



BIDDING DOCUMENT

ISSUED TO SELECT AND ENGAGE A HR AGENCY TO SUPPLY MANPOWER OF DIFFERENT CATEGORY AND SKILL LEVEL ON AS AND WHEN REQUIRED BASIS VIDE A SERVICE CONTRACT FOR THREE YEARS.

Tender Ref No:

Date:

<Insert the Logo of the Procuring Entity>

<Insert Name of the Procuring Entity>

<Address of the Procuring Entity>

Email:.....; Website:

<Insert the Logo of the Procuring Entity>

<Insert Name of the Procuring Entity>

<Address of the Procuring Entity>

Email:.....; Website:

Notice Inviting Bid

(NATIONAL COMPETITIVE BIDDING)

Tender Ref No:

Date:

Online BIDS are invited by the undersigned from eligible HR Firms vide this tender for selection and appointment for providing <Insert description of the proposed Service> to <Insert Name of the Institution & Location> vide a service contract for three years.

Tender Datasheet	
Date of issue of the Tender	
Pre-bid Meeting	Details has to be given as below: Time: Venue: If decided for online meeting, details for the same has to be furnished.
Due date and time for submission of Pre-bid queries.	
Due date and time of submission of Bid (Online) till 11:59 PM e-Procurement Portal: https://assamtenders.gov.in
Last date and time of submission of key documents of the Technical Bid, in hardcopies. 20XX till 17:30 PM
Due date for Opening of Technical Bid (online & offline) 20XX at 10:00 AM
Due date for Opening of Financial Bid (online only)	To be communicated subsequent to technical evaluation.
Address for Communication	Details of contract person of Tender Inviting Authority: Name: Designation: Address: E-mail id: Contact Number:

Tender Processing Fee (non-refundable)	Rs XXXX.XX/- (Rupees XXX Thousand) only. To be paid online using online payment facility available in e-Procurement portal.
Bid Security/EMD	Rs XXXXX.XX (Rupees xxxxxx Thousand). EMD can be paid in form of DD/BC/Fixed Deposit Receipt/ Bank Guarantee. The bidder may also choose to pay online EMD through the e-Procurement portal.

The bidding document with all information relating to the bidding process including eligibility criteria, evaluation and submission of bid, EMD, scope of the work and other terms and conditions is available in the e-Procurement Portal <https://assamtenders.gov.in> for download free of cost.

Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

1st Appellate Authority	2nd Appellate Authority
<i><Insert Name, Address, and landline number of second appellate authority></i>	<i><Insert Name, Address, and landline number of second appellate authority></i>

Signature of the Authority/Official

Name:.....

Designation:.....

Note:

- The timelines as given above are subject to revision by the Authority as per the immerging situation. Any changes in the timeline shall be communicated vide the e-procurement portal.

Table of Contents

<u>NOTICE INVITING BID</u>	<u>2</u>
<u>DISCLAIMER</u>	<u>6</u>
<u>DEFINITIONS & ABBREVIATIONS.....</u>	<u>9</u>
I. DEFINITIONS	9
II. ABBREVIATIONS	10
<u>SECTION -I: INTRODUCTION.....</u>	<u>12</u>
1.1 ABOUT THE PROCURING ENTITY.....	13
1.2. OVERVIEW ON THE PROJECT	13
1.3. ROLE AND RESPONSIBILITY OF THE HR AGENCY	13
1.4. ROLE & RESPONSIBILITY OF THE AUTHORITY (I.E., PROCURING ENTITY)	13
1.5. CONTENT OF THE BIDDING DOCUMENT	13
<u>SECTION -II: INSTRUCTION TO BIDDER (ITB).....</u>	<u>14</u>
2.1 ONLINE SUBMISSION OF BID	15
2.2. METHOD OF SUBMISSION AND EVALUATION OF BID.....	15
2.3. PRE-BID MEETING	16
2.4. CONTENT OF THE TECHNICAL BID.....	16
2.5. FINANCIAL BID	16
2.6. PROCESSING FEE:	17
2.7. BID SECURITY.....	17
2.8. LANGUAGE AND CURRENCY OF BID	18
2.9. VALIDITY OF THE BID	18
2.10. SIGNING AND SUBMISSION OF BID.....	18
2.11. WITHDRAWAL AND REVISION OF BID	19
2.12. MULTIPLE BIDS.....	19
2.13. ALTERNATIVE BIDS BY BIDDER.....	19
2.14. AMENDMENTS OR CHANGES IN BIDDING DOCUMENT	20
<u>SECTION-III: ELIGIBILITY CRITERIA</u>	<u>21</u>
3.1. ELIGIBILITY CRITERIA.....	22
<u>SECTION-IV: EVALUATION AND SELECTION</u>	<u>24</u>
4.1 OPENING AND PRELIMINARY SCRUTINY OF TECHNICAL BID.....	25
4.2. SCORING OF TECHNICAL BID.....	25
4.3. EVALUATION OF FINANCIAL BID	26

4.4	AWARD AND SIGNING OF CONTRACT	27
4.5.	PERFORMANCE SECURITY.....	27
<u>SECTION-V: SCHEDULE OF REQUIREMENT.....</u>		<u>29</u>
<u>SECTION- VI: CONDITIONS TO CONTRACT</u>		<u>32</u>
6.1.	GENERAL ISSUES	33
6.2.	STATUTORY ISSUES.....	34
6.3.	PAYMENT, PENALTY AND DISPUTE RESOLUTION	35
6.4.	TERMINATION	36
<u>SECTION- VII: FORMS AND FORMATS</u>		<u>37</u>
ANNEXURE-1: COVERING LETTER		38
ANNEXURE-2: DECLARATION BY THE BIDDER.....		41
ANNEXURE-3: CHECKLIST FOR TECHNICAL BID		42
ANNEXURE-4: TURNOVER CERTIFICATE		43
ANNEXURE-5: DETAILS OF MANPOWER PROVIDED		44
ANNEXURE: 6: PERFORMANCE STATEMENT		45
ANNEXURE-7: BANK GUARANTEE FORMAT FOR EMD		46
ANNEXURE-8: FORMAT FOR FINANCIAL BID		48
ANNEXURE-09: PROFILE OF THE BIDDER		49
ANNEXURE-10: POWER OF ATTORNEY FOR AUTHORISED SIGNATORY		50
ANNEXURE: 11: PERFORMANCE BANK GUARANTEE FORMAT		51
ANNEXURE-12: FORMAT FOR THE AGREEMENT		52

Disclaimer

- 1) This **Bidding Document** is issued by <TIA> (herein after called as the “**Authority**”) for the purpose of selection of a suitable HR Agency (i.e., Agency) to undertaking the services related to the Project as specified in this Bidding Document.
- 2) The information contained in this bidding document or information that may be subsequently provided to the interested applicants (“**Bidder**”) in documentary or any other form by or on behalf of Authority or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this bidding document and such other terms and conditions subject to which such information is provided.
- 3) This bidding document is neither an agreement nor an offer by the Authority to the prospective Bidder or any other person. The purpose of this bidding document is to provide Bidders with information that may be useful to them in the formulation and submission of their Bids pursuant to this tender.
- 4) This bidding document includes statements, which reflect various assumptions and assessments made by the Authority in relation to the Scope of Services contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- 5) This bidding document may not be appropriate for all persons, and it is not possible for the Authority and its employees, advisor, or Agency to consider the objectives, technical expertise and particular needs of each party who needs or uses this document.
- 6) The assumptions, assessments, statements, and information contained in this document may not be complete, accurate, adequate, or entirely correct. Each prospective Bidder should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this document and obtain independent advice from appropriate sources.
- 7) Information provided in this document to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 8) The Authority, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this document and any

assessment, assumption, statement or information contained herein or deemed to form part of this document or arising in any way in this pre-qualification/shortlisting process.

