



क्षेत्रीय प्रशिक्षण संस्थान
भारतीय लेखा तथा लेखापरीक्षा विभाग
पूर्वोत्तर क्षेत्र : लछतलेत कम्पलेक्स, शिलांग - 793003
दूरभाष : 2222594, 2504048

REGIONAL TRAINING INSTITUTE
INDIAN AUDIT & ACCOUNTS DEPARTMENT
N.E. REGION : LACHATELETTE COMPLEX
LAIUMKHRAH, SHILLONG - 793003
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दिनांक :
Date : **22 MAR 2023**

RTI/SHG/Tender/2022-23/1935

NOTICE INVITING TENDER

Regional Training Institute (Indian Audit & Accounts Department) NE Region, Meghalaya, Shillong invites the following sealed quotations only from reputed local firms, holding KHADC issued valid trading license and providing similar service to other Central/State Government organizations located in Shillong, for outsourcing in the O/o the Director General RTI, Shillong for the period from 01.04.2023 to 31.03.2024.

Sl. No.	Outsource manpower	No. of personnel
1.	Multi-Tasking Staff	07
2.	Drivers	02
3.	Data Entry Operator	01

The sealed quotations addressed to the Director General, Regional Training Institute (IA&AD), Lachatelette Complex, Laitumkhrah, Shillong-793003 should reach this office by 10 April, 2023.

The following points may be observed during submission of sealed quotations by the bidders:

- i. The bidders are advised to go through the separately attached Terms and Conditions for MTS (Annexure I), Drivers (Annexure II) and DEO (Annexure III) carefully before submitting the tenders.
- ii. **Bidders are also advised to submit tenders separately for MTS, Drivers and DEO.**
- iii. Tenders not sealed and received after due date and time will be summarily rejected. While sending tender it must be clearly indicated on each envelope "TENDER FOR PROVIDING OUTSOURCED SERVICES OF (MTS/DRIVERS/DEO) IN RTI, SHILLONG".
- iv. The sealed tenders should be dropped in the Tender Box kept at RTI, Shillong by 5:00 P.M. of 10 April, 2023.
- v. Tenders will be opened on 11 April, 2023 at 11:00 A.M. Interested bidders can be present at the time of opening. In case 11 April, 2023 is a closed holiday due to unforeseen circumstances, the tender shall be opened on the next working day at the same time and venue.
- vi. Bidders should also submit the following documents along with each bid for MTS, Drivers and DEO:
 - a. Valid Registration of firm/company, along with registration certificates for GST, EPF, ESIC, MSE, Labour etc.

- b. Valid Trading License issued by Khasi Hills Autonomous District Council (KHADC) under the United Khasi-Jaintia Hills District (Trading by Non- Tribals) Regulation, 1954 and United Khasi-Jaintia Hills District (Trading by Non-Tribals) Rules, 1959 (as amended), or declaration of exemption with supporting documents.
- c. IT returns of the last three years (2019-20, 2020-21, 2021-22) duly certified by Chartered Accountant.
- d. Undertaking that the bidder:
1. has read and agreed to all the terms and conditions and will abide by them.
 2. will not indulge in any unethical practices.
 3. will not charge any money/fees/deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and, to be deployed at RTI, Shillong's site.
 4. will diligently remit all the statutory dues and obligations such as EPF, ESIC, GST, taxes, etc., timely and submit a copy of challan/receipts/proof to RTI, Shillong along with the next bills.
- vii. Financial Quotations are to be submitted separately for MTS, Drivers and DEO in the following format:

Sl. No.	Total monthly wages (Min. Daily Wage*No. of Days*No. of Personnel)					Service Charge		Total EPF	Total ESIC	GST @18%	Total
	Category	Min. Daily Wage	No. of days	No. of staff	Amt.	Rate	Amt.				
(i)											
Grand Total for 12 months											

*Classification of category for each outsourced manpower is:

- (a) MTS – Unskilled
 (b) Drivers – Skilled
 (c) DEO – Skilled.

