NOTICE INVITING TENDER

Notice inviting Tenders are hereby invited from the Interested Firms/ Agencies/ Cooperative Societies for outsourcing of following works in the LABOUR DIRECTORATE, Jackson Gate, Agartala for a period one year, which may be extended for further years subject to satisfactory performance:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of works/particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Engagement of 02 (two) nos. Persons for sweeping and cleaning purpose.</td>
</tr>
</tbody>
</table>

2. The last date for submission of sealed Tender to the LABOUR DIRECTORATE, Jackson Gate, Agartala is 16/03/2020 upto 3:00 p.m. The Tender will be opened on the same day i.e. on 16/03/2020 at 4:00 p.m. in the presence of authorised representatives of tenderer.

3. The Competent Authority of the LABOUR DIRECTORATE, Jackson Gate, Agartala has full right to accept or reject any or all of the tenders received without assigning any reasons. The LABOUR DIRECTORATE, Jackson Gate, Agartala Tripura does not bind itself to accept the lowest tender and reserves the right to reject any or all of the tenders received if the prescribed conditions are not fulfilled or incomplete in any respect without assigning any reasons. No correspondence shall be entertained in this regard.

4. All entries in the tender Forms should be legible and filled clearly. If the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted. In such case, the tender shall be summarily rejected.

5. The Tender document and all other requisite documents should be submitted in a sealed cover. The participating Manpower Companies / Firms / Agencies/ Cooperative Societies are requested to submit self attested photocopies of the following documents as per the order given below along with the Quoted Rate for consideration.
   a. Tender document duly filled and signed with seal in all pages.
   b. Copy of PAN Card
   c. Copy of Trade License
   d. Copy of GST Registration.
g. Copy of the Service Tax Return
h. Copy of the experience Certificate for minimum 2(two) years
i. Copy of Company Profile/Memorandum of Association, in case of registered Cooperative Societies.

6. The tendering Manpower Companies/Firms/Agencies/Cooperative Societies should have at least 2(two) years experience in providing similar services to the Central Govt./State Govt./Departments PSU/Autonomous bodies/Statutory bodies etc. The Certificate for having performed the work/service satisfactorily in the said organization should be attached.

7. The interested Manpower Companies/Firms/Agencies/Cooperative Societies can submit the tender documents complete in all respects along with Earnest Money Deposit (Refundable) (EMD) of Rs. 2,500/- in favour of Labour Commissioner, LABOUR DIRECTORATE, Jackson Gate, Agartala, payable at Agartala and other requisite documents by 16/03/2020 at 3:00 p.m. Please note that the tenders shall not be entertained, submitted after this deadline under any circumstances.

8. Detailed information regarding submission of complete Tender is available in the office of the LABOUR DIRECTORATE, Jackson Gate, Agartala Tripura West during office hours between 11.00 a.m. to 4.00 p.m.

(T. Ray)
Labour Commissioner
Govt. Of Tripura
Labour Directorate

Copy to:

1. Spl. Secretary, Labour Department for kind information.
2. Notice Board of the Labour Directorate.
TERMS AND CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS

1. The contract shall be for a period of 1 (one) year and shall be terminated by this office owing to deficiency of service, sub-standard quality of personal deployed, breach of contract, reduction or cessation of the personnel etc. The contract may be extended for a further period of one year subject to satisfactory performance and followed by the approval of the Competent Authority.

2. The contract shall automatically expire on the completion of two years from the date of award of contract, unless extended further by the mutual consent of contracting agency and this Office.

3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon between the Manpower Companies /firms / Agencies / Cooperative Societies.

4. The contracting Manpower Companies/Firms/Agencies/Cooperative Societies shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.

5. All the workers deployed by the Companies / Firms / Agencies / Co-operative Societies shall maintain the official decorum and abide by Rules & Regulation of the LABOUR DIRECTORATE, Jackson Gate, Agartala.

6. The tenderer will be bound to furnish detailed documents to the LABOUR DIRECTORATE, Jackson Gate, Agartala while submitting the tender. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be breach of terms of contract liable for legal action besides termination of contract.

7. The LABOUR DIRECTORATE, Jackson Gate, Agartala reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

8. The Contractor should keep inform this office about its authorized representative who is engaged to look after the office work.

9. The rate quoted by the tenderer shall have the details regarding wage, (Not less than minimum wages which in the rate fixed by the Labour Department), Service Tax, Service charge etc.

   a. The rate quoted should be written in figures as well as in words by the tenderer in the tender form.
   b. The tender documents are not transferable.
   c. Non compliance of any of the conditions is liable to be rejected.
   d. The tenderer should enclose a list of organization / Departments where they provided manpower services.
Please note that the LABOUR DIRECTORATE, Jackson Gate, Agartala being the principal employer of the workers shall take responsibility to disburse the basic price/wages to the respective accounts of the works, to the respective EPF accounts of works, monthly/quarterly ESI contribution to the respective accounts workers so that there should not be any deprivation to the worked From getting their benefits. However, the companies/Firms/Agencies/Cooperative Societies shall be fully responsible to provide A/c, Bank of the workers to the principal Employers i.e., LABOUR DIRECTORATE, Jackson Gate, Agartala within 20 days from the date of receipt of work order.

