



# **BIDDING DOCUMENT**

## **(Offline)**

***Applicable for Low Value Housekeeping Contract***

**FOR OUTSOURCING OF HOUSEKEEPING SERVICES FOR**  
**<insert the name of the office/place where housekeeping is**  
**required>**

**Tender Ref No: .....Dated: .....**

**<INSERT LOGO, NAME & ADDRESS OF THE PROCURING ENTITY>**

*<Insert Logo, Name, Address of Procuring Entity>*  
Email.....:Website: www.....

## Notice Inviting Bid

(NATIONAL COMPETITIVE BIDDING)

Tender Ref No: .....

Date: .....

MANUAL BIDS ARE INVITED BY UNDERSIGNED FROM ELIGIBLE PARTIES (SERVICE PROVIDERS) VIDE THIS TENDER TO SELECT AND ENGAGE MOST SUITABLE OF THEM TO PROVIDE HOUSEKEEPING SERVICES AT *<INSERT/OFFICE/PLACE/LOCATION>* ON OUTSOURCING BASIS FOR A PERIOD OF ..... MONTHS.

Sl. No	Particulars	EMD(INR)
1	Housekeeping Services to be provided at .....	Rs ...../- (Rupees .....Only)
2	Housekeeping Services to be provided at .....	Rs ...../- (Rupees .....Only)

### Calendar of Events

Tender Schedule	
Date of issue of the Tender	XX XX 202X
Pre-Bid Meeting	<b>Mode:</b> Online or Offline (to be mentioned) <b>Venue:</b> in case of offline <b>Video link:</b> In case of online meeting <b>Date &amp; Time:</b>
Due date and time for submission of Pre-bid queries.	Date:..... Time.....
Due date and time for submission of Bid (both Financial and Technical) manually.	Date:..... Time.....
Address for submission of Bid	<i>&lt;Insert the name and address of the procuring entity for submission of Bid&gt;</i>
Date of opening of Technical Bid.	Date :..... Time: .....

Address for Communication	Name of the Designated Official:  Address:.....  Mobile: Email: .....Website: .....
Bid Processing Fee (non-refundable)	Rs ...../-(Rupees ..... Thousand) only in the form of Demand Draft in favour of <i>&lt;insert the name of the Procuring Entity&gt;</i>

The Bidding document shall be available on the official website i.e., *<insert the address of the website or the portal>* and which can be downloaded by the intending Bidders free of cost.

**For the Procuring Entity**  
**S/d**  
**Designation**

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## Disclaimer

- (1) This **Bidding Document** is issued by <insert the name of the Procuring Entity> (herein after called as the “**Client**”) for the purpose of selection of a suitable Agency (i.e. service provider) to provide the housekeeping services 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 Client 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 Client to the prospective Bidder or any other person. The purpose of this tender 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 Client 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 Bidder may require.
- (5) This Bidding document may not be appropriate for all persons, and it is not possible for the Client and its employees, advisor, or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this bidding document.
- (6) The assumptions, assessments, statements, and information contained in this bidding 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 bidding document and obtain independent advice from appropriate sources.
- (7) Information provided in this bidding 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- (8) The Client, 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 bidding document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this bidding document and any assessment, assumption, statement or information contained herein or deemed to form part of this bidding document.

- (9) The Client 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 bidding document. Further, nothing in this bidding 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.
- (10) The Client 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 bidding document.
- (11) The issue of this bidding document does not imply that the Client is bound to award the Contract to any Bidder or to engage any Bidder and Client reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- (12) This bidding 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 bidding document does not purport to be comprehensive or to have been independently verified. Nothing in this bidding document shall be construed as legal, financial or tax advice. The Client 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 Client). 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 bidding document and the Bidder was not conversant with the conditions prevailing at the Site, irrespective of inspection of the Site, or that during performance of services he encountered difficulty.
- (13) The Client reserves the right to amend the bidding document and any information contained herein at any time after the issue of the Bidding document and prior to the due date of submission of the Bid by issuing a corrigendum notice both in the **e-Tender portal and website of the Client**. No communication in whatever form shall be construed to be a part of or supersede the bidding document unless the amendment is issued in form of a corrigendum notice by the Client.
- (14) Nothing in this Bidding document shall be relied upon as, a promise or representation as to the Client'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 Client expects to evaluate and select a Party for the execution of the proposed Services in accordance with the bidding document and based on 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 bidding document. However, the Client 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.

