

Date...18...FEB...2026

No. RCB&KI/SHG/Tender/2025-26/16/2

NOTICE INVITING TENDER (NIT)

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong invites sealed tenders under a **Two-Bid System** from **reputed local service providers** for the work of:

Outsourcing of Catering Staff for the period **01.04.2026 to 31.03.2027**

Sl. No.	Category	Skill Level	Designation	No. of Persons
1	Catering Staff	Skilled	Manager	1
2	Catering Staff	Semi-Skilled	Supervisor	1
3	Catering Staff	Skilled	Head Cook	1
4	Catering Staff	Semi-Skilled	Assistant Cook	1
5	Catering Staff	Unskilled	Kitchen Helper	2
Total				6

1. Background of the Institute

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong is a training institute of the **Comptroller and Auditor General of India**. The Institute is engaged in capacity building, training and knowledge dissemination for officials of the **Indian Audit & Accounts Department** and other stakeholders.

The Institute functions as a residential training establishment comprising academic blocks, administrative offices, hostels, kitchens, dining areas, conference halls, internal and external common areas and other institutional facilities.

2. Period of Contract

The contract shall be valid for a period of **one (01) year**, commencing from **01.04.2026** and ending on **31.03.2027**, unless terminated earlier in accordance with the terms and conditions of the contract.

Completion of the contract period shall not confer any right on the Service Provider for continuation, extension or renewal of the contract.

3. Eligibility of Bidders

The bidder must:

1. Be a **local service provider** operating within Shillong.

2. Hold a **valid Trading Licence issued by the Khasi Hills Autonomous District Council (KHADC)** or valid exemption, as applicable, in compliance with Sixth Schedule provisions.
3. Possess valid registrations under **GST, EPF and ESIC**.
4. Have experience in providing similar manpower services to Government Departments / Autonomous Bodies / PSUs.

4. Bid Security

In lieu of Earnest Money Deposit (EMD), bidders shall submit a **Bid Security Declaration** as per **Rule 170 of the General Financial Rules (GFR), 2017**, in the prescribed format (ANNEXURE – IV).

Non-submission of the Bid Security Declaration shall render the bid **non-responsive**.

5. Submission of Tenders

Sealed tenders, addressed to:

The Director General

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong
Lachatelette Complex, Boyce Road, Laitumkhrah
Shillong – 793003

must reach this office **on or before 10.03.2026 at 05:00 PM**.

Tenders shall be dropped in the **Tender Box** kept at RCB&KI, Shillong.

6. Two-Bid System

The tender shall be processed under a **Two-Bid System**, comprising:

- **Envelope–I: Technical Bid**
- **Envelope–II: Financial Bid**

The **Financial Bid** shall be opened only in respect of those bidders who qualify in the **Technical Bid**.

7. Sealing and Marking of Bids

Each bidder shall submit:

- one **Technical Bid**, and
- one **Financial Bid**,

in **separate sealed envelopes**, both placed inside **one outer sealed envelope**.

Superscription:

- **Envelope–I: TECHNICAL BID – Outsourcing of Catering Staff**
- **Envelope–II: FINANCIAL BID – Outsourcing of Catering Staff**

Outer Envelope:

**“TENDER FOR OUTSOURCING OF CATERING STAFF AT RCB&KI,
SHILLONG”**

Mixing of Financial Bid documents with the Technical Bid shall result in **outright rejection**.

8. Opening of Tenders

- **Technical Bids** shall be opened on **11.03.2026 at 11:00 AM** at RCB&KI, Shillong, in the presence of bidders who wish to attend.
- **Financial Bids of only those bidders who are found technically qualified shall be opened on the same day**, after completion of the Technical Bid evaluation, in the presence of the technically qualified bidders or their authorised representatives.
- In the event the scheduled date of opening of bids falls on a non-working day or the bids cannot be opened on the scheduled date due to administrative or unforeseen reasons, the bids shall be opened on the next working day at the same time and venue, without any further notice to the bidders.

9. Contents of Technical Bid

The Technical Bid shall essentially include:

- Firm registration documents;
- Valid KHADC Trading Licence / exemption;
- GST, EPF and ESIC registration certificates;
- Experience certificates;
- Bid Security Declaration;
- Undertakings regarding:
 - compliance with labour laws;
 - timely payment of wages;
 - non-deduction of unauthorised amounts from manpower wages;
 - timely deposit of EPF, ESIC and GST.

10. Contents of Financial Bid

The Financial Bid shall contain **only the BOQ for CATERING STAFF**, duly filled and signed by the Authorised Signatory.

The BOQ shall include:

- minimum wages as notified by **Chief Labour Commissioner (Central)**;
- EPF and ESIC (employer's share);
- service charges (not less than the prescribed minimum);
- GST, as applicable;
- bonus, wherever applicable.

Conditional or incomplete Financial Bids shall be rejected.

11. Governing Documents

The tender shall be governed by:

- this Notice Inviting Tender (NIT);
- **Additional Terms & Conditions (ATC) for Catering Staff**;
- **Services and Activities Schedule (Annexure-I)**;
- BOQ and other tender documents.

In case of any inconsistency, the provisions of the **ATC shall prevail**.

12.Right of Acceptance

RCB&KI, Shillong reserves the right to **accept or reject any or all bids**, wholly or partly, without assigning any reason.

The decision of the **Director General, RCB&KI, Shillong**, being the Competent Authority, shall be final and binding.