Memo No. RTI/SHG/Tender/2022-23/1935

Copy forwarded to:-

1. Core Faculty (IT) for uploading in office website and CPPP.


Sr. Audit Officer (Admn)

22 MAR 2023


Sr. Audit Officer (Admn)

ANNEXURE-I

Terms & Conditions for providing Multi-Tasking staff Manpower Services at RTI, Shillong

1. For executing the contract, the Service Provider should possess **valid Trading License** issued by the Khasi Hills Autonomous District Council (KHADC) under the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Regulation, 1954 and the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Rules, 1959 (as amended); or declaration of exemption with supporting documents.
2. The Service Provider should have at least **five years** of experience in providing similar services to State/Central Government organizations located in Meghalaya, preferably in Shillong.
3. The Service Provider shall ensure that all the relevant licenses/registrations/permissions which are required for providing the services under this Agreement and are mentioned in the Notice Inviting Tender (NIT), are valid during the entire period of the Agreement; failing which RTI, Shillong can take appropriate action including imposition of deductions and termination of contract.
4. The Contract will be valid **w.e.f. 01.04.2023 to 31.03.2024**. The termination or extension of the agreement shall be with the approval of the Director General, RTI, Shillong.
5. The Agreement has been drawn against the minimum wages as prescribed by the Government of India, Ministry of Labour & Employment, O/o the Chief Labour Commissioner (C), New Delhi vide **Order No. F.No.1/16(3)/2022-LS-II dated 28.09.2022**.
6. The Service Provider shall initially enroll and continue to engage the existing seven (07) outsourced MTS manpower staff in Office of the Director General, RTI, Shillong as follows:

SI No.	Designation	Category	Education al qualification	No. of persons	Duties and responsibilities
1.	MTS	Unskilled	Class X passed	7	MTS related duties

7. The number of manpower required to be engaged shall be liable to be changed as per the requirement of RTI, Shillong.
8. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to RTI, Shillong's premises/designated premises in the stipulated timeline (given in brackets) of employment of the manpower:
 - a. Letter of deployment of each manpower (at the time of deployment);
 - b. Biodata/Resume with details of antecedents' (at the time of deployment);
 - c. Identity cards issued by Service Provider bearing photograph and signature of the manpower (within 8 days of joining);
 - d. Identity proof and residential proof (at the time of deployment); and
 - e. Copy of police verification certificate (within a month of deployment).
9. The Service Provider must ensure that children below the age of 14 years are not deputed for employment.
10. The Service Provider shall be paid monthly wages for each outsourced manpower as per the rate agreed to, along with the EPF and ESI contributions, Agency Service Charge and GST, at the applicable rates from time to time.
11. The Service Provider will submit the bill for payment on the 25th of every month and RTI, Shillong will release payment by the 10th of the following month.

12. The Service Provider is to mandatorily deposit Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions for each employee employed along with the employees' share at the end of each month (preferably online payment of EPF and ESI contribution) to the concerned authorities and pay applicable GST, etc., to the concerned Department. Proof of deposit of the above statutory amounts of EPF, ESI and GST are to be submitted to RTI, Shillong the following month together with the monthly bill of claim.
13. If any undue or inadvertent over payment /excess payment is made at any point of time by RTI, Shillong to the Service Provider, RTI Shillong reserves the right to deduct/recover the overpayment/excess payment from the subsequent bill or from the performance security.
14. No advance payment for wages shall be made to the Service Provider. Payment shall be made only on submission of monthly wage bills and verification of documentary proofs for deposit of EPF/ESI/GST remittances of the previous month.
15. The rates of Wages, ESI, EPF and GST, etc, shall be revised as and when the same are amended/notified by the Centre/State Government on furnishing of the copies of the orders/notification by the Service Provider.
16. The Service Provider shall not sublet the contract directly or otherwise to any third party, in violation whereof, the Agreement will stand cancelled as per extant procedures.
17. Compliance to laws and rules such as Labour Act, Minimum Wages Act, Employees Provident Funds and Miscellaneous Provisional Act, 1952 etc., shall be the liability of the Service Provider. RTI, Shillong shall in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider.
18. RTI, Shillong shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, and also arrange necessary gate/ entry pass to RTI, Shillong's premise/designated premise for the manpower.
19. RTI, Shillong shall make necessary arrangements for use of basic facilities such as drinking water, washrooms etc., for manpower working at RTI, Shillong's premise/designated premise.
20. RTI, Shillong shall provide unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
21. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between RTI, Shillong and Service Provider and is to follow all the labour laws.
22. The MTS deployed will normally be assigned work for a maximum of 06 days per week and upto 26 days in a month. They may be called on Sundays and other gazette holidays as per the requirement of RTI, Shillong. The outsourced staff shall be allowed 8 days of paid absence from duty in a year.
23. The attendance of the manpower shall be entered in the register and/or in the Aadhaar based Biometric attendance system at RTI, Shillong's premises.
24. The outsourced manpower shall not be entitled to any benefit/compensation/absorption/regularization of service in the office under the provisions of the Industrial Disputes Act, 1970.
25. RTI, Shillong shall not be responsible/liable in the event of death, illness, physical injury, permanent disablement or otherwise of the deployed personnel, and shall not, in anyway, be liable for payment or compensation or rendering financial assistance thereof.
26. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes related to persons deployed.