- (15) Each Bidder is prohibited from any form of collusion or arrangement with another Bidder (or its advisors or consultants) 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 Client or to any other person in a position to influence the decision of the Client 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 Client may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
- (16) 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 Client 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 Client may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.
- (17) 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 bidding document. However, nothing herein contained shall limit the rights of the Client, to initiate legal proceedings, before any other court having jurisdiction under the applicable laws.
- (18) The Bidder shall be deemed to have fully understood the Scope of Services provided by the Client in a manner which enables it to sufficiently define all the main elements necessary for the purpose of providing a lump sum Contract Price.

## 1. Definitions and Abbreviations

### 1.1. Definitions

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

- (a) “**Agency**” is the Service Provider selected through this tendering process and awarded the contract for rendering the service.
- (b) “**Bid**” means the documents or the submissions in their entirety comprised in the bid submitted by a Bidder in response to the NIB in accordance with the provisions hereof;
- (c) “**Bid Date**” means the last date submission of the hardcopy 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;
- (e) “**Bid Security**” means a security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the of the provisions of the bidding document;
- (f) “**Tender Inviting Authority**” shall mean the Authority issued the Bidding Document inviting Bids
- (g) “**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 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 Bid Date; but does not include a Change in Taxes;
- (h) “**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 Bid Date;
- (i) “**Client**” shall mean the *<Name of the Procuring Entity>*;
- (j) “**Contract Price**” shall mean the Price agreed as per the contract for the complete Scope of Services;
- (k) “**Earnest Money Deposit**” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Tenderer along with its Tender;
- (l) “**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 Service Provider under or pursuant to this bidding document;



- (m) **“Letter of Award” or “LOA”** means the award letter sent by the Client as written confirmation that the bidder/applicant has been successful and awarded the contract. It is also otherwise called as **“Letter of Acceptance”**;
- (n) **“Project”** shall mean the installation and provisions of the Services to the Service Receivers at the Sites by the Service Providers in accordance with the bidding document and the Definitive Agreements;
- (o) **“Procuring Entity”** means an entity referred to in Sub-section(2) of Section-3 of APPA, 2017;
- (p) **“Scope of Services”** shall mean the scope of services required to be provided by the Service Provider under the Definitive Agreement, including as specified in **Section- III** of this bidding document;
- (q) **“Service Provider”** shall mean the successful bidder with whom a Letter of Award is issued and the contract is awarded by the Client pursuant to the process as per this bidding document .
- (r) **“Specific Conditions”** shall mean the Specific Conditions of Contract;
- (s) **“Service”** means any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intelligence, consultancy, and advisory services or any services classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity;
- (t) **“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;
- (u) **“Concluded Contract”** means the written duly signed agreement entered into between Procuring Entity and the Service Provider, together with all the documents mentioned therein and including all attachments, annexure, etc. , therein;
- (v) **“Service Provider” or “Agency”** means the successful Bidder selected for execution of contract for housekeeping services;
- (w) **“State Government”** means the Government of Assam;
- (x) **“Day”** means calendar day;
- (y) **“Housekeeping Services”** means services to be provided by the agency as per the scope defined in this document;
- (z) **“Services”** means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the Agency is required to provide under the contract;
- (aa) **“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;
- (bb) **“Bidders”** means the eligible entities those have submitted their bids in response to the bidding document in the manner prescribed;