2/18/2025
Senior Audit Officer / Admin
क्षेत्रीय क्षमता निर्माण एवं
ज्ञान संस्थान (भा ल एवं ले वि)
पूर्वांचर क्षेत्र, शिलांग
Senior Audit Officer (Admn),
Regional Capacity Building and
Knowledge Institute (IA &AD),
NE Region Shillong

Memo No. RCB&KI/SHG/Tender/2025-26/1613 -1614

For further necessary action

Copy to:

- 1. Core Faculty (IS) for uploading in CPPP Portal and Office Website**
- 2. File**

2/18/2025
Senior Audit Officer / Admin
वरिष्ठ लेखापरीक्षा अधिकारी (प्रशासन),
क्षेत्रीय क्षमता निर्माण एवं
ज्ञान संस्थान (भा ल एवं ले वि)
पूर्वांचर क्षेत्र, शिलांग
Senior Audit Officer (Admn),
Regional Capacity Building and
Knowledge Institute (IA &AD),
NE Region Shillong

ADDITIONAL TERMS & CONDITIONS (ATC)

Outsourcing of Catering Staff

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong

Financial Year 2026–27

1. Scope of Work

- 1.1 The present contract relates to the **outsourcing of Catering Staff** through a Service Provider for providing catering, kitchen and allied support services at **RCB&KI, Shillong**, including services for training programmes, official meetings, residential programmes and other institutional requirements, and at such other premises or locations as may be designated by RCB&KI, Shillong from time to time.
- 1.2 The duties to be performed under this contract are **supportive and operational in nature**, intended solely to facilitate catering and hospitality requirements of RCB&KI, Shillong. Nothing contained herein shall be construed as creation of any permanent or temporary post in RCB&KI, Shillong.
- 1.3 The scope of work under this contract shall be **non-consultancy in nature**, and the Service Provider shall provide only catering manpower services as per the requirement of RCB&KI, Shillong.

2. Services and Activities Schedule (SOP-Mandated)

- 2.1 The services to be provided under this contract shall be governed by the **Services and Activities Schedule (SAS)** placed at **Annexure-I**, which shall form an **integral and binding part of the contract**.
- 2.2 The Service Provider shall perform the services strictly in accordance with the **scope, quantum, duration, responsibilities, deliverables and other conditions** specified in Annexure-I.
- 2.3 Any deviation from the Services and Activities Schedule shall require **prior written approval** of RCB&KI, Shillong.
- 2.4 In the event of any inconsistency between the provisions of the Services and Activities Schedule (Annexure-I) and these ATC, the **provisions of the ATC shall prevail**.

3. Period of Contract

- 3.1 The contract shall be valid for a period of **one (1) year**, commencing from **01.04.2026 and ending on 31.03.2027**, unless terminated earlier in accordance with the provisions contained herein.
- 3.2 Completion of the contract period shall not automatically confer any right on the Service Provider for continuation, extension or renewal of the contract.

3.3 Any continuation, extension or fresh engagement, if considered necessary, shall be strictly governed by **extant Government rules, SOPs and approvals of the Competent Authority**, and shall not be treated as a matter of right.

4. **Statutory Eligibility – Sixth Schedule Area**

4.1 The Service Provider shall possess a **valid Trading Licence issued by the Khasi Hills Autonomous District Council (KHADC)** as required 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 a declaration of exemption with supporting documents.

4.2 The licence/exemption shall remain **valid throughout the currency of the contract**, failing which the contract shall be liable for termination.

5. **Experience and Capability of Service Provider**

5.1 The Service Provider shall have a minimum of **five (05) years' experience** in providing similar catering or hospitality outsourcing services to **Central Government / State Government / Autonomous Bodies / PSUs**, preferably in training institutes, hostels, guest houses or residential establishments.

5.2 The Service Provider shall have adequate financial, managerial and technical capability to execute the contract in a professional manner.

6. **Compliance with Laws and Statutory Registrations**

6.1 The Service Provider shall comply with all applicable **Central and State laws, rules, regulations, notifications and orders** in force from time to time.

6.2 The Service Provider shall possess and maintain valid registrations under, inter alia:

- GST laws
- EPF Act
- ESIC Act
- Contract Labour (Regulation & Abolition) Act
- Minimum Wages Act
- Payment of Wages Act
- Shops & Establishments Act (as applicable)

6.3 Any lapse, default or violation shall be treated as a **material breach of contract**.

7. **Compliance with Labour Laws and Indemnity**

7.1 The Service Provider shall be **solely responsible** for compliance with all labour laws, including but not limited to:

- Minimum Wages Act

- Payment of Wages Act
- Contract Labour (Regulation & Abolition) Act
- Employees' Provident Funds & Miscellaneous Provisions Act
- Employees' State Insurance Act
- Shops & Establishments Act, as applicable

7.2 **RCB&KI, Shillong shall in no way be responsible** for any violation of statutory provisions or infringement of any law by the Service Provider or by the manpower deployed by it.

7.3 The Service Provider shall **indemnify and keep indemnified** RCB&KI, Shillong against all claims, demands, losses, penalties, damages and legal proceedings arising out of non-compliance with statutory obligations.

8. Continuation of Existing Manpower

8.1 Considering the nature of institutional catering and familiarity with kitchen operations, menu cycles and hygiene practices, the successful Service Provider shall continue the existing deployed **Catering Staff**, whether the Service Provider is the existing agency or a new agency, subject to willingness, eligibility and satisfactory performance as assessed by RCB&KI, Shillong.

8.2 Willingness of existing manpower shall be:

- **deemed to exist where the existing Service Provider continues**, unless specifically declined by the individual concerned; and
- subject to eligibility, conduct and satisfactory performance as assessed by RCB&KI, Shillong.

8.3 Any manpower found unsuitable due to misconduct, poor performance, medical unfitness or unwillingness to continue shall be **replaced immediately**, with the **prior approval of RCB&KI, Shillong**.

9. Number of Manpower and Flexibility

9.1 Deployment of Catering Staff shall be **as per the functional requirement** of RCB&KI, Shillong.

9.2 RCB&KI, Shillong reserves the right to **increase or decrease the number of deployed manpower** at any time during the contract period, without any claim for compensation by the Service Provider.

10. Qualification and Duties

10.1 Category-wise Classification:

- **Skilled Category:**
 - **Manager**
 - **Head Cook**

- **Semi-Skilled Category:**

- Supervisor
- Assistant Cook

- **Unskilled Category:**

- Kitchen Helper(s)

10.2 Minimum Qualification and Experience:

- **Manager / Supervisor:**

- Experience in institutional catering / hospitality management;
- Experience in supervision and management of catering and housekeeping operations;
- Familiarity with hygiene, sanitation and institutional service protocols.

- **Head Cook / Assistant Cook:**

- Experience in cooking and food preparation in institutional kitchens;
- Knowledge of food safety, hygiene and sanitation practices.

- **Kitchen Helpers:**

- Experience in kitchen assistance, cleaning and allied duties preferred.

