

**REQUEST FOR QUOTATIONS FOR SUPPLY OF CLEANERS ON OUTSOURCING BASIS**

**RFQ NO: DFS.1432/Pt-II/2022/02**

**Date: 19/07/2022.**

To

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Sub : REQUEST FOR QUOTATIONS FOR SUPPLY OF CLEANERS ON  
OUTSOURCING BASIS.

1. You are invited to submit your most competitive quotation for the following service:-

Brief Description of the services	Earnest Money Deposit (Rs.)	Tender Processing Fees in Rs.	Period of Engagement
Supply of Cleaners on outsourcing basis	22,000.00	500.00	1 year

2. To assist you in the preparation of your quotation, we are enclosing the following:
- i. Instructions to Quotationers (in two sections).
  - ii. Terms of Reference and Scope of Service
3. You are requested to provide your offer latest by 2.00 P.M on 3<sup>rd</sup> Aug'2022.
4. Quotations will be opened in the presence of Quotationers or their representatives who choose to attend at 3.00 P.M on 3<sup>rd</sup> Aug'2022 in the Directorate of Forensic Science, Assam, Kahilipara, Guwahati-19.

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Director (In-Charge)  
Directorate of Forensic Science, Assam  
Kahilipara, Guwahati- 781019.

## Instructions to Quotationers

### SECTION - A

#### 1. Type of services

The Directorate of Forensic Science, Assam (Employer) invites quotations for the services as mentioned in the table given below

Brief Description of the services	Earnest Money Deposit (Rs.)	Tender Processing Fees in Rs. (Non refundable)	Period of Engagement
Supply of Cleaners on outsourcing basis	22,000.00	500.00	1 year

The successful Quotationer will be expected to complete the services as specified in Section C: Terms of Reference, Clause 3 – Scope of Service

1.1. The main scope of the service is **providing cleaner** at Directorate of Forensic Science, Assam, Kahilipara.

1.1.1. The contractor shall provide minimum 07 (Seven) numbers of Cleaners on all the working days of months.

**1.1.2. The breakup of 07 (Seven) cleaners is 05 (Five) male cleaners and 2(two) female cleaners.**

1.1.3. The contractor shall ensure services of personal/ staff on all the working days of month by providing suitable replacement against the staffs on weekly-off.

1.1.4. The contractor shall maintain attendance register for access and movement control of deployed Cleaners and data of the same shall be submitted with Monthly Bill.

2. **Qualification of the Quotationer:** The Quotationer shall provide qualification information which shall include:

**2.1. Bids of those Quotationers who have not submitted the requisite EMD AND Tender Processing Fees (Non refundable) shall not be considered for evaluation.**

**2.2. Tender Processing Fees (Non refundable):** Rs. 500.00 (Rupees Five Hundred only) Demand Draft in favour of “Directorate of Forensic Science, Assam”, payable at “Guwahati”.

2.3. The Quotationers must fulfill the minimum Qualifying Criteria:

a) Average Annual Financial turnover during the last 3 years, ending 31st March 2022, should be at least INR 10,00,000.00. (Rupees Ten Lakhs).

[For that documentary evidence C.A certified copy to be submitted].

b) Satisfactory completed in last five years at least 03(Three) nos. service contract (Cleaners deployment)

