I/172984/2023



क्षेत्रीय प्रशिक्षण संस्थान भारतीय लेखा तथा लेखापरीक्षा विभाग पूर्वोत्तर क्षेत्र: लछतलेत कम्प्लेक्स, शिलांग - 793003

REGIONAL TRAINING INSTITUTE (IA&AD)

NE REGION: LACHATELETTE COMPLEX, SHILLONG-793003

PHONE: 0364-2222594, 2210203

Email: rtishillong@cag.gov.in



RTI/SHG/Tender/2022-23 /1627

10 JAN 2023

LIMITED TENDER NOTICE

Regional Training Institute (Indian Audit & Accounts Department) NE Region, Meghalaya, Shillong invite sealed quotations from the reputed firms for outsourcing of 07 Nos. of Multi Tasking Staff in the O/o the Director General, RTI, Shillong for the period from 01.01.2023 to 31.03.2023.

The sealed quotations addressed to the Director General, Regional Training Institute (IA&AD), Lachatelette Complex, Laitumkhrah, Shillong-793003 should reach this office by 21 January, 2023.

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

- The bidders are advised to go through the attached Terms and Conditions carefully before submitting the tenders.
- Tenders not sealed and received after due date and time will be summarily rejected. While sending tender it must be clearly indicated on the envelope "TENDER FOR PROVIDING OUTSOURCED SERVICES OF MTS STAFF IN RTI, SHILLONG".
- iii. The sealed tenders should be dropped in the Tender Box kept at RTI, Shillong by 5:00 P.M. of 21 January, 2023.
- iv. Tenders will be opened on 23 January, 2023 at 11:00 A.M. Interested bidders can be present at the time of opening. In case 23 January, 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.
- v. Bidders should also submit the following documents along with their bids:
 - Valid Registration of firm/company, along with registration certificates for GST, EPF, ESIC, MSE, 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. 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.
 - 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.
- vi. Financial Quotations are to be submitted in the following format:

I/172984/2023

Sl.	Total monthly wages			Service Charge		Total	Total	GST	Total	
No.	(Min. Dail	y Wage*	No. of Days'	*No. of			EPF	ESIC	@18%	
	Personnel)				•					
	Category	No. of days	No. of personnel	Amt.	Rate	Amt.			7	
(i)	Unskilled		7 Nos.							
Gran	Grand Total for 3 months									

Core Faculty (Admn)

Memo No. RTI/SHG/Tender/2022-23/1628 - 163

10 JAN 2023

Copy forwarded to:-

- 1 M/s Colonel Shishupal Security & Consultancy Services, Hotel Utsav Complex, Ground Floor, Opp. MTS, Jail Road, Shillong-793001.
- M/s Mebaai Security & Services Organisation, Golflinks opposite, Golf Club, Shillong -793019.
- 3 M/s Ngerson & Sons, Mawlai Nongkwar, Shillong-793015.
- 4. M/s F. Sohtun, Umpling, Shillong-793006.

Core Faculty (Admn)

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2022

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ANNEXURE-I

Terms & Conditions for providing Catering & Housekeeping Manpower Services at RTI, Shillong

- 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).
- 2. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services under this Agreement 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. The documents relevant in this regard shall be provided by the Service Provider to RTI, Shillong on demand.
- 3. The Contract will be valid w.e.f. 01.01.2023 to 31.03.2023. The termination or extension of the agreement shall be with the approval of the Director General, RTI, Shillong.
- 4. The Service Provider shall initially enroll and continue to engage the existing Twelve (12) Catering and Housekeeping staff in Office of the Director General, RTI, Shillong as follows:

Sl No.	Designation	Category	No. of person	Duties and responsibilities
1.	Manager	Skilled	1	Supervision of Catering and Housekeeping activities and liaison with Chairman, Mess Committee and Administration
2.	Supervisor	Semi- skilled	1	Assisting the Manager in different tasks and receiving guests that check in during the night
3.	Cook	Skilled	1	Kitchen duties
4.	Asst. Cook	Semi- skilled	1	Kitchen duties
5.	Helper	Unskilled	2	Kitchen duties
6.	Housekeeping	Unskilled	6	Maintenance of cleanliness in the rooms, corridors, staircases, campus, changing of sheets, liason with the separate laundry service, etc., as per instructions of the Manager and Supervisor.

