

No. RTI/J/A/OS/2022-23/159

Dated: 13-05-2022

Tender Notice

This office invites sealed limited tender enquiry from eligible/reputed and authorized/ISO certified contractors/agencies/service providers/firms/vendors for providing manpower (outsources) in different categories for the period from the date of signing of contract agreement to 31st March 2023 in the office of the Director General, Regional Training Institute, Jammu. The tender should reach this office by or before 28-05-2022 upto 04:30 PM. Bank guarantee for an amount of Rs.30,000/- (Rupees Thirty Thousand only) pledged in favour of Director General, Regional Training Institute, Jammu must accompany the tender. The tender would be opened on 30-05-2022 at 12:00 PM in the chamber of Administrative Officer (A), office of the Director General, Regional Training Institute, Jammu in the presence of such of the tenderers who may wish to be present. The details of the manpower, terms and conditions can be had from this office, on all working days upto 27-05-2022 between 02:00 PM to 04:00 PM and also can be downloaded from our official websites <https://cag.gov.in/rti/jammu>.

The Director General, Regional Training Institute, Jammu, reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Sd/-
Sr. Administrative Officer (A)

Terms and conditions of contract

1. All statutory norms are to be followed including maintenance of Minimum Wages Act as notified by Regional Labour Commissioner (Central). The service provider should be registered with the concerned Government department/organization for supply of manpower. Certificate to this effect may be submitted with the tender documents.
2. Deposit of 12% PF by the agency on behalf of principle employer should be done on monthly basis.
3. Deposit of another 12% PF after deducting the same from the wages of the workers (Employee contribution). Thus, 24% PF will be deposited against each worker in each month.
4. The necessary deduction shall be made on TDS as per prevailing rate of Income tax deptt. while making payment to the agency by this office.
5. The agency is liable to make the payment to his staff by 5th of every month. In case 5th day of the month happens to be a holiday then on the following working day after 5th day of the month. The payment shall be released on or before 5th of every month failing which a penalty of Rs.200/- per day shall be imposed on the agency. The agency should deposit PF as detailed in Para 2 & 3 above and submit proof to RTI-Jammu along with his bill for the following month so that the next Running Account bill can be released. Otherwise the bill shall not be released. The agency shall submit the PF account No. of the staff within 3 months from the date of commencement of agreement.
6. RTI-Jammu also reserve the right to deposit the Provident Fund both Employees and Employer contribution in case the contractor fails to deposit / submit proof as stipulated in Para 5 above and a penalty equal to 10% of amount deposited by RTI-Jammu as PF will be recovered from the agency. The whole amount including penalty shall be recovered from next running bill of the agency. Repeat of such incident continuously for three months, will lead to termination of the agreement.
7. The office reserves the right to terminate the contract by giving 15 days notice in writing in case the services are not upto the mark.
8. The agency has to comply with all Labour laws, PF laws and any other law of Center/State Govt. or other regulation body and shall submit documentary evidence as and when required by RTI-Jammu
9. Work force engaged by the contractor shall be transferrable from one location of the office to another location of same office as per requirement of RTI-Jammu.
10. Payment by this Office will be made monthly after getting satisfactory report from caretaker and as per attendance duly countersigned by the Asstt. Administrative Officer (Admn). Payments will be made only on receipt of ESIC/EPFO deductions for the previous month. Further, the agency will be required to submit statements showing deposit of the remuneration in the bank accounts of the personnel deployed by it.
11. The suitability of the personnel will be assessed by the office. The agency should make sure that personnel they engage should not have any criminal back ground. The agency will be required to provide a substitute within 01 day in case the performance of a person is not found satisfactory at any level and also in case of person not attending the work of any reason.
12. RTI, Jammu at its discretion depending upon the workload may at any point of time extend or curtail or make changes in the requirement of scope of services required. The agency shall be given one week notice period, for curtailment or for increasing of the scope of services.
13. The personnel engaged by the agency shall be employees of the agency only and will have no right to claim regularization of their services in the office, under any circumstances. The agency will be responsible to keep all personnel informed of this condition.
14. Any liability arising out of the workmen compensation Act in respect of the man-power supplied under the contract shall be borne by the agency.