10. The contracting Companies/Firms/Agencies shall furnish the following documents in respects of the individual Manpower who will be deployed by it in this Office before commencement of work.

   a) List of persons deployed along with bio data.

11. In case, the person employed by the successful Companies/Firms/Agencies/Cooperative Societies commits any act omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Companies/Firms/Agencies will be liable to take appropriate disciplinary action against such person, including their removal from the site of work, if required by this Office.

12. The tendering Companies/Firms/Agencies/Cooperative societies shall replace immediately any of its personnel who are found unacceptable to this Office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receipting within notice from this Office.

13. The Companies/Firms/Agencies Cooperative Societies shall engage 2(two) Sweeping & Cleaning Workers on all working days during the normal official hours from 10.00 a.m. to 6.00 p.m. Persons so engaged, may be called on Sunday/Holidays as per requirement.

14. All the workers provided by Tenderer should not be suffering from any contagious disease. They should be hale, healthy and energetic.

15. The performance of the workers provided by the contractor will be reviewed periodically by a Committee set up by the LABOUR DIRECTORATE, Jackson Gate, Agartala. The Committee reserves the right to ask for suitable replacement in the place of persons whose performance are not satisfactory. The Contractor is bound to supply suitable replacement within a week in such cases.

16. It will be the responsibility of the service providing agencies to meet transportation, food medical and any other requirement in respect of the person deployed by the Agency in LABOUR DIRECTORATE, Jackson Gate, Agartala. On contrary, the LABOUR DIRECTORATE will have no liability in this regard.

17. If the Competent authority of the LABOUR DIRECTORATE decides that any person supplied by tenderer has to be replaced, the tenderer will do so immediately. Failure to do so will entail penalty of 10% of the rate quoted for such person.

18. If any loss of property occurs, investigations will be carried out by the authorities comprising of the authorized representative of the Tenderer and the LABOUR DIRECTORATE. Tenderer shall pay compensation
commensurate with the loss, if the personnel hired by the Tenderer is found to be responsible for the said loss in the investigation.

19. If any personnel engaged by the agency is found indulged/indulging in illegal and intolerable/anti-social activities, he/she will be handed over to the police and any other administrative action as deemed fit against the agency will be taken including termination of the contract with immediate effect.

20. For all intents and purposes, the service providing agency shall be the 'Employer' within the meaning of different Labour Legislations in respect of Manpower so employed and deployed in this Office. The persons deployed by the agency in LABOUR DIRECTORATE shall not have claims of Master and Servant relations, not have any Principal and Agent relationship with or against the LABOUR DIRECTORATE.

21. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Office shall, in no way be responsible for settlement of such issues whatsoever.

22. This Office shall not be responsible for any damages, losses, claims financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

23. The loss to the LABOUR DIRECTORATE, if any, incurred on account of failure/or neglect or refusal on the part of the contractor to supply according to the terms of the agreement will be recovered from him from the security deposit.

B) SPECIFIC CONDITIONS

1. The tendering agency should be followed the minimum rate of wages which was fixed by the State Govt. In the Labour Department, on the basis of the minimum rates of wages plus administrative cost of the agency. The lowest bidder shall be selected on the basis of lowest amount quoted in respect of administrative cost.

2. The tendering agency shall also be liable for depositing all taxes, levies, cess etc., on account of service rendered by it to the LABOUR DIRECTORATE to the concerned tax collection authorities from time to time as per extent rules and regulations on the matter.

3. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand to the concerned authorities of this Office or any other authority under law.

4. The Tax deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Office.

5. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Office is put to any loss/obligation, monetary of otherwise, the Office shall be entitled to get the loss recovered from the Agency.
C) OTHER CONDITIONS:

1. The agency shall raise the bill, in triplicate, along with attendance sheet, and submit the same to the LABOUR COMMISSIONER, LABOUR DIRECTORATE on the first working day of the succeeding month. Salary of deployed workers has to be made by the LABOUR DIRECTORATE directly to the Bank Accounts of workers within 1st week of every month. Detailed salary slip showing the particulars of gross salary, statutory & other deductions and net salary should be furnished to the workers every month. A requisite portion of bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Office.

(T.Ray)
Labour Commissioner
Govt. of Tripura
Labour Directorate.
To
The Labour Commissioner,
Government of Tripura
Labour Directorate,
Jackson Gate, Agartala.

Sub:- The monthly rate per Worker inclusive of employee contribution of PF and employer contribution of PF & ESI.

Sir,

In response to your Notice Inviting Tender No.F. 19(93) LAB/STORE/19/1312-13 dated 24th February,2020, I on behalf of my organisation / Firm / Agency / Cooperative Society hereby quoted the monthly service Charge/ administrative Charges for each Worker as shown in table below :-

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Category of Manpower</th>
<th>Monthly wages for each Worker (including EPF contribution)</th>
<th>Employer contribution of ESI (As per Rule)</th>
<th>Employer contribution of EPF (As per Rule)</th>
<th>Service Tax/ GST</th>
<th>Service Charges/ Administrative (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sweeping &amp; Cleaning Worker</td>
<td>As per the latest rate of Labour Department.</td>
<td>As per the norms</td>
<td>As per the norms.</td>
<td>18%</td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,

Signature of the Authorized Person with seal of the organization.

N.B. Tenderers are required to fill only column- 7 which relates to Service Charges/Administrative Charges of the Agency.