## 1.2. Abreviativos:

- (i) "APPA" Assam Public Procurement Act, 2017
- (ii) "APPR" Assam Public Procurement Rules, 2020
- (iii) "APPP" Assam Procurement Preference Policy, 2021
- (iv) "BIA" Bid Inviting Authority
- (v) "BG" means Bank Guarantee
- (vi) "EMD" means Earnest Money Deposit
- (vii) "GIT" means General Instructions to Bidders
- (viii) "GST" means Goods and Services Tax
- (ix) "GOA" Government of Assam
- (x) "LOA" Letter of Award
- (xi) "SCC" means Special Conditions of Contract
- (xii) "TIA" Tender Inviting Authority
- (xiii) "NIB" means Notice Inviting BID.
- (xiv) "MWA" means Minimum Wages Act
- (xv) "PBG" Performance Bank Guarantee

# **SECTION -I**

## **(Introduction)**

## 2. Introduction

### 2.1. The Procuring Entity

*<Inset brief description of the Procuring Entity>*

### 2.2. Objective and Purpose of the Services

*<Insert brief description of the service>*

### 2.3. Assam Public Procurement Law

2.3.1. Assam Public Procurement Act, 2017 and Assam Public Procurement Rule, 2020 framed under that shall be applicable.

2.3.2. 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, 2022. The first and second appellate authority are as mentioned below:

<b>1<sup>st</sup> Appellate Authority</b>	<b>2<sup>nd</sup> Appellate Authority</b>
<i>&lt;Insert Name, Address, and landline number of second appellate authority&gt;</i>	<i>&lt;Insert Name, Address, and landline number of second appellate authority&gt;</i>

## **SECTION -II**

**(Instruction to Bidders)**

### 3. Scope of the Tender

- 3.1. Bids are invited from eligible parties (i.e., Service Providers) who are interested to participate in this bidding process to be selected for rendering the housekeeping services as detailed under “**Section-III: Scope of Services**” of this Bidding document. The Bidding document shall be available on the official website i.e., [<insert the address of the website or the portal>](#) and which can be downloaded by the intending Bidders free of cost.
- 3.2. **Site Visit:** Interested firms are advised to visit the sites to have the onsite assessment of the scope of work, during office hour (i.e., 10:00 AM to 5:00 PM) on any working days, duly informing the Client. It is desired that prospective bidder should do prior assessment before participating in the bidding process. Client shall not be responsible for any wrong assessment.
- 3.3. **Commencement of Services:** The Service Provider should commence the housekeeping services for offices or locations as specified within 30 days from the signing of the contract by virtue of this bidding document.
- 3.4. **Contract Period:** The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 36 (Thirty-six) months from the date of signing. The contract can be extended further for another 6(six) Months on the same terms and conditions subject to mutual acceptance of both the parties.
- 3.5. **Locations or Sites:** It is proposed that Services are to be provided at the below mentioned locations (“Sites”):  
*<Inset details of the building /location/site where the services are required to be provided>*

### 4. Eligibility Criteria

- 4.1. The Bidder must be an entity registered under applicable rules(laws) in India. Only sole bidders are allowed to participate in this bidding process. Consortium applicants are not allowed to participate.
- 4.2. The Bidder must have achieved minimum average annual turnover of Rs. .... crores (Rupees.....only) during last three financial years (2019-20, 2021-22 and 2022-23).
- 4.3. The Bidder should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, Contract Labour (Regulation and Abolition) Act, 1970, etc., as applicable.
- 4.4. The Bidder should have at least three years of working experience of rendering similar services.
- 4.5. The Bidder should not be blacklisted either by the Client or by any of the government or semi-government organization, Public Sector Undertakings, Urban Local Bodies and which is time being in force.

- 4.6. The Bidder should have a clean track record for last five financial years starting from 2018-19. The Bidder should not have abandoned any project or assignment on its own Account or none of its project has been terminated (premature) by the client due to failure in performance during that period.
- 4.10. The Bids submitted by only those parties who fulfilling the Eligibility Criteria as mentioned in this Bidding document, shall be considered for further evaluation.
- 4.11. Bidder shall submit documentary evidence against each of the Eligibility Criteria. Insufficient documentary evidence in support of the eligibility criteria shall not be considered for evaluation.
- 4.12. The decision of the Procuring Entity regarding eligibility would be final and binding on all Bidders. Client may seek additional clarifications from Bidders for satisfying itself with respect to the documents and submissions by the Bidders on the Eligibility Criteria.