- 9) This document and the information contained herein are to be used only by the person to whom it is issued, and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this document, the confidentiality obligations under this document or Definitive Agreement shall continue to be binding on and adhered to by the Applicant.
- 10) The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this document. Further, nothing in this document shall confer a right upon the Bidder to claim for compensation, damages, extension of time for performance of its obligations, or for termination of the Contract.
- 11) The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this document.
- 12) The issue of this document does not imply that the Authority is bound to award the Contract to any Bidder or to engage any Bidder, as the case may be, and Authority reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 13) This document does not purport to contain all the information that the Bidders or any authorized person acting on their behalf would require towards preparation and/ or submission of the Bid. The information contained in this document does not purport to be comprehensive or to have been independently verified. Nothing in this document shall be construed as legal, financial or tax advice. The Authority shall not be liable for any costs, expenses, however so incurred by Bidders in connection with the preparation and submission of the Bids, including but not limited to, costs associated with attending meetings for clarifications, Site inspection and visits, irrespective of the ultimate result of the bidding process (including without limitation the annulment of the bidding process by the Authority). No Bidder shall be entitled to either claim for any cost or expense or seek extension on the grounds that insufficient information was given in the document and the Bidder was not conversant with the conditions prevailing at the Site, irrespective of inspection of the Site, or that during the course of performance of services he encountered difficulty.
- 14) The Authority reserves the right to amend the document and any information contained herein at any time after the issue of this bidding document and prior to the due date of submission of the Bid by issuing a corrigendum notice both in the **e-Procurement portal and website of the Authority**. No communication in whatever form shall be construed to be a part of or supersede the document unless the amendment is issued in form of a corrigendum notice by the Authority.

- 15) Nothing in this document shall be relied upon as, a promise or representation as to the Authority's ultimate decision in relation to the subject matter of this bidding document or with respect to the award of the definitive contract or otherwise. The Authority expects to evaluate and select a Party for the execution of the proposed Services in accordance with the document and on the basis of Bids submitted. The Bidder(s) shall not, therefore, assume that they will have an opportunity to revise their Bids following submission, except as provided in the document. However, the Authority reserves the right to update, supplement, withdraw or amend the procedures (including the timetable) relating to the bidding process and/or any information contained herein, reject any, or all, of the Bids, not to invite any Bidder to proceed further, not to furnish a Bidder with additional information nor otherwise to negotiate with a Bidder in respect of the Services at any time.
- 16) Each Bidder is prohibited from any form of collusion or arrangement with another Bidder (or its advisors or Agency) in an attempt to influence the award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour or forbearing any action in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
- 17) The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Authority or any of its respective professional advisors, affiliates, directors, employees, agents or representatives for showing any favour in relation to the bidding document or the process set out herein, shall render the Bidder to such liability and penalty as the Authority may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.
- 18) The bidding document and all the Bidder(s) participating in the Tender process shall be governed by the laws of India, without having regard to the principles of conflict of laws. The courts at Guwahati, Assam shall have exclusive jurisdiction in relation to any disputes arising from this document. However, nothing herein contained shall limit the rights of the Authority, to initiate legal proceedings, before any other court having jurisdiction under the applicable laws.
- 19) The Bidder shall be deemed to have fully understood the Scope of Services provided by the Authority in a manner which enables it to sufficiently define all the main elements necessary for the purpose of providing a lump sum Contract Price.

Definitions and Abbreviations

I. Definitions

The terms used in this Bidding Document shall have the meaning specified herein below:

- (a) **“Authority”** means the Tender Inviting Authority.
- (b) **“Bid”** means the documents or the submissions in their entirety comprised in the bid submitted by an Applicant in response to the NIT in accordance with the provisions hereof;
- (c) **“Bid Date”** means the last date submission of the Bid, as specified in the Calendar of Events;
- (d) **“Bidder”** shall mean an entity participating in the bidding process under and in accordance with this bidding document; (*The “Bidder” is also called as the “Applicant”*).
- (e) **“Change in Law”** means the occurrence of any of the following after the Bid Date:
 - (i) the enactment of any new Indian law;
 - (ii) the repeal, modification or re-enactment of any existing Indian law;
 - (iii) the commencement of any Indian law which has not entered into effect until the Bid submission Date; or
 - (iv) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the due date for bid submission; but does not include a Change in Taxes;
- (f) **“Change in Taxes”** shall mean any change in the rates of any of the Taxes that have a direct effect on the offered price after the date of Bid submission;
- (g) **“Client”** shall mean <Insert the Procuring Entity>;
- (h) **“Contract Price”** shall mean the Price agreed as per the contract for the complete Scope of Services;
- (i) **“Government Instrumentality”** means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the Services or obligations of the Agency under or pursuant to this tender;
- (j) **“Letter of Award”** or **“LOA”** means the award letter sent by the TIA as written confirmation that the bidder has been successful and awarded the contract.

- (k) **“Scope of Services”** shall mean the scope of services required to be provided by the HR Agency under the Definitive Agreement, including as specified this bidding document;
- (l) **“Service Provider”** shall mean the successful bidder with whom a Letter of Award is issued and the contract is awarded by the Procuring Entity pursuant to the process as per this tender;
- (m) **“Specific Conditions”** shall mean the Specific Conditions of Contract;
- (n) **“Taxes”** means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Services charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.
- (o) **“Concluded Contract”** means the written duly signed agreement entered into between TIA and the Service Provider (HR Agency), together with all the documents mentioned therein and including all attachments, annexure, etc. , therein.
- (p) **“Agency”** means the successful Bidder selected for rendering the service of a HR agency and execution of the contract.
- (q) **“Day”** means calendar day.
- (r) **“Earnest Money Deposit”** (EMD) means a monetary or financial Guarantee to be furnished by an Bidder along with its Bid as a security against non-commitment or non-performance of the bid terms and conditions.
- (s) **“Services”** means services to be provided by the Agency as per the scope defined in this document.
- (t) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (u) **“Applicants”** or **“Bidders”** means the eligible entities hose have submitted bids in response to the NIT in the manner prescribed.