27. The transportation, food, medical and other requirements in respect of personnel of the Service Provider will be the sole responsibility of the Service Provider.
28. The Service Provider shall ensure proper conduct and decorum of their personnel in the Institute premises. Any complaint of misbehaviour/misconduct by the outsourced manpower received from guests/trainees or any case of misappropriation/misutilization of premises etc. by the Service Provider or his workers noticed by the In-charge/ Hostel/Administration or any other Officer of the Institute will be viewed seriously and is liable for appropriate action by RTI, Shillong.
29. The Service Provider shall nominate a coordinator/Single Point of Contact (SPOC) who should be available for contact at all times. Receipt of message sent by email/fax/special messengers from this Institute to the Service Provider is to be acknowledged immediately.
30. The Service Provider shall keep RTI, Shillong updated about any change of address, contact details, telephone numbers, email, change of Management, etc., from time to time.
31. No deployed manpower shall be allowed to stay in the premises of RTI, Shillong unauthorisedly.
32. The personnel deployed by the Service Provider shall not divulge or disclose to any person, any details of the Institute, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
33. The Service Provider should deposit Performance security, in the form of Demand Draft/Banker's Cheque/Bank Guarantee for the duration of the contract, valuing **10% of final contract value** which will be valid upto 60 days beyond the date of completion of all contractual obligation of the contractor including statutory obligation. The Performance security will be released only after successful completion/expiry of the contract.
34. The agreement can be terminated by either side upon giving one month's notice in advance in writing, except in the event of failure of providing satisfactory services, on the part of the Service Provider, in which event, the agreement can be terminated without giving any notice whatsoever. The decision of RTI, Shillong as to what constitutes failure of providing satisfactory services shall be final and binding on the Service Provider. On such termination, the Performance security shall be forfeited.
35. In case of termination, the Director General, RTI, Shillong or his representative reserves the right to ask the Service Provider or any other Service Provider to provide services till the alternative arrangement is made.
36. In the event of any dispute/differences arising out of this Agreement, the decision of RTI, Shillong shall be final and binding on the Service Provider. Any disputes relating to the tender shall be subject to the territorial jurisdiction of Shillong.
37. The terms and conditions are renewable/amendable for further period beyond the contract period on such terms and conditions mutually agreed to by both parties.

Deductions can be imposed by RTI, Shillong for the following:

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @10% of the order value.		
2.	If employee is found disclosing any confidential information/document to the Service Provider/any third parties.	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act.		
3.	If the employee is found responsible for any theft, loss of material/articles and damages.	Payment in actuals, equivalent to the value of the article theft/ loss/ damaged within the period prescribed by RTI, Shillong. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ loss/ damage within the period prescribed by RTI, Shillong. Replacement of employee within 2 days/cancellation of contract as decided by RTI, Shillong depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
4.	If the employee is found responsible for disobedience/misconduct	Warning/Counselling of employee as decided by RTI, Shillong depending on the gravity of the act.	Warning/Counselling/ Immediate replacement of employee within 2 days as decided by RTI, Shillong and warning to Service Provider depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
5.	If the employee is absent or takes leave for more than 2 days without informing RTI, Shillong or taking prior approval without substitute being provided by the Service Provider.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value.
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by RTI, Shillong depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value.	

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share).	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days.	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to RTI, Shillong.	Cancellation of the contract with cancellation charges @ 10% of the order value.