## 5. Bidding Process:

### 5.1. Processing Fee:

- 5.1.1. Bidders shall pay the processing fee of Rs. .... (Rupees .....only) by way of Demand Draft in favour of "*insert the name of Procuring Entity*". Non-payment of processing fee in the manner prescribe shall render the Bid liable for rejection.

### 5.2. Bid Security:

- 5.2.1. The Bidder shall submit, as part of its Bid, an amount towards Bid Security as specified below.

Sl. No	Location/Premises	Bid Security (EMD) (Rs)	Processing Fee (Rs.)
1			
2			

- 5.2.2. The Bidder shall furnish, as part of its technical Bid, a Bid Security. The Bid Security shall be in favour of the Client in one of the following forms:
- (a) DD in favor of <*insert Procuring Entity or Authority*>payable at Guwahati.
  - (b) Bank guarantee from any nationalized / scheduled commercial bank in India.
  - (c) Fixed Deposit Receipt issued by any nationalized /scheduled commercial Bank in India or a foreign bank approved by R.B.I., duly lien marked in favour of <*Insert the name of the authority*>
- 5.2.3. Bid Security shall be valid for 180 calendar days from the last date of Bid submission as specified in NIB.
- 5.2.4. 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 Contract.

- 5.2.5. The Bid Security of the successful Bidder will be released only when the Bidder has signed the Contract and furnished the requisite Performance Security.
- 5.2.6. The Bid Security may be forfeited in following circumstances:
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity.
  - 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 the Bidder fails within the specified time limit to:
    - i) Sign the Agreement; or
    - ii) Furnish the required Performance Security.
    - iii) The bidder fails to perform the contractual obligations during the currency of the contract.
- 5.2.7. Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in the Bidding document. Client retains the right to reject the Bid in summary.

### 5.3. Withdrawal and Revision of Bid

- 5.3.1 Bidders can withdraw and(or) resubmit their Bid any time prior to due date for submission of Bid. In case of resubmission, the latest bid shall stand.
- 5.3.2 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 bid validity shall result in forfeiture of EMD.

### 5.4. Multiple Bid

- 5.4.1. Each Bidder shall submit only one Bid (for single or multiple locations) in response to this tender. If a Bidder submits more than one Bid that all the bids submitted by it directly or indirectly shall be liable for rejection.

### 5.5. Content of the Document

- 5.5.1. This Bidding Document contains following details:

<b>Particulars</b>	<b>Section</b>
About Procuring Entity	I
Instructions to Bidders	II
Scope of Services	III
Conditions of the Contract	IV
Bidding Forms & Formats	V
Contract forms & Formats	VI

- 5.5.2. The Bidder is expected to carefully examine all Bid Documents. Failure to comply with the requirements of the Bid Documents shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.



## 5.6. Pre-bid Meeting

- 5.6.1. The Client may call for a Pre-bid meeting to discuss and clarify any issues related to tender provisions including terms and conditions.
- 5.6.2. Prospective bidders may also send their queries, if any, at least 1(one) days prior to pre-bid meeting date via Email at <insert Email id> or by post or by hand in the address given below.  
<insert designation and address of the designated officer of the Procuring Entity>
- 5.6.3. Client shall issue necessary clarifications and amendment, if any, to the bidding document. Such clarifications and amendments shall be uploaded on the website <insert website/portal address>. Telephonic queries are strictly prohibited.

## 5.7. Amendments to Bidding Document

- 5.7.1. The Client 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.
- 5.7.2. 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 Client.
- 5.7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client, at its discretion, would extend as necessary the deadline for submission of Bid.

## 5.8. Bidding Method

- 5.8.1. Single-Stage two-cover (i.e., Technical and Financial Bid separately) system of bidding shall be followed, where the bidders are required to prepare both technical and financial bid separately to be submitted simultaneously within due date and time.

## 5.9. Alternative Bid by Bidders

- 5.9.1. The Bidders shall submit Bid that fully comply with the requirements of the Bidding Document. Conditional Bids or alternative Bids will not be considered further in the process of evaluation and will be deemed to be unresponsive.