II. Abbreviations

- (i) **“BG”** means Bank Guarantee
- (ii) **“CV”** means Curriculum Vitae
- (iii) **“DD”** means Demand Draft
- (iv) **“DSC”** Digital Signature Certificate

- (v) "EMD" means Earnest Money Deposit
- (vi) "FDR" Fixed Deposit Receipt
- (vii) "GCC" General Conditions of the Contract
- (viii) "GST" means Goods and Services Tax
- (ix) "SCC" means Special Conditions of Contract
- (x) "ITB" means Instructions to Bidder
- (xi) "LOA" means Letter of Acceptance
- (xii) "NIB" means Notice Inviting Bid.
- (xiii) "MWA" means Minimum Wages Act
- (xiv) "PBG" Performance Bank Guarantee
- (xv) "PS" Performance Security

SECTION -I: Introduction

1. Introduction

1.1 About the Procuring Entity

<Give a brief description about the procuring entity their activities and area of operations. reference to website may also be given for further information>

1.2. Overview on the Project

(To be elaborated in terms purpose, aim and objectives of the project)

1.3. Role and Responsibility of the HR Agency

(To be given in brief)

1.4. Role and Responsibility of the Authority (i.e., Procuring Entity)

(To be given in brief)

1.5. Content of the Bidding Document

1.5.1. The Bidding Document contains following details:

Section	Headings
I	Introduction
II	Instruction to the Bidders
III	Terms of Reference
IV	Eligibility Criteria
V	Evaluation and Selection
VI	Conditions of the Contract
VII	Forms and Formats

1.5.2 The Bidders are expected to carefully examine all documents before submitting the Bid. Failure to comply with the requirements of the Bidding Documents shall be at the Bidders' own risk. Bids, which are not substantially responsive to the requirements of the bidding documents shall be rejected.

SECTION -II: Instruction to Bidder (ITB)

2. Instruction to Bidders

2.1 Online Submission of Bid

- 1.1.1. The Bidding Documents published by Procuring Entity in the e-procurement portal <https://assamtenders.gov.in> will appear in the “**Latest Active Tender**”. Prospective bidders can download the bidding documents only after the due date & time of release. The publication of the bid will be for specific period of time till the last date of submission of bid as mentioned in the NIB.
- 1.1.2. **Portal Registration:** The Firm intending to participate in the online procurement/tendering process for first time is required to **register in the e-Procurement portal** <https://assamtenders.gov.in>. The Bid should be prepared and submitted online only by an individual duly authorised by the bidder on the e-Procurement portal using Digital e- Token.
- 1.1.3. The Bidder can download bidding document` and undertake the necessary preparatory work **off-line** and upload the completed bid at their convenience before the closing date and time of submission.
- 1.1.4. If any assistance is required regarding e-procurement (registration / upload / download / Bid Preparation / Bid Submission) please avail the helpdesk facility available on the portal.

2.2. Method of Submission and Evaluation of Bid

- 2.2.1. “**Single-Stage Two-Cover System**” shall be followed by the Bidders intend to participate for this Tender. The Bid shall be prepared in two parts (i.e., Technical and Financial) and submitted (online) separately, within the specified timeline as mentioned in the NIB.
- 2.2.2. The technical bid of all Bidders received in response to this Tender within due date and time shall be first opened for scrutinization with respect to its completeness and correctness. The bids which are complete in all respect and free from any material defect shall be scrutinized first to ascertain the eligibility as set out in **Section-III**. The bids which fulfill the eligibility criteria shall be subjected to further evaluation and technical scoring as per the parameter set out in **Section-IV**.
- 2.2.3. The financial bid of only technically **qualified**¹ Bidders shall be opened for evaluation.

¹ Are those bidders who have secured minimum qualifying technical score in technical evaluation.

2.3. Pre-bid Meeting

2.3.1. The Pre-bid meeting to discuss and clarify any issues related to tender provisions including terms and conditions shall be organized as per the details with respect to the date, time and venue as mentioned in the NIB.

2.3.2. Prospective participants may also send their written queries, if any, at least one days prior to pre-bid meeting date vide e-Procurement Portal or Email <insert mail ID>. Procuring Entity shall issue necessary clarifications and amendment, if any, to the tender document. Such clarifications or amendments shall be uploaded on the e-Procurement portal for information and communication to the prospective bidders.

2.3.3 The format for pre-bid queries is given as below:

S. No	Tender Clause No	Current Provision	Proposed Provisions	Remarks/ Justifications

2.4. Content of the Technical Bid

2.4.1. The technical bid shall consist of documents and supporting to establish that the bidder fulfills all the eligibility criteria as set out in **Section-III**. The content of the technical bid shall include the documents given as below:

- (a) Covering Letter as per **Annexure-1**, along with EMD (Bid Security) and Processing Fee (Instrument or Payment proof.)
- (b) Declaration as per **Annexure-2** (non-conviction and non-blacklisting)
- (c) Checklist for technical bid as per **Annexure-3**.
- (d) Turnover Certificate issued by Chartered Accounts as per **Annexure-4**
- (e) Details of the Manpower Provided **Annexure-5**
- (f) Performance Statement as per **Annexure-6**
- (g) Details of EMD Deposited as per **Annexure-7**
- (h) Bidder's Profile as per **Annexure-9**
- (i) Power of Attorney document/instrument in favour of the Authorised Signatory or the Board of Directors resolution (in case of Company) authorizing the signatory for signing the Bid. As per **Annexure-10**
- (j) Certificates & Accreditations: <to be inserted>

2.5. Financial Bid

2.5.1. The Financial Bid will be submitted by the bidder online (only) in the prescribed format available in the e-Procurement portal (i.e., <https://assamtenders.gov.in>). Format of the

Financial Bid is given under **Annexure-8** for reference only. The bidder is not required to submit the hardcopy of the Financial Bid. Submission of the Financial Bid in hardcopy shall render the Bid liable for cancellation.

2.6. Processing Fee:

- 2.6.1. Bidders shall pay the non-refundable processing fee of Rs. XXXXX (Rupees XXXX Thousand only) using online payment facility available in the e-Procurement portal. A Bid without processing fee shall be liable for rejection.

2.7. Bid Security

- 2.7.1. Bidders shall submit, along with it bid, an amount towards Bid Security as s specified below.

Sl. No	Proposed Services	Bid Security (EMD) (Rs)	Processing Fee (Rs.)
1	Services of an HR Agency for Supply Manpower.	x,00,000	5,000

- 2.7.2. The Bidder shall submit the required Bid Security along with the Bid. The Bid Security shall be in favour of the TIA in one of the following forms:

- Online payment of EMD/Bid Security using online payment facility in the e-Procurement portal.
- Demand Draft/ Bankers Cheque in favor of <Insert the Name> payable at <Insert the Place>.
- Bank Guarantee from any nationalized or Scheduled Commercial Bank in India (A written confirmation in the bank's letter head confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
- Fixed Deposit Receipt issued by any nationalized or scheduled commercial Bank in India or a foreign bank approved by R.B.I., and duly lien marked in favour of <Insert the name of the Payee>

- 2.7.3. Bid Security shall be valid for a minimum period of **200 calendar days** from the last date of submission of Bid as specified in NIB.

- 2.7.4. Unless there is any challenge against the bidding process in any court of law, the Bid Security of unsuccessful Bidders will be returned within 30 working days from award of Service Contract.

- 2.7.5. The Bid Security of the successful Bidder will be released only when the Bidder has signed the Contract and furnished the requisite Performance Security.

- 2.7.6. The Bid Security may be forfeited in following cases.

- If the Bidder withdraws the Bid after its opening and during its validity period.