**Quotationer is required to submit relevant document (LOA/ Work order/ Contract Agreement) in support of the same.**

- c) The quotationer should have valid labour license issued from Commissioner of Labour, Government of Assam.
- 2.4. Quotationer must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN). EPF Registration No. and ESIC Registration No.
- 2.5. Bids of only those Quotationers who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the Contract. Quotationers will submit duly attested requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.
- 2.6. Directorate of Forensic Science, Assam reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.
3. Tender document can be viewed and downloaded from DFS, Assam website <https://forensic.assam.gov.in>.
4. The Quotationers are required to submit hard copies of their bids at the Directorate of Forensic Science, Assam, Kahilipara, Guwahati- 781019 on or before 2.00 P.M on 3<sup>rd</sup> August'2022, either by registered post/speed post/courier or by hand.
5. Quotationer shall submit along with the bids, the requisite Earnest Money Deposit (EMD) for an amount of Rs. 22,000.00 /- (Rupees Twenty Two Thousand only). EMD may be deposited in the form of a Demand Draft in favour of “Directorate of Forensic Science, Assam”, payable at “Guwahati”, unless exempted from an Indian Nationalized Bank or any Scheduled Bank and valid for a period not less than 120 days beyond the due date of submission of the tender. Failure to do so may prevent a tender from being considered. EMD may be exempted as per prevailing Govt. notification in regard to MSME registered firm, if applicable. EMD will be returned without any interest to the unsuccessful Quotationers.
6. The contract shall be for the whole of the services as mentioned in the Terms of Reference (ToR).
7. All duties, taxes, charges and other levies payable by the Quotationer under the contract shall be included in the total price.
8. The rates quoted by the Quotationer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
9. The rates should be quoted in Indian Rupees only.
10. Submission of Quotations
- a) The Quotationer is advised to visit the office location at his own expense and obtain all information that may be necessary for preparing the quotation.
- b) Each Quotationer shall submit only one quotation.
- c) The quotation submitted by the Quotationer shall comprise the following:
- i. Quotation in the format given in **Section B**.
  - ii. Signed Terms of Reference given in **Section C**; and

- iii. Qualification information form given in Section B duly completed.
- iv. Valid Trade License, Valid GST registration, C.A certified copy turnover for last three financial years, ESIC registration no., EPF registration no.
- v. Contact details of Contractor with valid PAN card.

The Quotationer shall seal the quotation in an envelope addressed to the Director (In-Charge), Directorate of Forensic Science, Assam, Kahilipara, Guwahati 781019. The envelope will also bear the following identification:

- Quotation for “Supply of Cleaners on outsourcing basis”.
- Do not open before 3<sup>rd</sup> August’2022.

Quotations must be received in the Directorate of Forensic Science, Assam, Kahilipara (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

Any quotation received by the Directorate of Forensic Science, Assam (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the Quotationer.

#### **11. Validity of Quotation**

Quotation shall remain valid for a period not less than 120 days after the deadline date specified for submission.

#### **12. Opening of Quotations**

Quotations will be opened in the presence of Quotationers or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

**13.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to Quotationers or any other persons not officially concerned with the process until the award to the successful Quotationer is announced.

#### **14. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 above;
- (b) are properly signed ;and
- (c) Conform to the terms of reference, without deviations.

#### **15. Award of contract**

The Employer will award the contract to the Quotationer whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

The Quotationer whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

**16. Contract Price**

For services rendered, the client shall pay the contractor an amount which has been established based on understanding that it includes all the contractor's cost and profits as well as any tax obligation that may be imposed on the contractor. The contract will basically have two components i.e a. Service charge b. Minimum wages apart from applicable tax and duties (GST etc.). The Service charge will remain fixed for the entire contract period excluding the minimum wages applicable. The contract price shall vary depending upon the latest Govt. notification regarding minimum wages.

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## **SECTION - B**

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**

## QUALIFICATION INFORMATION

### 1 For Individual Quotationers

1.1 Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.

*[Attach copy]*

1.2 Total value of Supply of Manpower on  
outsource basis Performed in the last three  
years (in Rs. Lakhs)

20 \_\_\_\_\_

20 \_\_\_\_\_

20 \_\_\_\_\_

Service performed as Supply of Manpower on outsource basis (in the same name)  
on service of a similar nature over the last three years.