5. The manpower provided and engaged shall be sufficient and qualified, capable of supporting the functioning of the Institute in a manner desired by RTI, Shillong. Through an interview process, RTI, Shillong shall adjudge the suitability of the candidates prior to engaging manpower into the office. Any mismatch in the demand and supply of the

- manpower such as number of employees, educational qualification, sectoral/desired work experience, etc., may lead to deductions and/or replacement of the resource with the matching skillset based on the approval of RTI, Shillong.
- The number of manpower required to be engaged shall be liable to be changed as per the instructions of RTI, Shillong.
- The Service Provider shall adhere to the timeline given by RTI, Shillong for providing the required manpower at the designated premises.
- The Service Provider shall issue a letter of deployment to every deployed manpower and a copy of the same shall be submitted to RTI, Shillong.
- The said personnel engaged by the Service Provider shall be the employees of the Service Provider and it shall be the duty of the Service Provider to pay their salary every month.
- 10. RTI, Shillong shall pay to the Service Provider monthly fees for each person as per the rate agreed to along with EPF and ESI contributions, Service Charge and GST, etc., as per prescribed rates. Wherein it is bound to be deposited by the Service Provider, EPF and ESI contributions along with employees' share at the end of every month (preferably online payment of EPF and ESI contribution) to the concerned authorities and pay Taxes, etc., to the concerned Department.
- 11. Payment to the Service Provider would be strictly on certification by the office with whom the personnel is attached that his/her services were satisfactory and attendance was as per the bill preferred by the Service Provider.
- 12. The Service Provider shall be solely responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by RTI Shillong.
- 13. Service Provider is required to pay Salaries/Wages of contracted staff deployed at RTI, Shillong first, i.e., on their own and then claim payment from RTI, Shillong along with statutory documents like EPF, ESIC, etc., as well as bank statement of payment done to staff.
- 14. The Service Provider will submit the bill for payment on the 25th of every month and RTI, Shillong agrees to make payment by the 10th of every following month as per the terms and conditions, less any statutory deductions/TDS on GST, Income Tax, etc., at prevailing rates. The payment of the concerned personnel must be made by Service Provider within 2 (two) days of receipt of fee from RTI, Shillong and deposit of all statutory dues to be done well before submission of the bills of the subsequent month.
- 15. No advance payment shall be made to the Service Provider. Payment shall be made only after submission of monthly invoices, documentary proofs for EPF/ESIC/GST payments of the previous month.

- 16. Payment to the manpower resources by the Service Provider shall be made through bank transfer only, in no circumstance cash payment shall be made.
- 17. The Service Provider <u>SHOULD NOT</u> charge any money/fees/deductions in whatever manner, name or form, take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees/resourced engaged by it and, to be deployed at RTI, Shillong's site. The Service Provider further should not indulge in any unethical practices. Any non-compliance in this regard will be treated as a material breach of the Contract, in which case, RTI, Shillong shall have the right to take appropriate action including termination of the Contract.
- 18. All the applicable deductions shall be settled before making the payments. Service Provider shall not have any objection on the same.
- 19. The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with Transaction Details and Bank Account from which the payment has been made. Service Provider shall furnish copy of bank statement in support of amount paid as and when required by RTI, Shillong.
- 20. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to RTI, Shillong or any other authority or Law.
- 21. The Service Provider shall be responsible to remit all statutory dues, taxes, etc. and shall furnish proof of deposit/remittance of statutory deductions such as EPF, ESIC and GST, etc., which should be presented to this office with the subsequent bill. Failure to submit proof of deposit of statutory dues will result in payment being withheld in the subsequent month and may also lead to termination of the contract as per extant procedures.
- 22. Payment of GST and other applicable taxes and duties, if any, other than mentioned in the Agreement will be the responsibility of the Service Provider and RTI, Shillong shall not entertain any claims whatsoever with respect to the same.
- 23. The Service Provider, at all times, will ensure that the services being provided under this Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices, etc., and no liability in this regard will be attached to RTI, Shillong.
- 24. The monthly wages for 12 (Twelve) Catering & Housekeeping staffs engaged at RTI, Shillong will be subject to change as per the Notifications of Govt. of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C), New Delhi issued from time to time. However, such increase in the wages will not have any impact on the service charge, the charge will remain same as per the original contract value.
- 25. The Service Provider shall follow the norms of minimum wages fixed from time to time