- b) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors; or
 - c) In case of a successful Bidder, if it fails to.
 - i) Sign the Agreement within due date; or
 - ii) Furnish the required Performance Security within due date; or
- 2.7.7. A Bid not accompanied by an acceptable Bid Security and not secured as indicated in the Bidding Document, shall be liable for rejection.

2.8. Language and Currency of Bid

- 2.8.1 Bidders are allowed to prepare and submit their bids as prescribed only in English language. Bid prepared in any other language shall be liable for cancellation.
- 2.8.2 The bidding currency shall be Indian Rupees (INR). The price bid in any other currency shall be liable for cancellation.

2.9. Validity of the Bid

- 2.9.1 The Bid shall remain valid for a period not less than 180 days from the due date of its submission as specified under NIB. A bid with a shorter validity period shall be rejected by the TIA as non-responsive.
- 2.9.2 In exceptional circumstances, prior to expiry of the original time limit, The TIA may request the Bidders to extend the period of validity with mutual consent. The request and the Bidder's responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid Security. The Bidder agreeing to the request will not be required or permitted to modify its Bidder but will be required to extend the validity of its Bid Security for a period of the extension, and in compliance with provisions relating to the Bid Security in all respects.

2.10. Signing and Submission of Bid

- 2.10.1 The Bidder shall prepare and submit the complete bid (both Technical & Financial) in the online portal within due date of submission.
- 2.10.2 All documents that form part of the bid should be serially numbered, signed by the bidder on each page before scanning and uploading.
- 2.10.3 Bidder shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 2.10.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by TIA, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bidder.
- 2.10.5 Online Bids shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Bidder.
- 2.10.6 The Bidder is required to submit the hardcopies of “**Key Documents**” within due date of submission as per NIB . Key Documents, as follows, are required to be submitted in hardcopies.
- a) EMD Instruments (if not paid online)
 - b) Declaration as per **Annexure-2**
 - c) Original Power of Attorney Document authorizing the signatory
- 2.10.7 The Bidders should submit the “**Key Documents**” including Processing Fee, EMD and original Power of Attorney either through courier or by hand (with acknowledgement) in the address given below. Non-submission of “Key Documents” in hardcopies within due date and time shall be treated as no-bid and render the bid liable for cancellation.

To
The <Designation of the Official>
<Insert Postal Address>

2.11. Withdrawal and Revision of Bid

- 2.11.1 Bidders can withdraw and(or) resubmit the bid any time prior to due date for submission of Bid. In case of resubmission, the latest bid shall stand.
- 2.11.2 No bid shall be modified after the deadline for submission of bid. Withdrawal of bid any time after due date of submission and within the period of its validity shall result in forfeiture of EMD.

2.12. Multiple Bids

- 2.12.1 Each Bidder, shall submit only one bid in response to this tender. If a Bidder submits more than one bid, then all the bids submitted by it directly or indirectly shall be liable for rejection.
- 2.12.2. There should not be a situation where two or more bidders have common ownership of more than 25%, either directly or along with close relatives. In such situation, it shall be treated as multiple bids by a single bidder and all such bids shall be liable for rejection.

2.13. Alternative Bids by Bidder

- 2.13.1. The Bidder shall submit Bids (technical and financial) that fully comply with the requirements of the Bidding Documents. Conditional bids or alternative Bids will not be considered further in the process of evaluation and will be deemed to be unresponsive.

2.14. Amendments or Changes in Bidding Document

- 2.14.1 The Tender Inviting Authority (TIA) may at any time before the deadline for submission of Bid, amend or modify the provisions and other terms and condition as stipulated in the bidding document by issuing addenda or corrigendum, suitably.
- 2.14.2. Any addendum or corrigendum thus issued shall be a part of the Bidding Documents and shall be communicated in such form and manner as may be decided by the TIA.
- 2.14.3. To give prospective Bids reasonable time in which to take an addendum into account in preparing their Bids, the TIA, at its discretion, would extend as necessary the deadline for submission of Bids.

SECTION-III: Eligibility Criteria

3. Eligibility of the Bidder

3.1. Eligibility Criteria

Interested parties are required to fulfill following minimum eligibility criteria to participate in the selection process vide this tender:

S. No	Eligibility Criteria	Documentary Evidence Required
1. Constitution		
1.1	The Bidder must be a single entity registered under applicable laws in India.	Any one of the followings: (a) Self-attested copy of the Certificate of Incorporation (b) Self-attested copy of the Certificate Registration (c) Self-attested copy of the Partnership Deed
2. Financial Strength		
2.1	The Bidder must have achieved a minimum average annual turnover of Rs. 10 crores during last three financial years (i.e., 2020-21, 2021-22 and 2022-23) from similar business.	(a) Self-attested copy of the Audited Statement of Accounts (b) Turnover Certificate by CA (original)
2.2	The Bidder should have a positive net worth as on 31 st March 2023	(a) Self-attested copy of the Audited Statement of Accounts (b) Turnover Certificate by CA (original)
3. Work Experience		
3.1	The Bidder should have successfully executed at least two similar contracts for providing manpower to any Client in public sector including Government or Semi-government entity, Body Incorporates, Public Sector Undertakings, Urban Local Bodies, UN Agencies, etc. during last three financial years of annual value not less than Rs 50.00 (fifty) lakhs each.	(a) Self-attested copies of work Orders or contract copy, and (b) "Certificates of Satisfaction" from the Client in support of the same.
4. Registration and Accreditation		
4.1	The Bidders should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act,	Self-attested copy of (a) GST Registration Certificate (b) EPF Registration Certificate.

	Contract Labour (Regulation and Abolition) Act, 1970, etc.	(c) PAN card (d) Registration certificate under Contract Labour (R & A) Act 1970
4.2	The Bidder should have following Quality Certification with respect to the service or the organization.	<List of quality certification as per the service to be inserted >
5. Non-blacklisting or Debarment		
5.1	The Bidder should not have been blacklisted or debarred form participating in any bidding process by any government or semi-government entity, PSU, UN agency or any public sector entity that is in force as on the due date for submission of Bid.	Declaration as per Annexure-II
5.1	The Bidder including its owner or partner or director or office bearer or officials should not have been convicted by any court in last three years as on the date of submission of the Bid for any offence relating to fraud, misrepresentation, non-performance of contractual obligations, etc.	Declaration as per Annexure-II
5.2	There is no vigilance/CBI case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.	Declaration as per Annexure-II

Note:

The decision of the Procuring Entity regarding eligibility would be final and binding on all Bidders. TIA may seek clarifications from Bidders for satisfying itself with respect to the documents and submissions by the Bidders on the Eligibility Criteria

SECTION-IV: Evaluation and Selection

4. Evaluation and Award of Contract

4.1 Opening and Preliminary Scrutiny of Technical Bid

4.1.1 Procuring Entity will open all the bids received online within due date of submission as mentioned in the NIB or as extended by the TIA.

4.1.2 Preliminary Scrutiny after opening of Technical Bid:

(a) The Bidder is required to pay the “**Processing Fee**” online using the online payment facility available in the e-Procurement portal. If the bidder fails to pay the “Processing Fee” the bid shall be rejected from further evaluation.