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<u>Project</u> <u>Name</u>	<u>Name of</u> <u>Employe</u> <u>r</u>	<u>Descrip-</u> <u>tion of</u> <u>service</u>	<u>Contract</u> <u>No.</u>	<u>Value of</u> <u>contract</u>  <u>(Rs.Lakhs)</u>	<u>Date of</u> <u>issue of</u>  <u>Work</u> <u>order</u>	<u>Stipulated</u> <u>period of</u>  <u>comple-</u> <u>tion</u>	<u>Actual</u> <u>date of</u>  <u>compl</u> <u>e-tion</u>	<u>Remarks</u> <u>explaining</u>  <u>reasons</u>  <u>for delay</u> <u>and</u> <u>service</u> <u>completed</u>
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Existing commitments and on-going services:

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<b>Description of service</b>	<b>Place &amp; State</b>	<b>Contract No. &amp; Date</b>	<b>Value of Contract (Rs. Lakh)</b>	<b>Stipulated period of Completion</b>	<b>Value of services* remaining to be completed (Rs. Lakhs)</b>	<b>Anticipated date of completion</b>
(1)	(2)	(3)	(4)	(5)	<u>(6)</u>	(7)

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\* Enclose a certificate from Employer concerned.



Proposed subcontracts and firms involved.

<b>Sections of the services</b>	<b>Value of Sub-contract</b>	<b>Sub-contractor (name &amp; address)</b>	<b>Experience in similar service</b>
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

Name, address, and telephone, telex, and fax numbers of the Quotationers' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Quotationer is involved.

<b>Other party(ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>

## QUOTATION

Description of the services: Supply of Cleaners on outsource basis.

To : Director (In-Charge), Directorate of Forensic Science, Assam

Subject : Supply of Cleaners on outsource basis.

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Supply of Cleaners on outsource basis for the project as described in your letter referred to above therewith for a total Service Charge of

Sl No.	Manpower Description	Quantity	Service Charge per person per month in INR excluding Minimum wages, GST, P.Tax , EPF, ESIC contribution as applicable.	Total amount in INR for 7 (Seven) Cleaners for 1(one) year.
1	Cleaner	07		
<b>Total</b>				

**Total Service Charge in words (excluding Minimum wages, GST, P.Tax , ESIC, EPF contribution as applicable):**

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors.

We hereby confirm that this quotation is valid for 120 days as required in Clause 11 of the Instructions to Quotationers.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments.

Yours faithfully,

Authorized Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Quotationer : \_\_\_\_\_

Address : \_\_\_\_\_

\*\* To be filled in by the Quotationer, together with his particulars and date of submission at the bottom of this Form.

## **SECTION - C**

### **Terms of Reference**

#### **Supply of Cleaners on outsource basis.**

#### **1. Introduction**

- 1.1 The Directorate of Forensic Science, Assam (previously Forensic Science Laboratory, Assam) was established in Shillong, the former capital of undivided Assam in 1967. After two years of its establishment it was shifted to Guwahati. Late Dr. J. K. Borooah was the founder Director of this Laboratory and it has a permanent campus in Kahilipara, Guwahati. In the earlier years it was functioning under the Director General of Police, Assam. A separate Directorate of Forensic Science has been created in 2005 under the administrative control of Home Department, Govt. of Assam and it was functionally separated from the control of Assam Police since then.
- 1.2 Forensic Science has now been considered as a vital and integral component of the criminal justice system. Forensic Science provides latest methods of science and technology to the investigating agencies for successful investigation of crime. Forensic Scientists analyze the physical exhibits left at the crime scene, recovered from the suspected criminal and the findings of the forensic scientist link crime with the criminal. Forensic scientists also play an important role in homeland security.

The service of this Laboratory is utilized by various investigating agencies for the Administration of criminal justice delivery system. In addition to those, other organizations like Army, B.S.F., NF Railway, Commercial Banks, Medical Colleges, Customs, Central Excise, Directorate of Revenue Intelligence, Veterinary, Forest Department, Public and Private Sector Undertaking like Oil India Ltd., ONGC, Refinery etc. are also utilizing the service of this Laboratory. The Excise Department of North Eastern States has been utilizing the testing facilities available in this Laboratory for Criminal Justice Administration process.

