. Financial/price Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Date:

Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non-submission of any of the information above may render the bid to be rejected
(To be made on Rs.50.00 Non-Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand Seventeen between **Regional Meteorological Centre, Guwahati** as one part, hereinafter called RMC and M/s _____ Agency for providing SECURITY GUARD & **UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING** on the other part.

WHEREAS **RMC, Guwahati** is desirous to engage the Agency for providing SECURITY GUARD & **UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING** for M.O.Pasighat on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in RMC offices. The RMC shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at RMC offices. The RMC shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months' notice on either side.
5. In case of non-compliance with the contract, the RMC, Guwahati reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 10% of the total annual value of contract.
6. Security deposit equal to 5% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in RMC and its sub ordinate offices by 7th of every month in presence of official of RMC, deputed for the purpose. Further the agency while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employers and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.
8. The personnel provided by the Agency will not claim to become the employees of RMC (IMD) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in RMC.
9. The agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
10. Decision of RMC in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

11. The Agency shall be responsible for providing Uniform and Identity Cards to their workers.

12. In case of any dispute between the Agency and RMC, Guwahati shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Guwahati.

13. Forfeiture of Security Deposit (Performance Guarantee): -Security Deposit (Performance Guarantee) shall be forfeited, If services are not provided up to the satisfaction of RMC, Guwahati.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Guwahati in the presence of the witness:

REGIONAL METEOROLOGICAL CENTRE, GUWAHATI

Witness: 1.

2.

AGENCY

Witness: 1.

2.

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING

(Annexure to Agreement).

A. SCOPE OF WORK: SUPPLY of SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING at M.O.Pasighat by deploying required number of outsource personnel.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of twelve months commencing from the date of signing the contract which may be extended further for a period of another twelve months with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two months' notice in writing by either party to the agreement.

2. The Contracting Agency shall render the following services to M.O.Pasighat:

(a) To SUPPLY OF SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING at M.O.Pasighat. Addressed as earlier. The supplied manpower should be competent enough to execute the office work assigned to them.

(b) **The SECURITY GUARD would be engaged for the following job:-**

- 1) Security Services for the entire office premises.
- 2) Round the clock duty.
- 3) Security personel should be vigilance during their duty hours.
- 4) Each Security personnel should performed Eight hours duty per day.
- 5) They should not damage any office property.
- 6) They will follow instructions of the designated officer for their duty as and when necessary which are not mentioned above.
- 7) No leave of any kind(C/L, E/L, M/L, R/H, C/H, or NH) will be granted by IMD. For any kind of leave Security personel should contact their parent agency and the agency should arrange replacement immediately.
- 8) No payment will be made for absence from duty. If the period of absence exceeds 2(TWO) days in a month, a penalty@ twice the day charges will be imposed and deducted from the respective monthly bill.
- 9) They should report to the designated officer who will mark presence in the attendance register on arrival and departure.
- 10) The payment to the Security personel should be made through their individual bank Accounts and proof of payment is to be submitted to this office every month.

C) The UNSKILLED HOUSE KEEPER would be engaged for the following job:-

- 1.Regular /daily dusting /cleaning of all thefiles /furniture office equipment's etc.
2. Regular dusting/cleaning of racks,storage spaces, windows, wall fans switch boards and removing of cobwebsetc.on ceiling roof/wallsetc. removal of garbage so as to maintain general cleanliness and hygiene in office.

3. Distribution of office Dak & files of general nature among the offices.

4. Storage of fresh drinking water and serving to staff and visitors. Making arrangement for tea, coffee (preparing and serving) and arranging snacks etc. during the meetings and routinely to the officers of TERM cell and other official visitors/representatives.

5. Any other physical work that may be assigned from time to time.

6. Unlocking/Locking of rooms of the office.

7. VOR arrangement for Guest.

8. Xeroxing of official's documents.

9. File/Letter/Other Material movement from one section to another section.

10. Packing of materials/ letters for dispatch.

11. Dispatch/Collection of letters/Parcel etc to Post Office/other departments.

12. Dusting of standards/books/files stocked in stores, Library, departments at offices.

13. Movement of files, wooden and steel furniture from one section/building to another.

14. Unforeseen manual jobs emanating from time to time.

3. The working hours will be as under

For House Keeper.

a) 8 (Eight) Hours Monday to Saturday and Sunday is holiday on account of being weekend days. They may also be called on Sundays as and when required for which extra payment per person per day basis will be given.