(b) The Bidder is required to furnish the proof of payment of the “**Bid Security**” along with the Technical Bid. If the Bidder has not paid the Bid Security (i.e., EMD Amount) or furnished the proof of payment or even paid it does not conform to the amount, validity period, format and the manner as specified in the Bidding Document, then the Bid shall be rejected.

4.1.3 Detailed Assessment:

(a) Subsequent to the preliminary scrutiny of the technical bids, detailed scrutiny of the documents submitted along with the bid with respect to establish the fulfillment of the qualification shall be carried out.

(b) At this stage all those bids that qualifies or full fill the eligibility criteria shall be shortlisted for further evaluation to ascertain the technical score each of the qualified Bidders are eligible to be awarded as per the set criteria.

(c) Only those Bidders who secure the qualifying technical score (i.e., **70 marks or above**) shall only be eligible for financial bid opening.

(d) The date and time of opening of financial bid shall be informed to all such bidders who qualify in technical evaluation.

(e) In the event, the date of opening as above is declared Govt. holiday, then the bid opening shall be done at the same time on the next working day.

4.1.4. The Tender Inviting Authority reserves the right to seek clarification on the bids submitted and can ask for additional information or documentary evidence or clarification. Bidder shall be solely responsible for any error made in Technical or Financial bids.

4.1.5 Any effort by any Bidder to influence the evaluation or process may result in the rejection of its Bid.

4.2. Scoring of Technical Bid

4.2.1 Bidders those who fulfill the Eligibility Criteria as mentioned under Para 3.1 above shall be evaluated further on technical parameters for scoring (Marking) purpose. Under this process, bids shall be evaluated against different parameters as given in para 4.2.2 and

according to marks shall be awarded. If deemed necessary, the evaluation committee may seek for a presentation by the eligible Bidder.

- 4.2.2 The Technical Evaluation Committee duly appointed by the TIA shall carry out the evaluation and scoring of all eligible technical bids. The technical score for each Bidder shall be determined as per the norms as defined below:

S. No.	Technical Evaluation Parameter	Scoring Pattern			
1.	Years of Experience in Similar Activity (Maximum Marks = 25 Marks)	Minimum 3 years	>3 up to 5 years	>5 up to 7 years	> 7 years
		6 Marks	12 Marks	18 Marks	25 Marks
2.	Average Annual Turnover for last three financial years from similar business activity. (Maximum Marks =20 marks)	≥ 10 crore -Up to 12 Crore	>12 crore- up to 15 Crore	>15 Crore - up to 20 Crores	> 20 Crores
		6 Marks	12 Marks	18 Marks	25 Marks
3.	Total number of personnel currently engaged by the bidder for its clients. (Maximum Marks =20 marks)	≥ X	≥ 2X	≥ 3X	≥ 4X
		6 Marks	12 Marks	18 Marks	25 Marks
4.	Number of Public Sector Clients Served during preceding three years. (Maximum Marks =20 marks)	≥ 3	≥ 5	≥ 7	≥ 10
		6 Marks	12 Marks	18 Marks	25 Marks

(Procuring Entity has the option to customize the parameter for scoring purpose as per the requirement. The parameters as given above is for reference)

- 4.2.3. TIA reserves the right to reduce the minimum qualifying scope of 70(Seventy) marks up to 60 (sixty) marks in case a minimum of three Bids fail to secure minimum qualifying marks i.e., 70 Marks.
- 4.2.4. Bidders those who secure minimum qualifying marks as per the technical evaluation shall be shortlisted for opening of Financial Bid.

4.3. Evaluation of Financial Bid

- 4.3.1. The financial bids of the technically qualified Bidders (i.e., bidders scoring minimum qualifying marks) shall be opened in the predetermined date and time. The actual date of opening of financial bid shall be communicated to the technically qualified bids by publishing in the e-Procurement portal.
- 4.3.2. TIA shall select the most preferred bidder amongst the technically qualified Bidders for awarding the contract following Least Cost System of evaluation. However, the Procuring Entity is in no way obliged to award the contract to the lowest bidder or assign any reason

whatsoever for the same. Procuring Entity may also cancel the Tender, if the L1 price as discovered is found to be unreasonable.

- 4.3.3. Contract shall be awarded to the technically qualified bidder having lowest financial quote and accordingly issue Letter of Acceptance (LoA) inviting for the execution of the contract.
- 4.3.4. In case of a tie in the bid price between one or more bidders, bidder having highest technical score shall be awarded the contract.

4.4 Award and Signing of Contract

- 4.4.1 The Bidder whose financials (service charges quoted as per the financial Bid) shall be adjudged as most suitable, will be notified of the award by the Authority prior to expiration of the bid validity period by issue a “**Letter of Acceptance**” communicated through email or other means.
- 4.4.2 The successful bidder within 21 days of receipt of the Letter of Award shall furnish the required performance security and sign the Contract (**refer Annexure- 12**) and deliver it to the TIA for acceptance of the same.
- 4.4.3 Upon the furnishing of the Performance Security (as specified in the following **Para i.e., 4.5**) by the successful Bidder, TIA will promptly notify the other Bidders that their Bids have been unsuccessful and return the EMD within 30 days.
- 4.4.4 If the successful Bidder fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw the bid, after issue of the “Letter of Award”, or owing to any other reasons unable to undertake the contract, then the contract or the “**Letter of Acceptance**” (when the contract is not executed) will stand cancelled and the EMD as deposited along with the Bid shall stand forfeited by the TIA.
- 4.4.5 In case of any failure by the winning Bidder to comply with the provisions of the contract, TIA reserves the right to forfeit the Performance Security and take any such action, as deemed fit, including blacklisting or debarment from participation in any tender which would be issued by it for next three (3) years from the date of debarment or blacklisting.

4.5. Performance Security

- 4.5.1 Within **21 days** of receipt of the Letter of Acceptance or before signing the contract, whichever is earlier, the winning bidder shall provide to the TIA, a Performance Security drawn in favour of <insert the name>payable at <insert the place>in any of the form given below for an amount of Rs <insert the amount>.
- (a) Irrevocable Bank Guarantee in favour of <insert the name> as per the format given under **Annexure-10**.
- (b) Fixed deposit Receipt Lien marked in favour of <insert the name> from any Nationalized or Scheduled Commercial bank having branch in<insert the place>.

- 4.5.2 Performance Security(s) shall remain valid for a minimum of 60 days beyond the period of the contract. The performance security shall be returned back to the contractor within 60 days of successful completion of all the contractual obligations under the contract.
- 4.5.3 In case of non-performance, negligence, and breach of contractual obligation in the part of the Agency (i.e., Service Provider), the Performance Security Deposit shall be forfeited by the Authority forthwith besides annulment of the contract and other legal recourses available under the law of the land.

SECTION-V: Schedule of Requirement

5. Schedule of Requirement

5.1. Manpower Requirement

5.1.1. The present manpower requirement (tentative) is given below. The need for additional manpower may arise any time during the currency of the contract vide this Tender. In case of any additional requirement of the manpower arises at a later date during the currency of the contract, the agency has to provide for the same.