10.3 Duties of Catering Staff shall include, inter alia:

(a) Manager / Supervisor

- overall supervision and coordination of catering operations;
- **management, supervision and deployment of Catering Staff and Housekeeping Staff**, including duty allocation and attendance coordination;
- **ensuring** smooth conduct of catering services during training programmes, meetings and residential programmes;
- **ensuring** compliance with hygiene, sanitation and food safety standards;
- liaison **with** RCB&KI, Shillong officials for operational coordination; and
- any other supervisory or managerial duty assigned by the competent authority.

(b) Head Cook / Assistant Cook

- preparation, cooking and serving of food as per approved menu;
- assisting in menu planning, quantity control and food quality maintenance;
- ensuring hygienic preparation and handling of food items;
- proper use and upkeep of kitchen equipment; and

- any other cooking-related duty assigned by the competent authority.

(c) Kitchen Helpers

- assistance in kitchen operations, cleaning and washing of utensils;
- cleaning and upkeep of kitchen and dining areas;
- assistance in serving food, tea and snacks; and
- any other allied duty assigned in connection with catering services.

Assignment of duties shall be **purely supportive and operational in nature** and shall **not confer any right of appointment or employer–employee relationship** between RCB&KI, Shillong and the deployed Catering Staff.

11. Verification and Documentation

11.1 The Service Provider shall submit:

- deployment order and bio-data;
- photo identity card;
- address and identity proof;
- police verification certificate.
- Medical fitness certificate, wherever required for food handling.

11.2 RCB&KI, Shillong reserves the right to **refuse deployment** of any manpower not meeting the prescribed requirements.

12. Selection, Suitability and Background Verification of Manpower

12.1 The manpower shall be engaged for deployment at **RCB&KI, Shillong only after following the due process as decided by RCB&KI, Shillong**, which may include **conduct of a test, interview, skill assessment or any other method** to assess the **suitability, competence and fitness** of the candidates for the assigned duties.

12.2 The Service Provider shall propose candidates for deployment; however, **RCB&KI, Shillong reserves the right to accept or reject any candidate** based on suitability, conduct, competence or organisational requirements.

12.3 Deployment of any manpower shall be subject to **proper background verification**, including **police verification**, to the satisfaction of RCB&KI, Shillong.

12.4 **No manpower shall be deployed** at RCB&KI, Shillong **without completion of the prescribed selection and verification process** and **prior written approval** of the competent authority.

13. Uniform, Discipline and Conduct

13.1 Deployed Catering Staff shall:

- wear clean and proper uniform / apron during duty hours;

- maintain discipline, punctuality and courteous behaviour;
- strictly adhere to hygiene and sanitation standards;
- strictly abstain from alcohol, drugs or intoxicants during duty hours.

13.2 Any violation shall be treated as **serious misconduct**.

14. Prohibition of Child Labour

No person **below eighteen (18) years of age** shall be deployed under any circumstances, and compliance with applicable child and adolescent labour laws shall be the sole responsibility of the Service Provider.

15. Payment of Wages

15.1 Wages shall be paid strictly in accordance with the **minimum wages notified by the Government of India** under applicable law.

15.2 Wages shall be paid strictly in accordance with the minimum wages notified by the competent authority and be **credited to the bank accounts of the deployed manpower on the last working day of the month, or within the statutory time limits prescribed under Section 5 of the Payment of Wages Act, 1936 (as amended from time to time), whichever is earlier.**

15.3 Proof of payment of wages shall be submitted by the Service Provider along with the monthly bill.

15.4 Any delay or default in payment of wages shall be treated as a **serious breach of contract**, attracting action including withholding of bills, recovery, termination and forfeiture of Performance Security.

16. Undertaking Regarding Deductions from Wages

16.1 The Service Provider shall give a **written undertaking** that **no deduction of any kind other than mandatory statutory deductions**, such as deductions towards **EPF, ESIC, Income Tax (if applicable)** or any other deduction mandated under law, shall be made from the wages payable to the deployed manpower.

16.2 **No unauthorised, arbitrary or untoward deductions or kickbacks** shall be made from the wages of the manpower on any account whatsoever.

16.3 **However, deduction of nominal charges towards issuance of identity card**, if any, shall be permissible.

16.4 Any violation of this undertaking shall be treated as a **serious breach of contract**, and may attract appropriate action including withholding of payments, recovery of amounts, or termination of contract, as deemed fit by RCB&KI, Shillong.

17. Applicability of CLC(C) Minimum Wages

17.1 The contract value for outsourcing of **Six (06) Catering Staff** shall be based strictly on **minimum wages applicable to Skilled/ Semi-Skilled/ Unskilled category notified by the Government of India, Ministry of Labour & Employment,**

Office of the **Chief Labour Commissioner (Central)**, vide **Order F. No. 1/6(3)/2025-LS.II dated 25.09.2025**, or any subsequent order, whichever is later.

17.2 Any revision in minimum wages shall be implemented **mandatorily and automatically** from the date of notification.

18. Minimum Service Charges

18.1 In accordance with the instructions issued by the **Department of Expenditure, Ministry of Finance**, the **service charges quoted by the Service Provider shall not be less than 3.85% of the total monthly wages** (excluding statutory components such as EPF, ESIC, bonus and GST), or such minimum percentage as may be prescribed by the Government from time to time.

18.2 Any bid quoting service charges **below the prescribed minimum** shall be treated as **non-responsive** and shall be liable to rejection.

18.3 In case of revision of minimum service charge norms by the Government during the currency of the contract, the revised norms shall be applicable from the date of effect of such notification.

19. EPF, ESIC and GST – Timelines

19.1 EPF and ESIC contributions shall be deposited **on or before the 15th of the succeeding month**.

19.2 GST shall be deposited within timelines prescribed under the GST Acts.

19.3 Proof of statutory remittance shall be submitted **along with the monthly bill**.

20. Responsibility for EPF, ESIC and Statutory Claims

20.1 The Service Provider shall be **solely and exclusively responsible** for compliance with all statutory obligations in respect of the manpower deployed under this contract, including but not limited to **EPF, ESIC, gratuity, bonus, leave, compensation, insurance and all other benefits or dues** under applicable labour laws.

20.2 Any **claim, demand, notice, dispute, recovery proceeding, penalty or legal action** arising out of or relating to **EPF, ESIC or any other statutory or labour-related matter**, whether raised by deployed manpower, statutory authorities or any third party, shall be the **sole responsibility of the Service Provider**.