For Security Guard

b) Each Security personnel should performed Eight hours duty per day(Round the clock duty)

4. The personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.

5. The personnel deployed shall be smartly dressed in Agency's proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.

6. The outsourcing agency shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations **including weekly off and working hours.** The Outsourcing agency shall **pay the wages to the personnel on or before the 7th of every succeeding month,** irrespective of delay in payment of Bill by the RMC for whatever reason. The rate should be quoted as per CLC in the context of North East State. The outsourcing agency shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Outsourcing agency shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at RMC, Guwahati and its subordinate offices, and in case of any difference in the amount for which documentary evidence has not been provided, RMC, Guwahati has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI & EPF amount in the account of respective worker, it shall be the sole responsibility of the outsourcing agency to comply with all prescribed provisions of Labour rules/Laws/Act. Further the agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

a) The payment of wages Act 1936

b) The Employees Provident Fund Act, 1952

- c) The Factory Act, 1948
- d) The Contract Labour (Regulation) Act, 1970
- e) The Payment of Bonus Act, 1965
- f) The Payment of Gratuity Act, 1972
- g) The Employees State Insurance Act, 1948
- h) The Employment of Children Act, 1938
- i) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

7. Replacement of personnel as required by the RMC, Guwahati will be effected promptly by the outsourcing agency; if the outsourcing agency wishes to replace any of the personnel, the same shall be done **after prior consultation/approval of the RMC, Guwahati**. The full particulars of the personnel to be deployed by the outsourcing agency including the names and address shall be furnished to the RMC, Guwahati along with testimonials before they are actually deployed for the job. However with respect to substituted personnel, payment of their ESI & EPF will be considered by the RMC, Guwahati subject to documentary evidence provided by the outsourcing agency in this regard. The same terms and conditions of agreement shall also be applicable to the substitute worker, and the outsourcing agency shall have to submit the complete details including EPF and ESI account of such worker.

8. In case of any loss that might be caused to the RMC, Guwahati due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the RMC, Guwahati shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the RMC, Guwahati besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the outsourcing agency, the RMC, Guwahati shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

9. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the Outsourcing agency.

10. That Outsourcing agency's authorized representative(Owner/Director/Partner/Manager) shall personally contact in charge of the Administration Dept. at RMC, Guwahati at least once a month to get a feedback on the services rendered by the outsourcing agency viz-aviz corrective action required to make the services more efficient or any other related issues.

11. In the event of contract personnel being on leave/absent, the outsourcing agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the outsourcing agency shall make provision for leave reserve

12. The successful bidder would have to deposit an amount of 5% of Annual contract of value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of Regional Meteorological Centre, Guwahati which would remain with RMC during the contract period and no interest shall be payable on the Security Deposit amount.

13. The outsourcing agency shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by the RMC, Guwahati at any other point of time.

14. If at any point of time it comes to the notice of the RMC, Guwahati that **the contract personnel deployed are different from the list provided (with attested photographs)**, RMC, Guwahati will be well within its right to impose penalty not exceeding 10 % of the monthly wages payable to outsourcing agency for each such personnel identified . In addition to penalty clauses, the RMC, Guwahati is at the liberty to levy liquidated damages, which may be up to 10% of monthly bill, for defaults on the part of the outsourcing agency..

- 15.** The contract personnel deployed by the outsourcing agency shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the RMC, Guwahati shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
- 16.** The outsourcing agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the RMC, Guwahati. In the event, RMC, Guwahati makes any payment or incurs any liability, the outsourcing agency shall indemnify the RMC, Guwahati completely.
- 17.** In case of any dispute arising out of this agreement then the Competent Authority shall nominate any officer of the RMC, Guwahati a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
- 18.** In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Guwahati High Court will have the jurisdiction to settle and decide all the disputes.
- 19.** Income Tax TDS and GST as per rules shall be deducted from the bills of the outsourcing agency as per applicable laws.
- 20.** As and when the RMC, Guwahati requires additional contract personnel on temporary or emergency basis, the outsourcing agency will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the RMC, Guwahati.
- 21.** Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 22.** In case the RMC, Guwahati suspects or finds any work is entrusted to any sub outsourcing agency on piecemeal basis or on regular terms, the RMC, Guwahati reserves the right to terminate the contract without assigning any reasons.
- 23.** Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which outsourcing agency has to engage extra personnel.
- 24.** The outsourcing agency will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
- 25.** The outsourcing agency should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the RMC, Guwahati at all times. Indicative list of such records is given for example:
- (a) Register for Workmen,
 - (b) Employment card (to be issued to workers),
 - (c) Muster Roll,
 - (d) Register for wages,
 - (e) wage slip,
 - (f) OT register etc.
- 26.** The outsourcing agency should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel at RMC, Guwahati as per Contract Labour Act within a period of one month from the date of award of contract by the RMC, Guwahati.