ANNEXURE-II

Terms & Conditions for providing Driver Manpower Services at RTI, Shillong

1. For executing the contract, the Service Provider should possess **valid Trading License** issued by the Khasi Hills Autonomous District Council (KHADC) under the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Regulation, 1954 and the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Rules, 1959 (as amended); or declaration of exemption with supporting documents.
2. The Service Provider should have at least **five years** of experience in providing similar services to State/Central Government organizations located in Meghalaya, preferably in Shillong.
3. The Service Provider shall ensure that all the relevant licenses/registrations/permissions which are required for providing the services under this Agreement and are mentioned in the Notice Inviting Tender (NIT), are valid during the entire period of the Agreement; failing which RTI, Shillong can take appropriate action including imposition of deductions and termination of contract.
4. The Contract will be valid **w.e.f. 01.04.2023 to 31.03.2024**. The termination or extension of the agreement shall be with the approval of the Director General, RTI, Shillong.
5. The Agreement has been drawn against the minimum wages as prescribed by the Government of India, Ministry of Labour & Employment, O/o the Chief Labour Commissioner (C), New Delhi vide letter No. F.No.1/16(3)/2022-LS-II dated 28.09.2022.
6. The Service Provider shall initially enroll and continue to engage the existing two (02) outsourced Drivers manpower staff in Office of the Director General, RTI, Shillong as follows:

Sl No.	Designation	Category	Education al qualification	No. of persons	Duties and responsibilities
1.	Drivers	Skilled	Class X passed	2	Staff car driver related

7. The number of manpower required to be engaged shall be liable to be changed as per the requirement of RTI, Shillong.
8. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to RTI, Shillong's premises/designated premises in the stipulated timeline (given in brackets) of employment of the manpower:
 - a. Letter of deployment of each manpower (at the time of deployment);
 - b. Biodata/Resume with details of antecedents' (at the time of deployment);
 - c. Identity cards issued by Service Provider bearing photograph and signature of the manpower (within 8 days of joining);
 - d. Identity proof and residential proof (at the time of deployment); and
 - e. Copy of police verification certificate (within a month of deployment).
9. The Service Provider must ensure that children below the age of 14 years are not deputed for employment.
10. The Service Provider shall be paid monthly wages for each outsourced manpower as per the rate agreed to, along with the EPF and ESI contributions, Agency Service Charge and GST, at the applicable rates from time to time.
11. The Service Provider will submit the bill for payment on the 25th of every month and RTI, Shillong will release payment by the 10th of the following month.

12. The Service Provider is to mandatorily deposit Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions for each employee employed along with the employees' share at the end of each month (preferably online payment of EPF and ESI contribution) to the concerned authorities and pay applicable GST, etc., to the concerned Department. Proof of deposit of the above statutory amounts of EPF, ESI and GST are to be submitted to RTI, Shillong the following month together with the monthly bill of claim.
13. If any undue or inadvertent over payment /excess payment is made at any point of time by RTI, Shillong to the Service Provider, RTI Shillong reserves the right to deduct/recover the overpayment/excess payment from the subsequent bill or from the performance security.
14. No advance payment for wages shall be made to the Service Provider. Payment shall be made only on submission of monthly wage bills and verification of documentary proofs for deposit of EPF/ESI/GST remittances of the previous month.
15. The rates of Wages, ESI, EPF and GST, etc, shall be revised as and when the same are amended/notified by the Centre/State Government on furnishing of the copies of the orders/notification by the Service Provider.
16. The Service Provider shall not sublet the contract directly or otherwise to any third party, in violation whereof, the Agreement will stand cancelled as per extant procedures.
17. Compliance to laws and rules such as Labour Act, Minimum Wages Act, Employees Provident Funds and Miscellaneous Provisional Act, 1952 etc., shall be the liability of the Service Provider. RTI, Shillong shall in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider.
18. RTI, Shillong shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, and also arrange necessary gate/ entry pass to RTI, Shillong's premise/designated premise for the manpower.
19. RTI, Shillong shall make necessary arrangements for use of basic facilities such as drinking water, washrooms etc., for manpower working at RTI, Shillong's premise/designated premise.
20. RTI, Shillong shall provide unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
21. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between RTI, Shillong and Service Provider and is to follow all the labour laws.
22. The drivers deployed will normally be assigned work for a maximum of 06 days per week and upto 26 days in a month. They shall be required to perform duties on Sundays or other gazette holidays and are also required to travel out of station for official work. The outsourced staff shall be allowed 8 days of paid absence from duty in a year.
23. The attendance of the manpower shall be entered in the register and/or in the Aadhaar based Biometric attendance system at RTI, Shillong's premises.
24. The outsourced manpower shall not be entitled to any benefit/compensation/absorption/regularization of service in the office under the provisions of the Industrial Disputes Act, 1970.
25. RTI, Shillong shall not be responsible/liable in the event of death, illness, physical injury, permanent disablement or otherwise of the deployed personnel, and shall not, in anyway, be liable for payment or compensation or rendering financial assistance thereof.
26. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes related to persons deployed.