20.3 **RCB&KI, Shillong shall not be responsible or liable**, directly or indirectly, for settlement of any such claim or for any payment, interest, penalty, damages or compensation.

20.4 The Service Provider shall **indemnify and keep indemnified** RCB&KI, Shillong against all losses, liabilities, penalties, costs and legal expenses arising out of non-compliance or statutory claims.

20.5 Any failure to comply with statutory obligations shall be treated as a **serious and material breach of contract**, rendering the contract liable for **immediate termination**, forfeiture of Performance Security and recovery of dues.

21. Billing and Payment

21.1 Monthly bills shall be submitted on the **last working day of the month**, supported by attendance records maintained by RCB&KI, Shillong and proof of statutory compliance.

21.2 Payment shall be released **on or before seven (07) working days** from receipt and verification.

21.3 **No advance payment** shall be made.

22. Tax Deduction at Source

22.1 All payments made to the Service Provider shall be subject to **deduction of tax at source (TDS)** under the **Income-tax Act, 1961** and **TDS under the Goods and Services Tax (GST) laws**, wherever applicable, **at the rates in force at the time of payment**.

22.2 The deducted amounts shall be deposited with the appropriate Government authorities within the prescribed timelines, and necessary certificates/returns shall be issued/filed as per law.

23. Recovery of Overpayment

23.1 In the event of any **excess, erroneous or irregular payment** being made to the Service Provider, whether due to incorrect billing, arithmetical error, overstatement of attendance, non-deduction of Leave Without Pay (LWP), or non-compliance with statutory provisions, **RCB&KI, Shillong shall be entitled to recover such amount**.

23.2 Recovery shall be effected by:

- adjustment against **subsequent monthly bills**, and/or
- adjustment or encashment of the **Performance Security**, wholly or partially.

23.3 The Service Provider shall **not raise any objection or claim** against such recovery once the discrepancy is established by RCB&KI, Shillong. Recovery shall be without prejudice to any other action that may be taken under the contract or under law.

24. Sub-letting and Assignment

24.1 The Service Provider shall **not sub-let, assign, transfer or otherwise part with** the contract, in whole or in part, to any third party without the **prior written approval** of the Competent Authority of RCB&KI, Shillong.

24.2 Any unauthorised sub-letting, assignment or transfer of the contract shall be treated as a **material breach of contract**, rendering the contract liable to **immediate termination**, with forfeiture of Performance Security.

25. Workspace, Seating and Access to Premises

25.1 RCB&KI, Shillong shall provide access to kitchen, dining and related areas **reasonable workspace**, including seating arrangement and work desk, to the manpower deployed through the Service Provider, **strictly as per functional requirement and availability**.

25.2 Necessary **gate/entry passes or identity credentials** shall be issued to the deployed manpower for access to RCB&KI, Shillong premises or designated work locations, subject to security protocols in force.

25.3 Provision of workspace or access shall **not be construed as conferring any permanent right** or entitlement on the deployed manpower.

26. Basic Amenities

26.1 RCB&KI, Shillong shall facilitate access to **basic amenities**, such as **drinking water and washroom facilities**, for the deployed manpower during working hours.

26.2 The provision of such amenities is purely for enabling performance of assigned duties and shall **not be treated as a service benefit or employment perk**.

27. Access to Official Infrastructure and Resources

27.1 RCB&KI, Shillong may provide access to **official infrastructure and resources**, including but not limited to **stationery, printers, electricity, internet connectivity, servers, data drives, tools and software**, strictly as required for performance of official duties.

27.2 Such access shall be **limited to official purposes only** and subject to internal security, IT and data protection policies of RCB&KI, Shillong.

27.3 The Service Provider shall ensure that the deployed manpower:

- does not misuse official resources;
- does not access unauthorised data or systems; and
- maintains confidentiality of official information.

27.4 Any misuse or unauthorised access shall be treated as a **serious breach of contract**, liable for termination and legal action.

28. Working Hours and Attendance

28.1 Deployment of Catering Staff shall normally be for **up to twenty-six (26) working days per month**, following a **six (6) days working week**, as per the working hours prescribed by RCB&KI, Shillong.

28.2 The **attendance and leave records** of deployed manpower shall be **maintained by RCB&KI, Shillong**, through manual registers and/or biometric systems, and shall be **final and binding** for all purposes, including billing and deductions.

28.3 The Service Provider shall deploy manpower in a manner that ensures **uninterrupted service delivery**, including provision of replacements where required.

29. Leave, Attendance and LWP

29.1 Leave shall be governed by **applicable Labour Laws and the Shops & Establishments Act**.

29.2 Where the statute is silent, **Casual Leave up to a maximum of 15 days per year on pro-rata basis** shall be considered for billing purposes.

29.3 Attendance and leave records maintained by RCB&KI, Shillong shall be **final and binding for billing purposes**.

29.4 Absence beyond admissible leave shall be treated as **Leave Without Pay (LWP)**, with proportionate deduction if no replacement is provided.

30. Residential Requirement

30.1 Considering that RCB&KI, Shillong is a **residential training establishment** where trainees reside in hostels, the Catering Staff deployed under this contract may be required to **stay within the premises of RCB&KI, Shillong or such designated accommodation as may be provided**, to ensure **uninterrupted and efficient catering services**.

30.2 As a **general arrangement**, Catering Staff other than the Manager and Supervisor shall stay within the premises. **However, depending on operational exigencies, training schedules or administrative requirements, the Manager and/or Supervisor may also be required to stay within the premises**, either temporarily or for specified periods, as decided by RCB&KI, Shillong.

30.3 Such residential arrangement shall be **purely for operational convenience and continuity of services** and shall **not be construed as provision of residential accommodation as a service condition**, nor shall it create any right, tenancy or entitlement in favour of the Service Provider or the deployed manpower.

30.4 The responsibility for discipline, conduct and adherence to institutional rules by the residential Catering Staff shall rest entirely with the **Service Provider**.

31. No Employer–Employee Relationship

31.1 The manpower deployed under this contract shall, at all times, remain **employees of the Service Provider only**, and shall **not be deemed to be employees of RCB&KI, Shillong** for any purpose whatsoever.