## 5.10. Content of Technical Bid

- 5.10.1. The Technical Bid shall be prepared in two parts. “Part-A” of the Technical Bid shall consist of following documents:
  - (a) Covering Letter as per **Annexure-1** giving details of locations/offices, along with
  - (b) EMD (Bid Security) and Processing Fee instrument
  - (c) Declaration as per **Annexure-2** (non-conviction and non-blacklisting)
  - (d) Documentary evidence conforming to eligibility as per **Annexure-3**.
  - (e) Signed copy of the Bidding Document, on each page.

- (f) Turnover Certificate issued by Chartered Accounts as per **Annexure-4**
- (g) Performance Statement as per **Annexure-5**
- (h) Details of EMD deposited as per **Annexure-6**
- (i) Bidders Profile as per **Annexure-9**
- (j) 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.

### **5.11. Financial Bid**

- 5.11.1. The Financial Bid should give all relevant price information and should not contradict the Technical Bid in any manner.
- 5.11.2 Format of the Financial Bid is given under **Annexure-8**.
- 5.11.3 The Bidder shall submit Financial Bid for each location separately if the tender is issued for multiple locations. In case of multiple location, the evaluation and selection of Service Provider shall be done for each location separately unless otherwise provided.
- 5.11.4 The price quoted by the Bidder shall be inclusive of all applicable cost including HR, consumables, machineries, equipment, staff I-Cards, their uniforms etc. The Client shall pay lump-sum monthly charges at contracted rate to the Agency (Service Provider) for the services rendered after ensuring successful execution of it and which shall also be subject to deduction of penalty, as applicable.
- 5.11.5. No other cost shall be paid or reimbursed to the Service Provider other than the contracted rate as mentioned above. GST, if applicable, shall be paid extra at applicable rate. However, bidder is required to indicate GST component in the financial Bid. Comparative analysis of the financial bids shall be done inclusive of GST component.
- 5.11.6 The Procuring Entity reserves the right to cancel the tendering process and decide for a fresh tender, if the L1 price is found to be unreasonable.
- 5.11.7 The Agency (Service provider) is responsible for complying the labour rates for different categories of manpower as stipulated under Minimum Wages Act and other applicable laws as amended from time to time.

### **5.12. Bidding Language and Currency:**

- 5.12.1. 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.
- 5.12.2. The bidding currency shall be Indian Rupees (INR). The price bid in any other currency shall be liable for cancellation.

### **5.13. Bid Validity**

5.13.1 The Bid shall remain valid for a period not less than 180 days from the last date for Bid submission specified in the Calendar of Events. A Bid valid for a shorter period shall be rejected by the Client as non-responsive.

5.13.2 In exceptional circumstances, prior to expiry of the original time limit, The Client 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 Bid 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.

#### **5.14. Submission of Bid**

5.14.1 Both the Technical and Financial Bid will be submitted manually(only in hardcopy) by the Bidder in the manner as prescribed in the Bidding Document.

5.14.2 The Bidder shall prepare and submit the complete Bid documents manually within due date of submission in the following address:

**To**

*<insert the Address>*

5.14.3 All documents in the Bid should be serially numbered, signed by the bidder on each page before scanning and uploading.

5.14.4 Bid shall be typed or written in indelible ink and shall be signed by a person or persons 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.

5.14.5 The Bid shall contain no alterations or additions, except those to comply with instructions issued by Client, 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 Bid.

#### **5.15. Technical Bid Opening and Evaluation.**

5.15.1 Procuring Entity will open all the Bids received within due date and time on the date mentioned in Notice Inviting Bid, manually.

5.15.2. Initial Scrutiny after Bid opening:

(a) If the cost of the Bidding Document is not there or incomplete, the remaining Bid Documents may be rejected.

(b) If the Bid Security furnished does not conform to amount, validity period, form, and the manner as specified in the Bidding document, the Bid shall be rejected.

5.15.3 Secondary Evaluation Process:

- (a) After the initial 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 short listed for financial bid opening.