Sl. No.	Manpower Categories	Estimated Number	Location	Salary Package Offered (Consolidated)	Qualification Experience
1	House Keeping Staff	2			Age Limit: Educational Qualification: Skill: Experience: Working Hour:
2	Data Entry Operator				Age Limit: Educational Qualification: Skill: Experience: Working Hour:
3	Office Attendant	10			Age Limit: Educational Qualification: Skill: Experience: Working Hour:
4	Cook	2			Age Limit: Educational Qualification: Skill: Experience: Working Hour:
5	Account Assistance				Age Limit: Educational Qualification: Skill: Experience: Working Hour:
6	Admin Assistance				Age Limit: Educational Qualification: Skill: Experience: Working Hour:
7	Gardner				Age Limit: Educational Qualification: Skill: Experience: Working Hour:

5.2. Manpower Engagement Process:

- 5.2.1 The Agency², within 15 days of receipt of the letter of requisition for manpower from the Authority³, shall ensure that a minimum of double the requirement of eligible candidates are shortlisted sent by the Agency to participate in the selection process to be carried out by the Authority.
- 5.2.2 Authority reserves the right to select the candidate as per its own selection norm. If none of the candidates of the Agency qualify in the selection process carried out by the Authority, then the Agency shall send fresh candidates to go through the selection process.
- 5.2.3 Authority reserve the right to reject all or any of the candidatures who fails to qualify its selection process.
- 5.2.4 The Candidate (s) once selected by the Authority shall join the duty within 30 days of the communication of selection unless the Authority against a written request allows an extended time period.

5.3. Tenure of Engagement

- 5.3.1. All manpower engagement shall be initially for a period of 12 months, and which shall be subject to further renewal unless a shorter duration is specifically mentioned by the procuring entity.
- 5.3.2. However, Procuring Entity reserves the right to remove the personnel engaged through the Agency any time prior to the completion of the contract period serving a one-month notice if the need for such manpower is no more exists.
- 5.3.3. The TIA reserves the right to remove any of the manpower engaged through the Agency forthwith, in case it is found that they are engaged in illegal, unethical, and corrupt practice. In such situation the Agency has the responsibility to replace the manpower forthwith, to ensure smooth continuance of the work.

² Agency means the HR Agency selected and engaged by the Procuring Entity

³Authority means the Procuring Entity

SECTION- VI: Conditions to Contract

6. Conditions to Contract

6.1. General Issues

- 6.1.1 The service agreement with the Agency shall be for a period of three years from the date of signing of the contract except in case of premature termination of the contract on the ground of non-performance, inadequate performance or otherwise.
- 6.1.2. The Authority may extend the contract period for a maximum period of another six month beyond the original contract period of three years subject to the consent of the Agency with similar terms and conditions except some minor modification, if required, without any cost implication.
- 6.1.3 The Agency (HR Agency) shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any third-party agency.
- 6.1.4. The manpower requirement in each category as given in Para 5.1 may vary (increase or decrease) during the tenure of the contract. However, in such situation the Agency shall supply the additional manpower with same terms and conditions.
- 6.1.5. The Agency will be abided by the details furnished by it along with the proposal or at a subsequent stage. In case, any of such documents furnished or declaration made by the Agency is found to be false at a later stage, it would be deemed to be a breach of contract making it liable for legal action besides termination of the contract and forfeiture of performance security.
- 6.1.6. Authority (Procuring Entity) reserves the right to terminate the Contract at any time before its expiry (premature termination) if the service is found to be unsatisfactory in the manner as specified in the termination clause.
- 6.1.7. The persons deployed by the Agency shall report in the place of work on time during all working days. In case, the personnel deployed remains absent on a particular day or report late in the office then proportionate deduction from the remuneration will be made.
- 6.1.8. In case the person deployed is asked to work beyond the office hour, he /she shall be entitled to late sitting-cum-refreshment as per the provision of the Procuring Entity, decided from time to time.
- 6.1.9 The person deployed may be called on holidays to attend duty and, in such cases, shall be compensated financially as per rates approved by this office on attending such duty.
- 6.1.10. The Agency shall nominate a Coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
- 6.1.11. The entire financial liability in respect of manpower deployed in different locations shall be that of the Agency and Authority will in no way be liable. It will be the responsibility of the Agency to pay to the person deployed a sum not less than the rate mentioned in the financial bid and adduce such evidence as may be required by Authority.

- 6.1.12. For intents and purposes, the Agency shall be the “Employer” within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship against Authority.
- 6.1.13. The Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. Authority, in no way, is responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Agency, the deployed person can place their grievance before designated official of Authority.
- 6.1.14. The Authority (Client) shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 6.1.15. Persons deployed by the Agency shall not claim nor shall be entitled to any payment from Authority (Client) including pay, perks and other facilities as admissible to regular / confirmed employees during the currency or after expiry of the contract.
- 6.1.16. In case of termination of the Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 6.1.17. Persons deployed shall not claim any benefit or compensation or absorption or regularization of position with Authority under any circumstances. Undertaking from the person deployed to this effect shall be required to be submitted by the Agency prior to the deployment.
- 6.1.18. Agency shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970, if any, at his own part and cost.
- 6.1.19. Agency shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency. The Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 6.1.20. The persons deployed by the Agency should have good police records and no criminal case should be pending against them.
- 6.1.21. The persons deployed should be polite, cordial, and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of Client. The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

6.2. Statutory Issues

- 6.2.1 The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this

condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

- 6.2.2 The Agency (HR Agency) shall be solely responsible for compliance of all statutory provisions relating to minimum wages payable to different category of worker/personnel deployed. Authority shall have no liability in this regard.
- 6.2.3 The Agency (HR Agency) shall also be liable for depositing all taxes, levies, cess, etc., on account of service rendered by it to Client with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to Client, as and when sought.
- 6.2.4. The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to Authority or any other statutory authority.
- 6.2.5. The Tax Deduction at Source (TDS) shall be done as per the provisions under Income Tax Act and Authority shall provide TDS certificate to the Agency.
- 6.2.6. In case, the Agency fails to comply with any liability under appropriate law, and as a result thereof, Authority is put to any loss or inconvenience, then Authority will be entitled to get itself compensated out of the outstanding bills and/or the Performance Security deposited, to the extent of the losses incurred.
- 6.2.7. The contract shall be liable for termination on account of non-performance, deviation of terms and conditions of contract, non-payment of remuneration and non-payment of statutory dues. Authority will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the assets / documents in the office premises by the persons deployed, the same shall be recovered from the unpaid bills or adjusted against the Performance Security.

6.3. Payment, Penalty and Dispute Resolution

- 6.3.1 The Agency shall raise the bill, in triplicate, along with attendance sheet duly certified by the authorized official of client's office in respect of the persons deployed and submit the same for payment in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. However, the Agency has to release the monthly salary of the person(s) deployed in the first week of succeeding month. Hence, payment shall be on reimbursement basis, where the Agency shall pay first and then get it reimbursed from the Client.
- 6.3.2. No payment shall be made in case of non-attendance in working days and credit shall be given for rendering service in non-working/off days. For above calculation the formula shall be $\text{Salary per day} = (\text{Monthly Salary}) / (\text{Number of working days in that month})$
- 6.3.3. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof (Challan) pertaining to the bill of the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Management.