- bythe Ministry of Labour. The Service Provider is liable to enhance the fees payable to the outsourced personnel as and when the minimum wages are revised by the Ministry of Labour & Employment, Government of India, even during the period of contract.
- 26. This Agreement has been drawn against the Minimum Wages as has been revised by the Govt. 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.
- 27. The rates of Wages, ESIC, 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.
- 28. 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.
- 29. The Service Provider shall be liable to pay all taxes whatsoever, on account of fringe benefit and/or payment receipt from RTI, Shillong as hiring charges of personnel etc., and that RTI, Shillong shall not, in any way, be liable for any fund or bonus for the engagement/deployment by the Service Provider.
- 30. The monthly payment to Service Provider will be made through e-payment to the Account, after completion of each month and due verification by In-Charge, Hostel/Administration and on production of pre-receipted bill.
- 31. If any undue or inadvertent over payment is made at any point of time by RTI, Shillong to the Service Provider, it should be brought to the notice of RTI, Shillong at the earliest instance and the Service Provider shall reimburse the over payment in full, either by cheque/DD or by the deductions from the subsequent bill or recovery from the Security Deposit.
- 32. 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.
- 33. 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 should follow all the labour laws.
- 34. RTI, Shillong shall directly or in consultation with the Service Provider provide the necessary training to the manpower for specific tools, applications, and machinery etc., if required.
- 35. RTI, Shillong shall provide, free of charge 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.
- 36. RTI, Shillong shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc., for manpower working at RTI, Shillong's premise/ designated premise.
- 37. TA/ DA shall be payable directly by RTI, Shillong, in case of travel included in the scope of work, on production of travel documents in original and approval of appropriate authority of RTI, Shillong for undertaking such travel for the project/assignment.
- 38. RTI, Shillong shall have the right, within reason, to have any personnel removed who is undesirable with proper reasoning & justification.
- 39. RTI, Shillong will have option to replace the proposed manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification, and number of years of experience, also prior approval for the same to be provided by RTI, Shillong.
- 40. 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. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which RTI, Shillong will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules, etc., shall only rest with the Service Provider.
- 41. The personnel deployed by the Service Provider should have valid ESIC Cards, EPF accounts and all other statutory requirements. Copies of all cards, savings bank account details, Aadhar card etc. of all the personnel have to be furnished to RTI, Shillong by the Service Provider under their stamp and signature.
- 42. The Service Provider shall ensure deployment of suitable people from proper background after investigation by the local police, collecting proofs of identity like driving license, bankaccount details, previous work experience, proof of residence and recent photograph.
- 43. The Service Provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them after duly verifying/certifying the same. In case any such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
- 44. The Service Provider shall not engage or hire any personnel for deployment with RTI, Shillong without their character and antecedents having been duly verified by the appropriate authority. The character and antecedents of each of the personnel of the Service Provider will be verified by the Service Provider before their deployment and a certificate

- to this effect should be submitted to this Institute.
- 45. 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 given time limit:
 - a. List of persons deployed (monthly)
 - b. Biodata/Resume with antecedents' details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy of birth certificate, if required (at the time of deployment for domicile purpose)
- 46. The Service Provider shall provide Photo Identity cards to persons employed which should be invariably displayed during office hours. Loss of identity card must be reported immediately by the personnel to the Service Provider.
- 47. 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.
- 48. The Service Provider shall ensure proper conduct of their personnel in the Institute premises and ensure that **consumption of alcoholic drinks**, **paan**, **smoking**, **loitering etc.**, **does not happen**.
- 49. The personnel deployed by the Service Provider should be polite and cordial in behaviour.
- 50. 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. The persons deployed shall treat as confidential all data and information received from RTI, Shillong and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of RTI, Shillong. In view of this, the persons deployed shall be required to sign a non-disclosure agreement and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.
- 51. The personnel of the Service Provider may be called on Sundays and other gazette holidays, if required. They would be permitted compensatory off in lieu thereof.