27. The outsourcing agency shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State Govt. of Assam from time to time, as applicable during the contract period. As and when the wages are revised by the State Govt. of Assam, the revised wages shall be paid by this office.

28. The outsourcing agency should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of RMC, Guwahati at a place and time notified for the purpose.

29. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.

30. The Outsourcing agency should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules

31. The RMC, Guwahati reserves its rights to withhold bills, if the outsourcing agency fails to produce proof for having remitted the ESI/PF dues. The payment for successive months will be released on receipt of the evidence of deposition of ESI/PF in the worker's account for previous month.

32. The Outsourcing agency has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-outsourcing agency or the labourers. If there is no such thing, the outsourcing agency has to give an undertaking to this effect.

33. If any of the personnel of the outsourcing agency indulges in **theft or any illegal/irregular activities, misconduct, the outsourcing agency will take appropriate action** as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the outsourcing agency in any case.

34. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the RMC, Guwahati will be considered applicable at the time of any dispute/following any statutory rules.

35. Contract Agreement should be executed within 21 days of the issue of letter of acceptance. Non-fulfilment of this condition of executing a contract by the outsourcing agency would constitute sufficient ground for annulment of the award.

36. Late bids i.e. bids received after the specified date and time of receipt, shall not be considered.

38. The resultant contract will be interpreted under Indian Laws.

39. **In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:**

Total Monthly Remuneration A,

Where A, = Monthly Remuneration X No of days of absence

Nos. of days in the month

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between RMC, Guwahati and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

The criterion of selection as well as rejection.

1. The outsourcing agency will demonstrate to the RMC, Guwahati the following to be able to qualify for consideration at the stage of technical evaluation: i.e. Only those Bid(s) shall be treated as responsive bid(s) which fulfills all the criterion/parameters as mentioned below:

(1) At least three years standing in the field

(2) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries/NGOs etc. during last 3 years.

(3). At least one currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.

(4) Submission of all documents mentioned in check-list (Annexure-IV).

(5) Conditional bid, if any shall be rejected.

2. Incomplete tenders would be rejected. Further, the rejection criterion is mentioned in Annexure-IV [check-list].

3. Bid process shall be cancelled in the event of receipt of single responsive bid. Tendering process shall be finalized only when there are at least two responsive bids.

Note: Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Evaluation of these parameters shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence. In a normal situation, the contract shall be awarded to the lowest responsive bidder. However, mere Lowest rates is not the sole criteria of selection. RMC, Guwahati is not bound to accept the lowest rates. Without affecting the sanctity of the above criterion, RMC, Guwahati has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of work of RMC, Guwahati.

4. Preference may be given to the outsourcing agency(s) having valid Quality System Certificate as per ISO 9001, in case of same rate.

5. RMC, Guwahati reserves the right to accept or reject any or all bids without assigning any reasons.

6. RMC, Guwahati also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

7. The date of opening of financial bid shall be informed to all bidder who were present during technical bid opening. They are advised to write their mobile or any other contact number in the attendance sheet on the day of technical bid opening.

8. Any bidder who is not satisfied with the conditions of the contract, bidding conditions, bidding process or the rejection criteria may represent to DDGM of RMC, Guwahati mentioning his arguments etc. before the last date of receipt of tender but not later than the opening of financial bids.

ENVELOPE- 2: PRICE BID

**Sub: ANNUAL CONTRACT FOR SUPPLY OF SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH
OUTSOURCING AT M.O.PASIGHAT.**

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.

2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Super scribed "**Envelope -2 Price bid- "ANNUAL CONTRACT FOR SUPPLY OF SECURITY GUARD &
UNSKILLED HOUSE KEEPER THROUGH OUTSOURCING"**"

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope 2")

Name of the work: Contract for SUPPLY OF SECURITY GUARD & UNSKILLED HOUSE KEEPER THROUGH OUT SOURCING AT M. O. PASIGHAT.

Sl. No	Office Name	Description	Rate/Wages per month per person.	PF *	ESI *	GST	Any other charges	-----	Outsourcing agency's profit (service charge)	Total per person per month
1.	M.O.PASIGHAT									
		Unskilled House keeper.								
			Rate/Wages per month per person.	PF *	ESI *	GST	Any other charges	HRA	Outsourcing agency's profit (service charge)	Total per person per month
		SECURITY GUARD.								

. Bidders are advised to take into account all other factors of payments (like weekly off, national holidays, over time etc.) while quoting their rates.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. No other charges would be payable by RMC, Guwahati

2. There would be no increase in rates during the contract period except provision under the terms & conditions.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

(Each and every page of price bid need to be signed and stamped by the outsourcing agency/firm)