31.2 Nothing contained in this contract, or in the manner of deployment, supervision or performance of duties, shall be construed as creating any **employer–employee**

relationship, master-servant relationship, agency, partnership or joint venture between RCB&KI, Shillong and the deployed manpower.

31.3 The deployed manpower shall **not be entitled to any benefits, privileges or facilities** that are applicable to regular or contractual employees of RCB&KI, Shillong, including but not limited to leave benefits, medical facilities, pension, gratuity, bonus, promotion, absorption or regularisation.

31.4 Any claim, demand or representation made by the deployed manpower for **absorption, regularisation or continuation** in RCB&KI, Shillong shall be the **sole responsibility of the Service Provider**, and RCB&KI, Shillong shall not be liable or responsible in any manner.

32. Liability and Risk

32.1 RCB&KI, Shillong shall **not be liable or responsible** for any injury, illness, accident, disability or death of the deployed manpower during the course of deployment or otherwise.

32.2 The Service Provider shall be solely responsible for:

- safety, health and welfare of the deployed manpower;
- compliance with all statutory provisions relating to work conditions; and
- payment of compensation, if any, arising out of injury, accident or death.

32.3 The Service Provider shall **indemnify and keep indemnified** RCB&KI, Shillong against all claims, demands, losses, damages, compensation, penalties or legal proceedings arising out of any such incident.

33. Grievance Redressal Mechanism

33.1 The Service Provider shall designate a **Single Point of Contact (SPOC)**, with contact details, for addressing all grievances and issues relating to the deployed manpower.

33.2 The SPOC shall be responsible for prompt resolution of grievances relating to:

- wages and statutory benefits;
- attendance and deployment;
- discipline and conduct of manpower.

33.3 Any grievance relating to the deployed manpower **shall be addressed and resolved by the Service Provider**, and RCB&KI, Shillong shall not be treated as a forum for resolution of labour disputes.

33.4 Failure to resolve grievances within a reasonable time may be treated as **deficiency in service** and may invite action including termination of the contract.

34. Confidentiality and Data Protection

34.1 The Service Provider shall ensure that the deployed manpower **maintains strict confidentiality** of all official records, documents, data and information accessed during the course of deployment.

34.2 The deployed manpower shall not, without prior written permission of RCB&KI, Shillong:

- disclose any official information to any third party;
- copy, store, transmit or misuse official data; or
- use such information for personal or commercial purposes.

34.3 The obligation of confidentiality shall **survive termination** or expiry of the contract.

34.4 Any breach of confidentiality shall be treated as a **serious violation**, liable for termination of contract, forfeiture of Performance Security and initiation of legal action.

35. Performance Security

35.1 The successful Service Provider shall furnish a **Performance Security equivalent to three percent (3%) of the final contract value**, in the form of a Bank Guarantee or other permissible instrument, as specified in the NIT.

35.2 The Performance Security shall **remain valid for a period of sixty (60) days beyond the completion of all contractual and statutory obligations**, including settlement of final bills.

35.3 The Performance Security may be **forfeited, wholly or partially**, in the event of:

- breach of contractual terms;
- non-compliance with statutory obligations;
- termination due to default; or
- recovery of dues payable to RCB&KI, Shillong.

35.4 Forfeiture of Performance Security shall be **without prejudice** to any other rights or remedies available to RCB&KI, Shillong under the contract or under law.

36. Performance Review, Penalty and Corrective Action (SOP-Based)

Performance shall be reviewed **at least quarterly**. Penalties and corrective actions shall be imposed strictly in accordance with the **SOP for Outsourcing of Services**.

37. Integrity and Ethical Conduct

The Service Provider shall adhere to the Code of Integrity for Public Procurement (CIPP).

Violations may result in termination and debarment.

38. Termination of Contract

38.1 Termination for Convenience:

RCB&KI, Shillong may terminate the contract at any time, for administrative reasons or in public interest, by giving **one (01) month's written notice** to the Service Provider, **without assigning any reason and without liability for compensation.**

38.2 Termination for Default

(a) Show Cause Notice (General Rule)

Except in cases involving grave breach as specified in Clause 36.2(b) below, where the Service Provider commits any default or breach of the terms and conditions of the contract, **RCB&KI, Shillong shall issue a Show Cause Notice** to the Service Provider, clearly specifying the nature of default and calling upon the Service Provider to submit its written explanation within a stipulated period.

(b) Immediate Termination Without Notice (Grave Breaches)

Notwithstanding Clause 36.2(a) above, **RCB&KI, Shillong may terminate the contract forthwith, without prior notice**, in whole or in part, in case of **grave breach**, including but not limited to the following:

- violation of labour laws or statutory provisions;
- non-payment or delayed payment of wages, EPF or ESIC contributions;
- submission of false, fabricated or misleading documents;
- persistent unsatisfactory performance or negligence;
- breach of confidentiality;
- unauthorised sub-letting or assignment; or
- insolvency, liquidation or cessation of business of the Service Provider.

"The determination of whether a breach is grave shall rest with RCB&KI, Shillong, whose decision shall be final."

38.3 Consequences of Termination

Upon termination:

- deployed manpower shall be withdrawn immediately, unless otherwise directed;
- Performance Security may be forfeited;
- pending dues shall be recovered; and
- RCB&KI, Shillong may make alternative arrangements at the **risk and cost of the Service Provider.**

39. Interim / Alternative Arrangement

39.1 In the event of termination, default or failure of the Service Provider to provide uninterrupted services, **RCB&KI, Shillong shall be entitled to make interim or alternative arrangements** for continuation of services.

39.2 Such arrangements shall be made **without prejudice** to the rights of RCB&KI, Shillong to recover costs, damages or penalties from the Service Provider.

40. Governing Law and Jurisdiction

40.1 This contract shall be **governed by and construed in accordance with the laws of India.**

40.2 Any dispute arising out of or in connection with this contract shall, as far as possible, be resolved amicably through mutual consultation.

40.3 In case of failure to resolve the dispute amicably, the matter shall be subject to the **exclusive jurisdiction of the competent courts at Shillong, Meghalaya only**, and no other court shall have jurisdiction.