27. The transportation, food, medical and other requirements in respect of personnel of the Service Provider will be the sole responsibility of the Service Provider.
28. The Service Provider shall ensure proper conduct and decorum of their personnel in the Institute premises. Any complaint of misbehaviour/misconduct by the outsourced manpower received from guests/trainees or any case of misappropriation/misutilization of premises etc. by the Service Provider or his workers noticed by the In-charge/ Hostel/Administration or any other Officer of the Institute will be viewed seriously and is liable for appropriate action by RTI, Shillong.
29. The Service Provider shall nominate a coordinator/Single Point of Contact (SPOC) who should be available for contact at all times. Receipt of message sent by email/fax/special messengers from this Institute to the Service Provider is to be acknowledged immediately.
30. The Service Provider shall keep RTI, Shillong updated about any change of address, contact details, telephone numbers, email, change of Management, etc., from time to time.
31. No deployed manpower shall be allowed to stay in the premises of RTI, Shillong unauthorisedly.
32. The personnel deployed by the Service Provider shall not divulge or disclose to any person, any details of the Institute, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
33. The Service Provider should deposit Performance security, in the form of Demand Draft/Banker's Cheque/Bank Guarantee for the duration of the contract, valuing **10% of final contract value** which will be valid upto 60 days beyond the date of completion of all contractual obligation of the contractor including statutory obligation. The Performance security will be released only after successful completion/expiry of the contract.
34. The agreement can be terminated by either side upon giving one month's notice in advance in writing, except in the event of failure of providing satisfactory services, on the part of the Service Provider, in which event, the agreement can be terminated without giving any notice whatsoever. The decision of RTI, Shillong as to what constitutes failure of providing satisfactory services shall be final and binding on the Service Provider. On such termination, the Performance security shall be forfeited.
35. In case of termination, the Director General, RTI, Shillong or his representative reserves the right to ask the Service Provider or any other Service Provider to provide services till the alternative arrangement is made.
36. In the event of any dispute/differences arising out of this Agreement, the decision of RTI, Shillong shall be final and binding on the Service Provider. Any disputes relating to the tender shall be subject to the territorial jurisdiction of Shillong.
37. The terms and conditions are renewable/amendable for further period beyond the contract period on such terms and conditions mutually agreed to by both parties.

Deductions can be imposed by RTI, Shillong for the following:

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @10% of the order value.		
2.	If employee is found disclosing any confidential information/document to the Service Provider/any third parties.	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act.		
3.	If the employee is found responsible for any theft, loss of material/articles and damages.	Payment in actuals, equivalent to the value of the article theft/ loss/ damaged within the period prescribed by RTI, Shillong. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ loss/ damage within the period prescribed by RTI, Shillong. Replacement of employee within 2 days/cancellation of contract as decided by RTI, Shillong depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
4.	If the employee is found responsible for disobedience/misconduct	Warning/Counselling of employee as decided by RTI, Shillong depending on the gravity of the act.	Warning/Counselling/ Immediate replacement of employee within 2 days as decided by RTI, Shillong and warning to Service Provider depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
5.	If the employee is absent or takes leave for more than 2 days without informing RTI, Shillong or taking prior approval without substitute being provided by the Service Provider.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value.
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by RTI, Shillong depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value.	

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share).	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days.	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to RTI, Shillong.	Cancellation of the contract with cancellation charges @ 10% of the order value.