52. Leave admissibility -

- a. The personnel, other than Kitchen staff, employed by the Service Provider will be allowed to accumulate their leaves up to a maximum of 12 days each half year. Un-availed leave for the period of January-June will be allowed to be carried over to the next half year (July-December) but will lapse at the end of every year. However, the maximum number of days permitted to avail leave at a time by any personnel shall be restricted to 10 days.
- b. Personnel employed as Kitchen staff by the Service Provider will be allowed to accumulate 24 days leave in a year. The un-availed leave for the year will lapse at the end of the year. However, the maximum number of days permitted to avail leave at a time by any personnel shall be restricted to 15 days.
- 53. On absence beyond 10 days (15 days in case of Kitchen Staff) or admissible leave available to the personnel, the remuneration shall be regulated on pro rata basis.
- 54. On intimation from RTI, Shillong, the Service Provider shall provide a substitute in case of absence of any of the deployed personnel for any period of time.
- 55. The Service Provider shall provide a substitute well in advance when any personnel proceed on leave beyond 10 days, as per the admissibility of leave mentioned in Clause 53.
- 56. Substitute shall also be provided if there is any probability of the person leaving the job due to his/her own personal reason, the payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
- 57. The Service Provider will provide the required personnel for shorter periods also, in case of any exigencies as per the requirement of the Institute.
- 58. The Service Provider shall be responsible for imposing strict discipline of duty over personnel provided to RTI, Shillong. In the event of any act of indiscipline whatsoever, RTI, Shillong shall have the right to immediately discharge the erring personnel without assigning any reason therefore to the Service Provider for taking necessary action as well asfor replacement.
- 59. The Service Provider's personnel shall not be entitled to any benefit/compensation/absorption/regularization of service with office under the provision of Industrial Disputes Act, 1970. Undertaking to this effect will be required to be submitted by the Service Provider to this institute in respect of all personnel deployed at this Institute.
- 60. The personnel provided by the Service Provider to RTI, Shillong shall not have any right to claim any appointment, regular or otherwise, in the organization of RTI, Shillong. They shall not claim nor shall be entitled to pay, perks and other facilities admissible to

- regular/confirmed employees during the currency or after expiry of the Agreement.
- 61. The persons so provided by the Service Provider under this contract will not be the employees of RTI, Shillong and there will be no employer-employee relationship between the RTI, Shillong and the persons so engaged by the Service Provider in the aforesaid services. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed.
- 62. 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.
- 63. The transportation, food, medical and other statutory requirements in respect of personnel of the Service Provider will be the sole responsibility of the Service Provider.
- 64. Any complaint of misbehaviour by guests or any case of misappropriation/misutilization of premises etc. by the Service Provider or his workers noticed by In-charge, Hostel/Administration or any other Officer will be viewed seriously and render the contract will be liable to be **terminated**. In such events, the Security money deposited by the Service Provider will stand forfeited fully or partly to cover the cost of such misappropriation/misutilization.
- 65. The Service Provider shall be available for contact at all times and receipt of message sent by email/fax/special messengers from this Institute to the Service Provider shall be acknowledged immediately.
- 66. An office of the Service Provider must be located in the State of Meghalaya, preferably in Shillong.
- 67. The Service Provider shall nominate a coordinator/Single Point of Contact (SPOC) who shall be responsible for regular interaction with RTI, Shillong so that optimal services of the persons deployed could be availed without any disruption.
- 68. Dedicated/Toll Free Telephone No. along with Escalation Matrix of Telephone Numbers for Service Support is to be maintained by the Service Provider and provided to RTI, Shillong.
- 69. 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.
- 70. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes related to persons deployed. RTI, Shillong shall, in no way be responsible for settlement of such issues whatsoever.
- 71. No deployed manpower shall be allowed to stay in the premises of RTI, Shillong unnecessarily without the permission of RTI, Shillong.
- 72. The Service Provider will be liable for any loss, damage, theft, burglary or robbery of/from

the Institute.