- 2. Objective:** Directorate of Forensic Science, Assam now invites quotations from various eligible manpower supply firms to provide Cleaner service for the Directorate of Forensic Science, Assam to carry out the daily routine cleaning of the office. The following list of indicative manpower is mentioned for the Quotationers to understand the requirement of the service.

#### **List of Manpower requirement**

<b>Sl No.</b>	<b>Manpower Description</b>	<b>Type of Manpower</b>	<b>Quantity</b>
1	Cleaner	Unskilled	07
		<b>Total</b>	<b>07</b>

#### **3. Scope of Service**

The following scope of service of contract shall be read in conjunction with the corresponding relevant provisions made in the Clause No. 5 – Terms & Conditions.

- 3.1 The contractor is required to supply Cleaners for Directorate of Forensic Science, Assam.
- 3.2 The contractor shall provide minimum 07 (Seven) nos. of Cleaners on all the working days of months for the service.
- 3.3 **The breakup of 07 (Seven) cleaners is 05 (Five) male cleaners and 2(two) female cleaners.**
- 3.4 The contractor shall ensure services of personal/ staff on all the working days of month by providing suitable replacement against the staffs on weekly-off.
- 3.5 The working hours of all the personnel/staff deputed by the contractor will be from 09.30 AM to 05.00 PM on all working days with normal breaks.
- 3.6 **Place of duty:** Directorate of Forensic Science, Assam, Kahilipara, Guwahati-781019.

#### **4. Contract Period:**

- 4.1 The Contract shall be valid for a period of One (01) year from the date of commencement of the service. The Contractor shall take over and commence the service within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of service within 10 days of issue of LOA, the Directorate of Forensic Science, Assam shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money /Performance Security.

#### **5. Prices and Taxes & Duties:**

- 5.1 Quoted price shall be firm and excluding Minimum wages, GST, P.Tax, EPF, ESIC contribution as applicable.
- 5.2 All taxes & duties mentioned in the Price Bid as per clause 5.1 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties mentioned in Price Bid.
- 5.3 The Contractor shall ensure atleast to pay minimum wages for Cleaners supplied as notified by the State Government .
- 5.4 Contractor shall be liable to extend the statutory benefits as provided under the Employees PF Act, Payment of Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employee's Compensation Act, Contract Labour (R&A) Act, Minimum wages Act, and any other relevant Acts applicable to the establishment.

#### **6. Performance Security:**

- 6.1 Within 10 days of receipt of Order, the Contractor shall furnish to the Directorate of Forensic Science, Assam a performance security in the form of Bank Gurantee in favour of "Directorate of Forensic Science, Assam", from an Indian Nationalized Bank or any Scheduled Bank in India for an amount equal to (5) Five percent of the originally awarded contract price by way of bank guarantee valid till one month beyond the Contract period as mentioned in the Order for the due and faithful performance of the contract along with the other terms and conditions agreed upon. Failure of the successful Quotationer to comply with the requirement of this clause (6.1) shall constitute sufficient ground for cancellation ground of the award and forfeiture of the EMD.