- 6.3.4. The amount of penalty calculated @ Rs.150/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Agency shall be deducted from its monthly bills in the succeeding month.
- 6.3.5. The Client reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 6.3.6. In the event of any dispute arising in the interpretation of the clauses of the contract effort shall be made to resolve through mutual discussion/consultation between the Management and the Agency.
- 6.3.7. All legal disputes arising under this contract between the parties will be subjected to resolve under jurisdiction of Guwahati Court or High Court of Assam.

6.4. Termination

- 6.4.1. The contract can be terminated at any point of time prior to its completion by either of the parties with 60 days of notice period.
- 6.4.2. The Client may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- 6.4.3. The Authority after giving 30 days clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i) If the Agency does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - (ii) If the Agency becomes insolvent or bankrupt.
 - (iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - (iv) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

SECTION- VII: Forms and Formats

Annexure-1: Covering Letter**Covering Letter**

[On the Letterhead of the Bidder]

Kind Attention:

[location, date]

The <Inset the designation of the Tender inviting Authority>
<Inset Address>

Tender Ref No. _____

For <Inset name of the Service>

Madam/Sir,

1. Having read, carefully examined, and understood the bidding document dated [●] issued by TIA (“Authority”) and all annexure and other documents attached thereto, and all subsequent addenda and clarifications issued pursuant thereto (collectively the “Tender”), we hereby submit our Technical and Financial Bid.
2. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the bidding document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the Tender during the bid evaluation and selection process.
3. We agree that we have inspected and examined the bidding document and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the Tender which may affect our bid and all queries on other contractual matters have been addressed.
4. We agree to the conditions of the Tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by Contracting Entity as per the terms and conditions.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
6. We agree to accept the amount of the bill to be paid by the TIA (i.e., Contracting Entity) after completion of all formalities and should any amount of the bill found by the procuring Entity or its auditors to have been over-paid; the amount so found shall be refunded by me/us.

7. Procuring Entity has the right to accept or reject any or all the bids without assigning any reason.
8. We understand all the terms and conditions of the contract and bind me/ourselves to abide by them.
9. We understand and agree that Procuring Entity reserves the right to cancel the Tender process or the contract agreement at any moment of time without assigning any reason thereof.
10. We represent and warrant to TIA that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
 - (a) the information furnished by us is complete, accurate, unconditional and fairly presented.
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the Tender.
 - (c) we are in compliant with all the terms and conditions of the Tender.
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect TIA's evaluation or decision in relation to evaluation and selection.
 - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - (f) I/We have not been black-listed or debarred by the TIA or by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies, which is in effect for the time being.
 - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
11. We undertake that we will intimate Procuring Entity of any material change in facts, circumstances, status, or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the Tender).
12. This Bid shall be construed, interpreted, and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at <insert the place> will have exclusive jurisdiction in respect of all matters arising out of this Bid.
13. We have agreed that [_____] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Bid and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Bid, which will be binding on us.
14. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.

15. If our Bid is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
16. We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
17. We agree to keep our Bid valid for acceptance as required in the Tender Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
18. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for Bid.
19. We confirm that we fully agree to the terms and conditions as specified under the Tender Document, including amendment/ corrigendum, if any.
20. We confirm that the hardcopies of Bid submitted are completely identical to the online submission, without any deviation whatsoever.
21. We have provided details, in accordance with the instructions and in the form required under the Tender.

Yours Faithfully,
[Signature and Details of the Bidder/Authorised Representative]

Name of the Authorised Signatory:

Designation:

Contact Details: Mobile: Email:

Annexure-2: Declaration by the Bidder**DECLARATION BY THE BIDDER***(To be typed in a non-judicial stamp paper and duly attested by Notary Public)*

I, _____ Proprietor/ Partner /Director of M/s _____ hereby declare that the information given and documents furnished as part of this Bid in response to the Tender (Ref No. xxxxxxxx) is true and correct to the best of my knowledge and belief.

And also, hereby declare that:

- a) The price offered by us in the financial bid shall remain valid for a period of 180 days from the due of submission of the bid. In case we withdraw our bid any time before the last date of bid validity then our EMD shall be liable for forfeiture by the Tender Inviting Entity.
- b) There is no vigilance/CBI case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
- c) I / We (including directors/partners/office bearers/trustee) or any of our key official(s) has been convicted for any offence relating to fraud /misrepresentation/non-performance of contractual obligations in last three years from the due date of submission of Bid.
- d) I/We have not been black-listed or debarred by the TIA or by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies, which is in effect for the time being.
- e) I/we agree to the TIA forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a minimum period of 3 years, if any information furnished by us proved to be false at the time of evaluation or at a subsequent date by the Authority during the currency of the contract; or in case of non-performance of the contractual obligations.
- f) I offer to provide the service as per the prescribed terms and conditions and at the rates as quoted by us in the price bid (submitted separately), if the contract awarded to us.

Dated:

Place:

**Name & Signature
Authorised Signatory**

Name of the Bidder:

Address:

Annexure-3: Checklist for Technical Bid**Checklist of the Technical Bid**

S. No	Description of the Document	Page Number
1	Covering Letter as per Annexure-1	
2	EMD (Bid Security) and Processing Fee	
3	Declaration as per Annexure-2 (Non-conviction and non-blacklisting)	
4	Documentary evidence conforming to eligibility as per Para 3.1	
5	Turnover Certificate issued by Chartered Accounts as per Annexure-4	
6	Details of the Manpower Provided as per Annexure-5	
7	Performance Statement as per Annexure-6	
8	EMD if paid in form of Bank Guarantee as per Annexure-7	
9	Bidders Profile as per Annexure-9	
10	Power of Attorney document/instrument in favour of the Authorised Signatory or the Board of Directors resolution (in case of Company) authorizing the signatory for signing the Bid.	
10	Certificates & Accreditations: <to be inserted>	

Annexure-4: Turnover Certificate**TURNOVER CERTIFICATE***On the letter head of Chartered Accountant/Statutory Auditor*

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at pertaining to the financial year, 20..... and 20..... Based on our verification of the afore said statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Crores)

Financial Information	Financial Year			Average
	20XX-XX	20XX-XX	20XX-XX	
	Audited	Audited	Audited	
Annual Turnover from Similar Business for the year				
Net Profit Before Tax				
Net Profit After Tax				
Net worth				

Date:

Place:

Signature of Auditor / Chartered Accountant

(Name in Capital Letters)

Firm Registration No.....

UDIN No.....

Seal:

Annexure-5: Details of Manpower Provided**STAFF DETAILS****Name of the Bidder:****Tender Ref No.:**

Sr. No.	Name of the Employee	Employee Code	Date of Joining	Qualification	ESI No.	PF No.	Name of the Client

Signature of Bidder**Name and designation of signatory with seal**

Date:

Place:

Annexure: 6: Performance Statement**PERFORMANCE STATEMENT****(last three years)****Name of the Bidder:****Tender Reference No.**

Sr. No.	Name and address of Client; Name, designation, and contact no./E-mail id. of the officer concerned	Contract details including duration, nature of service	Value of Contract (Rs.)	Contract Signing Date	Client satisfactory certificate enclosed (Yes/No)	Whether the Client is from Public Sector
1						
2						
3						
4						
5						

Signature of Bidder**Name and designation of signatory with seal****Date:****Place:**

Annexure-7: Bank Guarantee Format for EMD**BANK GUARANTEE FORMAT FOR EMD/BID SECURITY****To**

<Insert name and address of the TIA>

<Address>

Whereas..... [name of Bidder] (hereinafter called “the Bidder”) has submitted its Bid dated (date) in response to the Tender (Ref No.....Date.....) for providing <Insert name of the Service>(hereinafter called “the Bid”).