41. Amendment and Extension

41.1 No amendment, modification or extension of this contract shall be valid unless made **in writing and approved by the Competent Authority.**

41.2 Any extension of the contract, if considered necessary, shall be **strictly in accordance with extant Government rules, SOPs and approvals**, and shall not be treated as automatic or as a matter of right.

41.3 Mere continuation of services beyond the contract period shall **not imply extension or renewal** of the contract.

These Additional Terms & Conditions shall be **read in conjunction with the Notice Inviting Tender (NIT), the Services and Activities Schedule (Annexure-I), and other tender documents** forming part of the contract.

In the event of any **ambiguity, inconsistency or conflict** among the tender documents, the **provisions of these Additional Terms & Conditions shall prevail**, unless otherwise specifically provided.

Matters not expressly provided for herein shall be governed by the **relevant provisions of the General Financial Rules (GFR), applicable Government instructions, and laws in force.**

SERVICES AND ACTIVITIES SCHEDULE (SAS)

Outsourcing of Catering Staff

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong

Financial Year: 2026-27

1. Procuring Entity – Background

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong is a training institute of the Comptroller and Auditor General of India. The Institute is engaged in capacity building, training and knowledge dissemination for officials of the Indian Audit & Accounts Department and other stakeholders. It functions as a residential training establishment comprising academic blocks, administrative offices, hostels, kitchens, dining areas, conference halls, internal and external common areas, and other institutional facilities.

2. Purpose and Objective of Services

The objective of this Services and Activities Schedule is to ensure **uninterrupted, hygienic and efficient catering services** at RCB&KI, Shillong through outsourcing of trained Catering Staff, so as to support residential training programmes, official meetings and institutional activities.

3. Scope and Description of Services

The Service Provider shall deploy **Catering Staff** to perform catering and allied support services of a **supportive and operational nature**, including but not limited to:

- preparation, cooking and serving of meals as per approved menu;
- preparation and serving of tea, snacks and refreshments during training programmes and official meetings;
- assistance in kitchen operations, cleaning and upkeep;
- maintenance of hygiene, sanitation and food safety standards in kitchen and dining areas;
- proper handling, storage and use of food items, utensils and kitchen equipment;
- **supervision and management of Catering Staff by the Manager and Supervisor**, including duty allocation and attendance coordination; and
- any other catering-related duty assigned by the competent authority.

The duties shall not involve any academic, instructional or decision-making responsibilities.

4. Number of Manpower

The approved manpower strength for catering services shall be as follows:

Category	Designation	Number
Skilled	Manager	01
Semi-Skilled	Supervisor	01
Skilled	Head Cook	01
Semi-Skilled	Assistant Cook	01
Unskilled	Kitchen Helper	02
Total		06

The number is indicative and subject to variation as per provisions of the ATC.

5. Contract Period and Duration of Services

- **Contract Period:** From **01.04.2026 to 31.03.2027**
- **Nature of engagement:** Full-time deployment, including early morning / evening duties as required for residential catering operations.

No extension or continuation shall be treated as a matter of right and shall be governed by the ATC and extant Government instructions.

6. Type of Contract / BOQ

- **Type of Contract:** Time-based manpower outsourcing contract
- **Billing:** Monthly, based on actual attendance and statutory compliance, as per ATC.

7. Resources Required

(a) Manpower

- As per Para 4 above.

(b) Materials / Equipment

- Nil. Kitchen infrastructure, utilities and equipment shall be provided by RCB&KI, Shillong as per institutional arrangements.

8. Facilities to be Provided by RCB&KI, Shillong

RCB&KI, Shillong shall provide access to kitchen, dining and food service areas, basic amenities and institutional facilities strictly for official catering purposes. Such access shall not be treated as a service benefit.

9. Statutory and Contractual Obligations

The Service Provider shall comply with all applicable **labour laws, minimum wages, EPF, ESIC, GST, and other statutory requirements**, as stipulated in the ATC.

RCB&KI, Shillong shall not be responsible for any statutory non-compliance by the Service Provider.

10. Institutional and Organisational Arrangements

Day-to-day supervision shall be exercised by officers designated by RCB&KI, Shillong. Overall contract management shall be handled by the Administration Section.

11. Review and Performance Monitoring

- Performance of the Service Provider and deployed manpower shall be **reviewed at least quarterly**, or as required, in accordance with the **ATC and SOP for Outsourcing of Services**.
- Attendance records and supervisory feedback maintained by RCB&KI, Shillong shall form the basis for billing and performance evaluation.

12. Deliverables

- Timely and hygienic provision of meals and refreshments;
- orderly kitchen and dining operations;
- uninterrupted catering support to residential training programmes; and
- disciplined conduct of deployed manpower.

This Services and Activities Schedule (SAS) forms an integral and binding part of the contract for outsourcing of Catering Staff at RCB&KI, Shillong and shall be read in conjunction with the Notice Inviting Tender (NIT), the Additional Terms & Conditions (ATC) and other tender documents.

In the event of any ambiguity, inconsistency or conflict between this Services and Activities Schedule and the provisions of the ATC or the NIT, the provisions of the **Additional Terms & Conditions (ATC)** shall prevail.

Matters not expressly covered in this Services and Activities Schedule shall be governed by the relevant provisions of the **General Financial Rules (GFR)**, applicable Government instructions and laws in force from time to time.

ANNEXURE – II

Deduction & Corrective Action Matrix (SOP-Aligned)

(For Outsourced Manpower Services at RCB&KI, Shillong)

Governing Provision

This Annexure prescribes a **graded framework for deductions and corrective actions** for deficiencies in service delivery.

Termination of contract, forfeiture of Performance Security and major penal actions shall be governed exclusively by the ATC and applicable SOP, and nothing in this Annexure shall override those provisions.

All actions under this Annexure shall be taken **after due verification**, and **except in cases of grave breach**, after giving the Service Provider an opportunity to explain.