15. The manpower deployed shall be fully alert and obedient during the period of duty. They will not indulge in any unfair practices during the period of employment.
16. The agency shall be solely responsible for payment to its staff deployed as per applicable relevant laws and will never be pay less than the minimum wages notified by the Government from time to time.
17. Obligations and statutory requirements under various provisions in the labour laws applicable for such works shall be complied by the agency. The agency is liable to pay its Staff on or before every 5th of the following month without failure and shall be dealt as per clause 7 above.
18. This agreement is purely on contract basis for the period of one year. Contract can be pre Closed during the contract or extended at the discretion of this office. No separate compensation shall be paid on this account.
19. Agency shall ensure that staff employed by him are properly and neatly dressed and are "Disciplined and polite at all times. Employees who are regularly falling sick shall be replaced.
20. The agency shall have its own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the RT1-Jammu.
21. In case of any shortfall in the attendance of the worker provided by the agency, monthly payment will be proportionately deducted.
22. The agency shall arrange for reserve personnel in lieu of leave periods of the regular persons.
23. The Agency will provide the required personnel for a shorter period also, in case of exigencies as per the requirement of the office.
24. Payments will only be made to the Agency and no payment will be made to the personnel deployed.
25. The Agency shall provide uniform and Identity Cards to all its personnel. The safety of the personnel shall be the sole responsibility of the Agency.
26. MTS must have knowledge about House-Keeping, maintenance & upkeep of Hostel rooms.
27. Staff employed by the agency will abide by the duty hours decided by this office.
28. The following documents must be attached with the Tender: -
 - a. Bank guarantee for an amount of Rs.30,000/- (Thirty thousand only) pledged in favour of Director General, Regional Training Institute, Jammu must accompany the tender. Authorized service providing certificate/experience certificate/related documents.
 - b. Self-attested copy of PAN/ TIN No/GST number, ESIC and EPF Registration Certificates.
 - c. The firm should neither be blacklisted by any Govt. department nor is any criminal case registered against the firm or its owner /partners anywhere in India. The firm should submit an affidavit regarding this.
29. The vender shall furnish an undertaking that it shall maintain the confidentiality of all information/data stored on the Computer Systems of the offices. The service personnel provided by the service provider shall not divulge or disclose to any person details of office, operational process, technical know-how, security, arrangements / administrative / organizational matters as all may be of confidential/secret nature and shall at no cost divulge or reveal any information wholly or part of it.
30. The Agency shall be responsible for complying with the Acts and Rules for provision of labour like Minimum Wages Act etc. The office will not be liable for payment of any kind of compensation to any worker engaged by the Agency under Labour Act. or any other Acts and laws. The office will not be liable to pay any compensation under the Compensation Act, 1923 or any other act or laws that has been enacted by the parliament of India or State legislature and rules there under from time to time for any damage or death that may be caused/suffered by the personnel deployed by the Agency during the course of the job while handling any natural or unnatural causes.

31. The personnel provided by the service provider shall not claim any benefit compensation/ absorption / regularization of service with the office under the provision of industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act. 1970. They shall not claim any Master and Servant relationship with this Office.
32. The office will not be responsible for the security, transport and accommodation of the personnel deployed by the Agency.
33. The existing manpower of this office has to be taken on the rolls by the nominated agency.
34. All disputes shall be subject to the jurisdiction of Court in J&K, Jammu only.
35. The contract shall commence with the effect from the date of signing of agreement and shall be valid till 31.03.2023.

Sd/-

Sr. Administrative Officer

Financial Bid

Firms may quote the rates in the following format:

No.	Category	No. of staff	Gross Bill of Quantities rate for the month	Contractor's profit	PF Amount @	ESI @	Gross Total Amount Payable by Principal Employer	Rate of Pay Payable to staff	PF Amount	EDLI @	Admn. Charges @	ESI Contribution @	Total Deductions	Net Payable to employee
	PA (Skilled)	1												
	Driver (Skilled)	2												
	Cook (Semi Skilled)	1												
	Canteen Attendant (Unskilled)	1												
	MTS (Unskilled)	6												

CGST @ 9%

SGST @ 9%

TDS under @ 2%

Sec-194 (C)

Seal and Signature of Vendor

TECHNICAL BID

Name of the firm/vendor	
Registration Certificate	
Service Tax Registration No.	
PAN No.	
Name of the authorized person	
Contact No.	
Email Address	
CDR No. & date	
Affidavit for not backlisted	
Latest Income Tax Return	
Tax Clearance Certificate	
Experience Certificates, if any	
Others	

Seal and Signature of vendor