- 73. The Service Provider will arrange his own equipment (Modern and standardized) over and above those to be provided by RTI, Shillong (List of items enclosed). Proper maintenance & upkeep of all the equipment provided by RTI, Shillong is the responsibility of Service Provider.
- 74. The stocks and other items will be handed over to the Service Provider, and the same will be taken over on expiry of the contract. Any loss due to deliberate act of negligence, theft, breakage, other than normal wear and tear, will be charged to the Service Provider at depreciated rates applicable as per Companies Act, 2013. In case of non-availability of the rates of depreciation in the Companies Act, 2013 it will be charged at the rates applicable in the Income Tax Act. In case the rates of depreciation are not available, the same shall be charged @ 10% (Ten percent) of the cost per annum on a straight line method. The residual value of items which have exceeded their lives will be taken @ 5% (Five percent) of the cost price.
- 75. It is the duty of the Service Provider to ensure that all the items are in order before any Trainee/Guest/visitor (herein referred to as guest) leave the premises. The cost of loss of any items or damage to any property of RTI, Shillong on account of service under this Contract will be borne by the Service Provider as per terms and Clause 72 above.
- 76. The RTI, Shillong Mess Account is a non-government account and shall be approved by a Mess Committee constituted for the purpose by this office. The Committee will include the Manager from the Service Provider who shall be the Member Secretary of the Committee. The Member Secretary will prepare the Mess Account of the month and submit the same to the Chairman of the Mess Committee, RTI, Shillong latest by the 10th of the following month for submission to the Director General for approval.
- 77. The Manager from the Service Provider shall also be a Member Secretary of the Hostel Committee. He will be responsible for maintaining the Trainees/Guest/Visitor's Register as per the format prescribed by RTI, Shillong. He will be responsible for collection of room rent from the guest/visitors as per prescribed rates and to deposit the same to a designated official of RTI, Shillong within the same day. He will also be responsible for maintaining the Rent Collection Register in the prescribed form. He will close all the Registers monthly and submit the same to the Chairman, Hostel Committee by 5th of the following month.
- 78. The Service Provider will obtain necessary certificates/permission as required by law such as food license or any other stipulated statutory document from the competent authorities. Service Provider shall be responsible for compliance of Food Safety and Standards Act, 2006 or any other Act in force during the period of contract.
- 79. Marketing for ingredients for preparing and providing food to the guests are to be done on

- a day-to-day basis by the Service Provider. Food charges will be realized by the Service Provider from guests, before they vacate the hostel room. The food charges realized should be handed over to the Chairman, Mess Committee on the same day.
- 80. The guests should be provided with Tea, Coffee, Breakfast, Lunch and Dinner as per their requirements for which the rates will be fixed by RTI, Shillong.
- 81. The Service Provider will prepare and serve vegetarian/non-vegetarian food to the guests as per requirement.
- 82. In case of special lunch or dinner on official occasions, a nominated Committee will finalize rates and menu after discussion with Service Provider.
- 83. Food audit for quality and food safety will be conducted by an organization selected by RTI, Shillong. The frequency of such audits will be decided by RTI, Shillong.
- 84. The Service Provider will be responsible to ensure proper clearance of all used plates and utensils.
- 85. The kitchen facility including the vessel and utensils for serving food and LPG cylinder will be provided by RTI, Shillong Mess Committee.
- 86. The Hostel in the complex will function for 24 hours. All the Housekeeping and Catering services are to be carried out by the Service Provider on all days of the month (including Saturdays, Sundays and Holidays). However, one person should not be engaged to work more than 26 days per month.
- 87. The Manager/Supervisor should be present from 6:00 A.M. to 10:00 P.M. every day whereas the Catering & Housekeeping staff should be present from 9:30 A.M. to 5:30 P.M. every day or as per requirement of RTI, Shillong.
- 88. The Service Provider must employ adult workers. Employment of child labour shall lead to termination of the Contract.
- 89. The Service Provider should furnish a copy of the address proof (Permanent Home town address and Local address) along with Photo Identity duly attested by Gazetted Officer and Police Verification Certificates of all workers engaged within 30 days of the issue of the work order or the engagement of workers, whichever is earlier. Non-production of Police Verification Certificate will render the work order liable for automatic cancellation.
- 90. The Service Provider will bear the cost, throughout the term of contract, for comprehensive general liability insurance by his workers and materials.
- 91. Uniforms should be supplied by the Service Provider to the workers at his own cost and it should be ensured that the working staff etc. are in proper uniform while on duty.
- 92. The Service Provider shall be responsible for the safety of the workers and should ensure that all safety measures are taken care of.
- 93. Legible rate list of hostel rent and mess charges as per RTI, Shillong approved rates should