A. Deduction & Corrective Action Matrix

Sl. No.	Nature of Default	1st Instance	2nd Instance	3rd / Persistent Instance
1	Non-deployment of full manpower as per contract / joining date	Pro-rata deduction equivalent to wages and statutory components for manpower not deployed, for the period of short deployment (up to 15 days)	Continued pro-rata deduction + written warning	Action including recommendation for termination and forfeiture of Performance Security, as per ATC
2	Breach of confidentiality by deployed manpower	Treated as serious deficiency; immediate replacement of concerned manpower + written warning to Service Provider	If repeated or substantiated as grave breach, action including termination and forfeiture of Performance Security, as per ATC	—
3	Theft, loss of material, or damage to property attributable to deployed manpower	Recovery of actual loss/damage from the Service Provider + immediate replacement of concerned manpower	Recovery of actual loss + enhanced monitoring and written warning	If repeated or grave, action including termination and forfeiture of Performance Security, as per ATC
4	Misconduct, disobedience, or indiscipline by deployed manpower	Written warning / counselling and immediate replacement of concerned manpower, if required	Replacement of manpower + warning to Service Provider	Persistent misconduct may lead to action including termination, as per ATC
5	Absence / unauthorised leave without substitute	Pro-rata deduction equivalent to wages and statutory	Enhanced deduction for repeated absence + written warning	Persistent default may lead to action including

Sl. No.	Nature of Default	1st Instance	2nd Instance	3rd / Persistent Instance
		components for days of absence where no substitute is provided		termination, as per ATC
-6	Adoption of illegal, corrupt or unethical practices by deployed manpower in collusion with any third party	Treated as grave breach ; immediate replacement of manpower and initiation of action under ATC	—	—
7	Delay or default in payment of wages or deposit of EPF/ESIC by the Service Provider	Written warning and withholding of bills until compliance	Continued withholding of bills and escalation to Competent Authority	Persistent default to be treated as grave breach and dealt with under ATC

B. Important Clarifications

1. All deductions shall be **limited to actual, quantifiable loss or pro-rata wage impact**, and shall not be punitive in nature.
2. No deduction shall be imposed on individual workers by RCB&KI, Shillong; **liability rests solely with the Service Provider**.
3. This Annexure is **illustrative and enabling**, and does not restrict RCB&KI, Shillong from taking action under the ATC, SOP or law in force.

BOQ – Financial Bid Outsourcing of Catering Staff

Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong
Financial Year: 2026–27

Note to Bidders:

- Wages shall be quoted strictly as per minimum wages notified by CLC(C) for **Skilled / Semi-Skilled / Unskilled categories**, as applicable, or any revision thereof.
- Monthly wages shall be calculated on **26 working days**.
- Service charges **shall not be less than 3.85%** of total monthly wages (excluding statutory components).
- Quoting service charges below the prescribed minimum shall render the bid **non-responsive**.

A. Manpower Requirement

Sl. No.	Category	Skill Level	Designation	No. of Persons	Working Days / Month
1	Catering Staff	Skilled	Manager	1	26 Days
2	Catering Staff	Semi-Skilled	Supervisor	1	26 Days
3	Catering Staff	Skilled	Head Cook	1	26 Days
4	Catering Staff	Semi-Skilled	Assistant Cook	1	26 Days
5	Catering Staff	Unskilled	Kitchen Helper	2	26 Days
			Total	6	

B. Monthly Cost Break-up (Per Person)

(To be filled separately for each category)

Sl. No.	Cost Component	Amount (₹)
B1	Minimum Wages (as per CLC(C) – applicable skill category)	_____
B2	EPF – Employer’s Share (as applicable)	_____
B3	ESIC – Employer’s Share (as applicable)	_____
B4	Any other statutory component (if applicable)	_____
B5	Total Monthly Cost per Person	_____

C. Monthly Cost for 06 Catering Staff

Sl. No.	Description	Amount (₹)
C1	Manager – Total Monthly Cost × 1	_____
C2	Supervisor – Total Monthly Cost × 1	_____
C3	Head Cook – Total Monthly Cost × 1	_____
C4	Assistant Cook – Total Monthly Cost × 1	_____
C5	Kitchen Helpers – Total Monthly Cost × 2	_____
C6	Total Monthly Wages & Statutory Cost	_____

D. Service Charges

Sl. No.	Description	Amount (₹)
D1	Service Charges @ ____ % (Minimum 3.85%) on (C6)	_____

Note: Quoting service charges below 3.85% shall render the bid non-responsive.

E. Total Monthly Contract Value

Sl. No.	Description	Amount (₹)
E1	Total Monthly Wages & Statutory Cost (C6)	_____
E2	Service Charges (D1)	_____
E3	Subtotal (Before GST)	_____

F. GST (As Applicable)

Sl. No.	Description	Amount (₹)
F1	GST @ ____ % on E3	_____
F2	Total Monthly Contract Value (Including GST)	_____

G. Annual Contract Value

Sl. No.	Description	Amount (₹)
G1	Total Monthly Contract Value (F2) × 12	_____

H. Statutory Bonus (As Applicable)

Sl. No.	Description	Amount (₹)
H1	Statutory Bonus payable under the Payment of Bonus Act, 1965 (for eligible Catering Staff, as applicable).	_____

Note:

1. Statutory bonus shall be paid by the Service Provider to the deployed manpower strictly in accordance with the Payment of Bonus Act, 1965.
2. Bonus shall be claimed separately by the Service Provider after disbursement to the manpower, supported by proof of payment.
3. Reimbursement of bonus shall be subject to verification and approval by RCB&KI, Shillong.

I. Total Contract Value (Including Bonus)

Sl. No.	Description	Amount (₹)
I1	Annual Contract Value (G1)	_____
I2	Statutory Bonus (H1)	_____
I3	Total Contract Value (Including Bonus)	_____

J. Declaration by Bidder

I/We certify that:

- Minimum wages have been quoted strictly as per **CLC(C) notifications**.
- Service charges quoted are **not less than 3.85%**.
- All statutory liabilities including EPF, ESIC, bonus and labour law compliances shall be borne by us as per ATC.
- No unauthorised deductions shall be made from the wages of deployed manpower.

Signature of Authorised Signatory

Name:

Designation:

Seal of Firm:

Date:

ANNEXURE – IV

BID SECURITY DECLARATION

(In lieu of Earnest Money Deposit)

(To be submitted on the Letter Head of the Bidder)

I/We, the undersigned, hereby declare that I/We understand that bids for the subject tender are required to be supported by a **Bid Security Declaration** In lieu of Earnest Money Deposit (EMD), in terms of **Rule 170 of the General Financial Rules (GFR), 2017**, as amended from time to time.