KNOW ALL MEN by These Presents that we of having registered office at(hereinafter called “the bank”) are bound up to <Insert name of the Procuring Entity> having its registered office at <Insert the Address>(hereinafter call “the Authority”) in the sum of..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said bank this day of, 2019.

The conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of its validity as specified in the Tender document mentioned above or
2. If the Bidder, having been notified of the acceptance of its Bid by the Authority during the period of its validity.
 - a) fails or refuses to execute the contract form, if required or;
 - b) fails or refuses to furnish the Performance Security, in accordance with the Tender clauses.
3. We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
4. This guarantee will remain in force up to and including 20 (Twenty) days after the period of bid validity or as it may be extended by the Purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the Bank Official

Seal

Date.....

Place.....

Witness.....

(Signature, name and address)

Annexure-8: Format for Financial Bid**FINANCIAL BID****MONTHLY RATE OFFERED FOR DIFFERENT CATEGORIES OF PERSONNEL***(Rate per person per Month inclusive of all statutory liabilities, taxes, levies, cess etc.)***Name of the Bidder:**

Sl. No.	Category of Personnel	Monthly Rate per Person (Rs.)						Total per person per month rate
		*Take home Remuneration	EPF (Employer's Share 13.61%)	ESI (Employer's Share 4.75%)	Other statutory dues, if any	**Service Charge	GST, as applicable	
1.	Data Entry Operator	XXXXX						
2.	Office Assistant	XXXXX						
3.	Caretaker (Guest House)	XXXXX						
4.								

* Take home salary shall be fixed by the Procuring Entity which shall be inclusive of **employee's contribution towards EPF & ESI**

** The bidder is required to quote the price (**Service Charge**), which is reasonable and commercially feasible. The price offered towards service charges by the Agency should not be unreasonable or commercially unviable. GST on the service charges shall be payable at applicable rate.

Date :**Place :****Signature of the Authorized Person****Full Name****Seal**

Annexure-09: Profile of the Bidder**Profile of the Bidder**

S. No	Particulars	Details
1	Name & Address of the Bidder:	Name: Address:
2	Constitution of the Bidder	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:
3	Year of Establishment:	Date of Incorporation/Registration: (as per the incorporation document)
4	Details of Income Tax, GST, PF and ESI Registration	PAN: GST Registration Number: PF Registration Number:
5	Details of the Contract Person:	Name: Designation: Email: Mobile:
6	The Accreditations, Awards and Achievements of the Bidder.	Awards: Certificates: Other Credentials:

Signature of the Bidder/Authorised Signatory

Date:
Place:

Annexure-10: Power of Attorney for Authorised Signatory**Format for Power of Attorney for Signing of Bid**
*(On a Stamp Paper of Rs 100/- and Notarised)***Power of Attorney**

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the services] including signing and submission of all documents and providing information to the Authority (i.e. [insert name of the TIA]) and its officials or representatives, representing us in all matters before TIA, and generally dealing with TIA in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ____ day of ____ 200_

For _____

(Signature)

(Name, Designation and Address)

Accepted

_____ (Signature)

(Name, Title, and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

Annexure: 11: Performance Bank Guarantee Format**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY****To**

<Insert the name of the TIA>

<Insert the Address>

WHEREAS <Insert the Name of the Agency> registered under the Indian Companies Act, 1956 and having its registered office at <Insert the Agency> (hereinafter called "**the HR Agency**") has undertaken, in pursuance of the LoA No. _____ dated _____ to provide manpower of required qualification and experience as and when required over the contract period

AND WHEREAS it has been stipulated by the Authority i.e., <Insert the name of the TIA>, in the Tender that the Contractor shall furnish a Bank Guarantee from a recognized bank for the sum specified therein as security for successful performance of its obligation under the contract.

AND

WHEREAS we the Bank (**name of the Bank**) have agreed to give < Insert name of the TIA> such a Bank Guarantee.

NOW THEREFORE we (name of the Bank) hereby affirm that we are the Guarantor and responsible to <Insert name of the TIA>, on behalf of the <Insert name of the Agency>, up to a total of [amount of guarantee]-----[In words], and we undertake to pay you, upon your first written demand, accompanied by certificate that despite reasonable notice and grant of time the contractor has committed default/breach of its obligations under the agreement or failure to perform said agreement and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] .

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Our liability under this guarantee shall not exceed of Rs -----

This guarantee shall be valid up to -----

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure-12: Format for the Agreement**DRAFT AGREEMENT***(To be typed on a non-judicial stamp paper valued Rs. 100/-)*

An agreement made this.....day of 202X BETWEEN

<Insert name and designation of the contract signing authority of the Procuring Entity>
(hereinafter called "the **Authority**") having its registered at.....of the one part

AND

<insert name and address of the HR Agency> (hereinafter called "**the Agency**", which expression shall, where the context so admits, be deemed to include his heirs successors executors and administrators) of the other part.

1. Whereas the Agency had been selected by the Authority through an open invitation of Bid (tender) issued vide Tender Reference No.....dated, and accordingly the Letter of Acceptance was issued vide Letter No.....dated..... inviting to execute the contract.
2. And whereas the Agency agreed to provide required manpower to the Authority as and when required, as per the terms and conditions contained in the bidding document.
3. And whereas the Agency has deposited the performance security of Rs in form of

NOW THESE PRESENT WITNESS AS FOLLOWS:

4. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) Schedule of Requirement
 - b) Submissions and Declaration as part of the Bid.
 - c) Letter of Acceptance issued by the Authority.
 - d) Condition of the Contract
 - e) Schedule of Rates as per Financial Bid
 - f) < to be added if any >
5. In consideration of the payments agreed to be paid by the Client to the Agency as per the offered rate (for each category of personnel) the Agency hereby covenants with the Client to provide the agreed Services (i.e., supply of required manpower) in all respects as per the provisions of this Contract.

6. The Client hereby covenants to pay the Agency in consideration of the manpower supplied, the agreed price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

7. Price and Service Charges

7.1 The price (Gross Salary of the Personnel Including PF & ESI and Service Charges including taxes) shall be **firm and fixed** in the first year of operation. GST shall be paid on the monthly fees/charges at the rate as applicable.

7.2. There shall be an annual increment in salary of 5% and which shall be due to the Agency on successful completion of obligations under the contract.

8. Payment

8.1 The payment shall be made to the Agency on monthly basis.

8.2 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.

8.3 The Agency shall submit the monthly bill within 1st week of the following month.

9. Arbitration

9.1. Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).

9.2 Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

10. Governing Law

10.1. The Agreement shall be governed and construed in accordance with the laws of India. Place of jurisdiction shall be Guwahati.

For and on behalf of the Agency

For and on behalf of the Procuring Entity

Authorised Signatory
<Name and Address of the Agency>

<Authorized Signatory>

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