- be displayed by the Service Provider in the Notice Board and Dining Hall.
- 94. Billing for hostel rent and mess charges will be done by the Service Provider as per bill book issued by RTI, Shillong.
- 95. Pest control is to be done regularly by Service Provider and is to be undertaken with prior permission from RTI, Shillong. The cost of the pest control will be borne by the Service Provider.
- 96. Collection of garbage and its proper disposal at designated place on daily basis and to the designated Municipal garbage vehicle on certain days will be the responsibility of the Service Provider.
- 97. Complaints Register should be made available to the guests by the Service Provider so that they may record their complaints, if any, relating to the hostel and mess.
- 98. Regular cleaning of the allotted premises shall be the responsibility of the Service Provider who should engage adequate staff for cleaning and washing utensils etc.
- 99. The entire RTI premises (including regular room, VIP rooms, attached toilets, customized furniture, kitchen, dining area, conference hall, internal and external common areas) should be cleaned regularly and maintained properly. The cleaning chart/table are to be maintained by the Service Provider indicating activities performed on daily basis and should be produced to In-charge, Hostel/Administration on demand.
- 100. The bed sheets, pillow covers, towels etc. should be washed regularly. The Service Provideris to ensure that cleaned and ironed set of bed sheets, pillow covers, towels etc. are to be provide to the guests.
- 101. If any guest is residing in hostel room for a longer period, the set of bed sheets, pillow covers, towels etc. are to be replaced by cleaned and ironed set after every three days.
- 102. The laundry and cleaning items as per the requirement shall be provided by the RTI, Shillong to the Manager engaged by the Service Provider. The Manager of the Service Provider is also required to liaise with the Laundry Service provider in this regard.
- 103. All the toilets are to be cleaned on daily basis (morning and afternoon) and maintained in a neat and clean condition.
- 104. Cleaning of glasses, windows, hand rails of staircase etc. are to be done on day-to-day basis. The Service Provider will have to attend to any other miscellaneous work assigned by the In-charge RTI Hostel/Administration, if any.
- 105. The materials for sanitation like brooms, brushes, moping materials, floor cleaning liquids, toilet cleaning liquids, phenyl, naphthalene balls, air freshener etc. will be provided to the Service Provider by RTI, Shillong.
- 106. Water and Electricity will be provided free of cost by RTI, Shillong. The Service Provider shall not use electricity for cooking purposes and shall not misuse any of these facilities.

- 107. The visiting guest should be received in a respectful manner and rooms are to be allotted as parthe directions of concerned Officer/Hostel-in-charge. The luggage of the guests should be carried by a personnel of the Service Provider from the RTI compound/vehicle to the allotted rooms of the guest on arrival and departure.
- 108. The Service Provider should deposit Security Money, in the form of Demand Draft/Banker's Cheque/Bank Guarantee for the duration of the contract, valuing 3% of final contract value withwill be valid upto 60 days beyond the date of completion of all contractual obligation of the contractor including statutory obligation. This will be treated as guarantee for successful performance of the service and works. The Security Deposit will be released only after successful completion/expiry of the contract.
- 109. 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 Security Deposit shall be forfeited.
- 110. 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.
- 111. The Service Provider shall not sublet this Contract directly or otherwise to any Third Party, in violation whereof, the Agreement will stand cancelled as per extant procedures.
- 112. 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.
- 113. All the disputes relating to the tender shall be subject to the territorial jurisdiction of Shillong.
- 114. The terms and conditions are renewable/amendable for further period on such terms and conditions mutually agreed by both parties.
- 115. RTI, Shillong will review the documents provided by the Service Provider and may either accept or reject based on actual performance. If required, RTI, Shillong may impose any non-delivery deductions, Service Level Agreement deductions over and above the invoice submitted by the Service Provider.

116. Deductions

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

SI.	Description	Deductions				
No	•	1st Instance	2 nd Instance	3 rd Instance		
1.	Non-deployment of total	Up to 15 days, 1 day				

Sl.	Description	Deductions				
No	•	1st Instance	3 rd Instance			
	manpower mentioned in the contract as per the date of joining.	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		
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		

Sl.	Description	Deductions				
No		1st Instance	2 nd Instance	3rd Instance		
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.			
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.		