ANNEXURE-III

Terms & Conditions for providing Data Entry Operator Manpower Services at RTI, Shillong

1. For executing the contract, the Service Provider should possess **valid Trading License** issued by the Khasi Hills Autonomous District Council (KHADC) under the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Regulation, 1954 and the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Rules, 1959 (as amended); or declaration of exemption with supporting documents.
2. The Service Provider should have at least **five years** of experience in providing similar services to State/Central Government organizations located in Meghalaya, preferably in Shillong.
3. The Service Provider shall ensure that all the relevant licenses/registrations/permissions which are required for providing the services under this Agreement and are mentioned in the Notice Inviting Tender (NIT), are valid during the entire period of the Agreement; failing which RTI, Shillong can take appropriate action including imposition of deductions and termination of contract.
4. The Contract will be valid **w.e.f. 01.04.2023 to 31.03.2024**. The termination or extension of the agreement shall be with the approval of the Director General, RTI, Shillong.
5. The Agreement has been drawn against the minimum wages as prescribed by the Government of India, Ministry of Labour & Employment, O/o the Chief Labour Commissioner (C), New Delhi vide **Order No. F.No.1/16(3)/2022-LS-II dated 28.09.2022**.
6. The Service Provider shall engage 1(one) No. of outsourced DEO manpower staff in Office of the Director General, RTI, Shillong as follows:

Sl No.	Designation	Category	Educational qualification	No. of person	Duties and responsibilities
1.	DEO	Skilled	Class XII passed, Diploma in Computer Application from certified Institute.	1	Data entry related work

7. The number of manpower required to be engaged shall be liable to be changed as per the requirement of RTI, Shillong.
8. The Service Provider shall furnish the following documents in respect of the manpower deployed by them to RTI, Shillong's premises/designated premises in the stipulated timeline (given in brackets) of employment of the manpower:
 - a. Letter of deployment of each manpower (at the time of deployment);
 - b. Biodata/Resume with details of antecedents' (at the time of deployment);
 - c. Identity cards issued by Service Provider bearing photograph and signature of the manpower (within 8 days of joining);
 - d. Identity proof and residential proof (at the time of deployment); and
 - e. Copy of police verification certificate (within a month of deployment).
9. The Service Provider must ensure that children below the age of 14 years are not deputed for employment.
10. The Service Provider shall be paid monthly wages for each outsourced manpower as per the rate agreed to, along with the EPF and ESI contributions, Agency Service Charge and GST, at the applicable rates from time to time.
11. The Service Provider will submit the bill for payment on the 25th of every month and RTI, Shillong will release payment by the 10th of the following month.

12. The Service Provider is to mandatorily deposit Employee Provident Fund (EPF) and Employees' State Insurance (ESI) contributions for each employee employed along with the employees' share at the end of each month (preferably online payment of EPF and ESI contribution) to the concerned authorities and pay applicable GST, etc., to the concerned Department. Proof of deposit of the above statutory amounts of EPF, ESI and GST are to be submitted to RTI, Shillong the following month together with the monthly bill of claim.
13. If any undue or inadvertent over payment /excess payment is made at any point of time by RTI, Shillong to the Service Provider, RTI Shillong reserves the right to deduct/recover the overpayment/excess payment from the subsequent bill or from the performance security.
14. No advance payment for wages shall be made to the Service Provider. Payment shall be made only on submission of monthly wage bills and verification of documentary proofs for deposit of EPF/ESI/GST remittances of the previous month.
15. The rates of Wages, ESI, EPF and GST, etc, shall be revised as and when the same are amended/notified by the Centre/State Government on furnishing of the copies of the orders/notification by the Service Provider.
16. The Service Provider shall not sublet the contract directly or otherwise to any third party, in violation whereof, the Agreement will stand cancelled as per extant procedures.
17. Compliance to laws and rules such as Labour Act, Minimum Wages Act, Employees Provident Funds and Miscellaneous Provisional Act, 1952 etc., shall be the liability of the Service Provider. RTI, Shillong shall in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the manpower or by the Service Provider.
18. RTI, Shillong shall provide workspace (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, and also arrange necessary gate/ entry pass to RTI, Shillong's premise/designated premise for the manpower.
19. RTI, Shillong shall make necessary arrangements for use of basic facilities such as drinking water, washrooms etc., for manpower working at RTI, Shillong's premise/designated premise.
20. RTI, Shillong shall provide unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, servers, data drives, tools, and software etc. However, use of such infrastructure shall be limited for official purpose only.
21. Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between RTI, Shillong and Service Provider and is to follow all the labour laws.
22. The DEO deployed will normally be assigned work for a maximum of 06 days per week and upto 26 days in a month. They may be called on Sundays and other gazette holidays as per the requirement of RTI, Shillong. The outsourced staff shall be allowed 8 days of paid absence from duty in a year.
23. The attendance of the manpower shall be entered in the register and/or in the Aadhaar based Biometric attendance system at RTI, Shillong's premises.
24. The outsourced manpower shall not be entitled to any benefit/compensation/absorption/regularization of service in the office under the provisions of the Industrial Disputes Act, 1970.
25. RTI, Shillong shall not be responsible/liable in the event of death, illness, physical injury, permanent disablement or otherwise of the deployed personnel, and shall not, in anyway, be liable for payment or compensation or rendering financial assistance thereof.
26. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes related to persons deployed.