I/We further understand and accept that if I/We:

1. withdraw or modify the bid during the period of bid validity; or
2. fail to sign the Agreement after acceptance of the bid; or
3. fail to submit the required **Performance Security** within the stipulated time after award of the contract;

then I/We shall be liable to be **debarred from participating in any tender or procurement process of Regional Capacity Building & Knowledge Institute (RCB&KI), Shillong for a period of up to two (02) years**, as per extant Government instructions and applicable rules.

I/We also declare that this **Bid Security Declaration shall remain valid for the entire period of bid validity** and shall **automatically stand cancelled upon submission and acceptance of the Performance Security** by the successful bidder.

This declaration is made voluntarily and with full understanding of the consequences under the tender conditions, the Additional Terms & Conditions (ATC), and applicable Government rules.

Tender Details

Name of the Tender: Outsourcing of Catering Staff at RCB&KI, Shillong

Tender No.: No. RCBKI/SHG/ADMN/Tender_Outsourcing/2025-26/...

NOTICE INVITING TENDER

Name of the Bidder: _____

Registered Address: _____

GSTIN: _____

Signature of Authorised Signatory

Name: _____

Designation: _____

Seal of the Firm

Date: _____

Place: _____

UNDERTAKING

(To be submitted on the Letter Head of the Bidder)

I/We, M/s _____, having our registered office at _____, do hereby solemnly affirm and undertake as under:

1. Compliance with Labour Laws

I/We undertake to comply with all applicable Central and State labour laws, rules, regulations and statutory provisions in force from time to time, including but not limited to the Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, Employees' Provident Funds & Miscellaneous Provisions Act, Employees' State Insurance Act, Payment of Bonus Act and all other laws applicable to the manpower deployed under the contract.

2. Timely Payment of Wages

I/We undertake to ensure that wages to all deployed manpower shall be paid strictly in accordance with the notified minimum wages and within the statutory time limits prescribed under the Payment of Wages Act, 1936, through bank transfer to the individual bank accounts of the manpower.

3. Non-deduction of Unauthorised Amounts

I/We undertake that no unauthorised, arbitrary or illegal deductions shall be made from the wages of the deployed manpower. Only statutory deductions as mandated under applicable laws (such as EPF, ESIC and Income Tax, wherever applicable) shall be made. No other deductions shall be effected except as permitted under law.

4. Prohibition of Kickbacks and Illegal Gratification

I/We undertake that neither the firm nor any of its representatives shall demand, accept, offer or allow any form of kickback, commission, illegal gratification, inducement or monetary/non-monetary benefit, directly or indirectly, from the deployed manpower or from any other person in connection with their deployment, wages, continuation or conditions of service.

I/We further undertake that no part of the wages payable to the manpower shall be siphoned, recovered or returned to the Service Provider or any of its agents in any manner whatsoever.

5. Timely Deposit of EPF, ESIC and GST

I/We undertake to deposit EPF and ESIC contributions (both employer's and employee's share) within the timelines prescribed under the respective Acts, and to deposit GST within the timelines prescribed under the GST laws. Proof of such

statutory remittances shall be submitted along with the monthly bills or as and when required by RCB&KI, Shillong.

6. Responsibility and Consequences

I/We further undertake that any default, delay or non-compliance with the above undertakings, including involvement in kickbacks or illegal gratification, shall render us liable for action as per the terms and conditions of the tender, Additional Terms & Conditions (ATC), applicable SOPs and laws in force, including withholding of payments, recovery of dues, forfeiture of Performance Security and termination of contract, as applicable.

This undertaking is given with full knowledge that it forms an integral part of the tender process and shall be binding on us upon award of the contract.

Name of the Firm: _____

Name of Authorised Signatory: _____

Designation: _____

Signature: _____

Seal of the Firm

Date: _____

Place: _____

KHADC TRADING LICENCE / EXEMPTION DECLARATION
(To be submitted on the Letter Head of the Bidder)

Tender Name:

Outsourcing of _____ at RCB&KI, Shillong

Tender No.: _____

I/We, M/s _____, having our registered office at _____, hereby declare the following with respect to compliance under the United Khasi-Jaintia Hills District (Trading by Non-Tribals) Regulation, 1954, relevant Rules, and other applicable District Council laws in force within the Sixth Schedule area:

1. Status Declaration (Tick Applicable Option)

Option A – Licence Holder

We possess a valid Trading Licence issued by the Khasi Hills Autonomous District Council (KHADC).

- Licence No.: _____
- Date of Issue: _____
- Valid Upto: _____

A self-attested copy of the valid Trading Licence is enclosed.

Option B – Exempted Entity

We claim exemption from holding a KHADC Trading Licence under applicable provisions of law.

Basis of Exemption (Tick and Specify):

- Government Department / Office
- Autonomous Body / Statutory Organisation
- Public Sector Undertaking
- Other legally exempt category (specify): _____

Documentary proof supporting the exemption is enclosed.

2. Undertaking of Compliance

I/We undertake that:

1. Compliance with the KHADC Trading Licence requirement or lawful exemption thereto is solely our responsibility.

2. The licence (if held) or exemption (if claimed) shall remain valid and enforceable throughout the currency of the contract.
3. We shall immediately inform RCB&KI, Shillong of any cancellation, expiry, withdrawal or modification affecting the licence or exemption status.
4. If directed by any competent authority to obtain a Trading Licence, we shall obtain and submit the same within the time stipulated by RCB&KI, Shillong.

3. Liability and Indemnity

I/We understand and agree that:

- RCB&KI, Shillong shall not be liable for any violation of District Council laws committed by us.
- Any penalty, proceeding, claim or legal action arising out of non-compliance with KHADC requirements shall be solely our responsibility.
- We shall indemnify and keep indemnified RCB&KI, Shillong against any such liability, loss or consequence.

4. Consequences of False Declaration

I/We acknowledge that any false declaration, suppression of facts or invalid exemption claim may result in:

- rejection of our bid;
- termination of contract (if awarded);
- forfeiture of Performance Security;
- debarment; and/or
- legal action as per applicable laws.

This declaration is made voluntarily and with full understanding that it forms an integral part of the tender conditions.

Name of Firm: _____

Name of Authorised Signatory: _____

Designation: _____

Signature: _____
Seal of Firm

Date: _____

Place: _____