## **7. Contractor's Responsibility:**

- 7.1 Contractor shall ensure that all the Manpower appointed by him are paid minimum wages as fixed by the State Government in terms of Minimum wages act and other statutory requirements. The Contractor shall ensure that the payment is being made to contract Manpower through bank. The Contractor should produce the documentary proof of depositing the ESI & EPF to the concerned departments along with monthly bills.
- 7.2 The Contractor shall maintain all the documents necessary such as Age, Sex, Educational qualifications, Addresses of the Manpower, payment vouchers, Attendance Register, Leave, and Weekly off particulars etc. to satisfy the provisions of the Labour Act. Further, the Contractor shall maintain all relevant registers and records as per Contract Labour (R&A) Act, 1970 with up to date amendments.
- 7.3 The Contractor shall clearly inform the Cleaners that working in Directorate of Forensic Science, Assam premises will not entitle them for any job in Directorate of Forensic Science, Assam in future.
- 7.4 The Contractor shall submit and maintain proof for remittance of PF account & other statutory payments made towards the Manpower engaged for the service.
- 7.5 The Contractor will be responsible for the good conduct of his supplied Cleaners. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of Officer In-charge.
- 7.6 The Contractor shall also provide the mobile no. / telephone no. of the supplied Cleaners.
- 7.7 The Contractor is encouraged, to the extent practicable and reasonable, to employ Cleaners with appropriate qualifications and experience from the Assam.
- 7.8 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for supplied Cleaners employed directly or indirectly on the services. In case, the Contractor fails to make arrangements as aforesaid, the Officer in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 7.9 In the event of any injury, disability or death of any supplied Cleaners in or about the service employed by the Contractor, the Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Employee's Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a supplied Cleaners and against all sum or sums which may with the consent of the Contractor be paid to

compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Employee's Compensation Act, 1923, for any injury, disability or death of supplied Cleaners by any competent court, the said sum or sums shall be deducted by Directorate of Forensic Science, Assam from any sum then due or that may become due to the Contractor or from his Security Deposit thereof in full or part under the Contract or any other contract with the supplied Manpower towards fulfillment of the said decree, award or orders.

7.10 The Contractor shall furnish to the Directorate of Forensic Science, Assam a copy of the License obtained under Contract Labour (Regulation & Abolition) Act, 1970 for employing contract Cleaners in Directorate of Forensic Science, Assam.

### **7.11 COMPLIANCE WITH REGULATIONS/ OBSERVANCE OF LABOUR LAWS AND CONTRACTOR'S LIABILITIES:**

7.11.1 During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State Government or the local authority. The Contractor shall also comply with the laws relating to their employment, health, safety, welfare, immigration, and shall allow them all their legal rights.

The employees of the Contractor in no case shall be treated as the employees of the Principal Employer at any point of time.

7.12 The Contractor shall not employ in connection with the services any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986.

7.13 The Contractor shall have the registration with EPFO and ESIC. Further all the supplied Manpower deployed by Contractors shall be members of Provident Fund and should be given the Universal Account Number (UAN). The EPF and ESI Contribution on the part of Employer in respect of this contract shall be paid by the Contractor.

The Contractor shall ensure that the payment is being made to supplied Cleaners through bank.

In addition to above, the Contractor shall also submit the Bank account nos. of the supplied Manpower in which the salary is deposited by the Contractor. The Contractor as proof shall submit along with other documents, the account statement in respect of salary paid to the supplied Cleaners for the month prior to the month in which the Contractor submits Running account bill.

The DFS, Assam or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor fails to produce the proof of payment made by him to the supplied Cleaners deployed by him and the statutory compliance.

The Contractor shall in no case withhold the payments due to the supplied Cleaners for any

reasons whatsoever including that on account of non-clearance of its bill by the DFS, Assam or his authorized representative.

#### **7.14 CONTRACTOR'S SUPERVISION:**

The Contractor shall appoint at his own expense adequate number of supervisors with sufficient experience to supervise the services. Directions/instructions given by the DFS, Assam or his authorized representative to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

#### **7.15 REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ for the execution of the services only such persons as are experienced in their respective trades and the DFS, Assam or his authorized representative shall be at liberty to object to and require the Contractor to remove from the service any persons employed by the Contractor on the execution of the service who, in the opinion of the DFS, Assam or his authorized representative misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the service without permission of the DFS, Assam. Any person so removed shall be replaced immediately.

#### **8.0 FORCE MAJEURE:**

8.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the DFS, Assam, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

8.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the service or any part thereof or to any material or article at site but not incorporated in the service or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 8.2 (i) above, the following provisions shall also have effect:

The Contractor shall, as may be directed in writing by the DFS, Assam or his authorized representative proceed with the service under and in accordance with the Contract.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.



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