27. The transportation, food, medical and other requirements in respect of personnel of the Service Provider will be the sole responsibility of the Service Provider.
28. The Service Provider shall ensure proper conduct and decorum of their personnel in the Institute premises. Any complaint of misbehaviour/misconduct by the outsourced manpower received from guests/trainees or any case of misappropriation/misutilization of premises etc. by the Service Provider or his workers noticed by the In-charge/ Hostel/Administration or any other Officer of the Institute will be viewed seriously and is liable for appropriate action by RTI, Shillong.
29. The Service Provider shall nominate a coordinator/Single Point of Contact (SPOC) who should be available for contact at all times. Receipt of message sent by email/fax/special messengers from this Institute to the Service Provider is to be acknowledged immediately.
30. The Service Provider shall keep RTI, Shillong updated about any change of address, contact details, telephone numbers, email, change of Management, etc., from time to time.
31. No deployed manpower shall be allowed to stay in the premises of RTI, Shillong unauthorisedly.
32. The personnel deployed by the Service Provider shall not divulge or disclose to any person, any details of the Institute, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
33. The Service Provider should deposit Performance security, in the form of Demand Draft/Banker's Cheque/Bank Guarantee for the duration of the contract, valuing **10% of final contract value** which will be valid upto 60 days beyond the date of completion of all contractual obligation of the contractor including statutory obligation. The Performance security will be released only after successful completion/expiry of the contract.
34. The agreement can be terminated by either side upon giving one month's notice in advance in writing, except in the event of failure of providing satisfactory services, on the part of the Service Provider, in which event, the agreement can be terminated without giving any notice whatsoever. The decision of RTI, Shillong as to what constitutes failure of providing satisfactory services shall be final and binding on the Service Provider. On such termination, the Performance security shall be forfeited.
35. In case of termination, the Director General, RTI, Shillong or his representative reserves the right to ask the Service Provider or any other Service Provider to provide services till the alternative arrangement is made.
36. In the event of any dispute/differences arising out of this Agreement, the decision of RTI, Shillong shall be final and binding on the Service Provider. Any disputes relating to the tender shall be subject to the territorial jurisdiction of Shillong.
37. The terms and conditions are renewable/amendable for further period beyond the contract period on such terms and conditions mutually agreed to by both parties.

Deductions can be imposed by RTI, Shillong for the following:

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @10% of the order value.		
2.	If employee is found disclosing any confidential information/document to the Service Provider/any third parties.	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act.		
3.	If the employee is found responsible for any theft, loss of material/articles and damages.	Payment in actuals, equivalent to the value of the article theft/ loss/ damaged within the period prescribed by RTI, Shillong. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ loss/ damage within the period prescribed by RTI, Shillong. Replacement of employee within 2 days/cancellation of contract as decided by RTI, Shillong depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
4.	If the employee is found responsible for disobedience/misconduct	Warning/Counselling of employee as decided by RTI, Shillong depending on the gravity of the act.	Warning/Counselling/ Immediate replacement of employee within 2 days as decided by RTI, Shillong and warning to Service Provider depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
5.	If the employee is absent or takes leave for more than 2 days without informing RTI, Shillong or taking prior approval without substitute being provided by the Service Provider.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Substitute within 2 days of intimation from RTI, Shillong failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value.
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by RTI, Shillong depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value.	

Sl. No	Description	Deductions		
		1 st Instance	2 nd Instance	3 rd Instance
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share).	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days.	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to RTI, Shillong.	Cancellation of the contract with cancellation charges @ 10% of the order value.