5.15.4 The Bid Inviting Authority reserves the right to seek clarification on the Bids submitted and can ask for additional information or documentary evidence or clarification with respect to the submitted document only. : It may be noted that material deviation of any sort and/ or manner in the earlier submitted response shall not be considered. Bidder shall be solely responsible for any error made in Technical or Financial Bids.

5.15.5 Any effort by a Bidder to influence Client's processing of Bids or award decision may result in the rejection of its Bid in addition to other punitive actions as available under the APPA, 2017.

## **5.16. Financial Bid Opening and Evaluation**

5.16.1 The financial bid of the technically qualified Bidders shall be opened in the predetermined date and time. The actual date of financial bid opening shall be communicated to the technically qualified bidders or published in the official website of the Procuring Entity.

5.16.2 Contract shall be awarded to the technically qualified Bidder having lowest financial quote and accordingly issue Letter of Award inviting for the execution of the contract. Procuring Authority is in no way obliged to award the contract to the least cost Bidder or assign any reason whatsoever for the same. Procuring Entity reserves the right to cancel the tender, if the L1 price as discovered is found to be ununreasonable.

5.16.3. The technically qualified bidder having lowest financial offer (quote) against a particular location(s) shall be award the contract for that location(s).

5.16.4 In case of a tie (i.e., equal technical score), bidder having highest turnover from similar business as per **Annexure- 4** shall be awarded the contract.

5.16.5 Procuring Entity reserves the right to ask the L1 price from L2/L3/L4.....bidders for keeping fall back option.

5.16.6 Client reserves the right to seek for the detailed breakup of the price quoted before signing the contract for price justification purpose.

## **5.17. Award of Contract**

5.17.1 The Bidder whose Bid has been accepted will be notified of the award by Procuring Entity prior to expiration of the Bid Validity Period by way of issue of a **"Letter of Award"** communicated through email or other means.

- 5.17.2 Within **28 days** of receipt of the Letter of Award, the successful Bidder will furnish the performance security and will sign the Contract ( refer **Annexure- 12**) and deliver it to the Client for acceptance of the same.
- 5.17.3 Upon the furnishing of the Performance Security (as specified in the following para i.e. 5.19) by the successful Bidder, Client will promptly notify the other Bidders that their Bids have been unsuccessful and return the EMDs within 30 days.
- 5.17.4 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 the intimation of acceptance of the bid has been sent or owing to any other reasons unable to undertake the contract, then the contract or the "**Letter of Award**" (when the contract is not executed) will stand cancelled and the EMD as deposited along with the Bid shall stand forfeited by the Authority .
- 5.17.5 In case of any failure by the Agency (i.e., winning bidder) to comply with the provisions of the contract, Client reserves the right to award the contract to the next Lowest bidder or any other outside agency and where the differential price shall be recovered (maximum up to PBG amount) from the agency in default that has been awarded the initial contract. In such cases, Client reserves the right to forfeit the Performance Security and take any such action, as deemed fit, as per Assam Public Procurement Act, 2017.

## **5.18. Performance Security**

- 5.18.1 Within **28 days** of receipt of the Letter of Award or before signing the contract, whichever is earlier, the winning bidder shall provide to the Bid Inviting Authority, a Performance Security drawn in favour of <insert name of the Authority>, payable at <insert Place> in any of the form given below for an amount equivalent to 5 % (Five p.c.) of the total annual value of the contract excluding GST, if any.
- (a) Irrevocable Bank Guarantee in favour of <insert designation > as per the format given under **Annexure-11**.
- (b) Fixed deposit Receipt Lien marked in favour of Procuring Entity, Guwahati from any Nationalized / Scheduled Commercial bank having branch in Guwahati.
- 5.18.2. Performance Security(s) shall remain valid for a minimum of 60(Sixty) days beyond the period of the contract. The performance security shall be returned to the Agency within 45 days of successful completion of all the contractual obligations under the contract.
- 5.18.3 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 Client forthwith besides annulment of the contract and other legal recourses available under APPA,2017.
- 5.18.4 In case of an extension of the contract the Service Provider has to extent the validity of the performance security appropriately.

## **5.19. Validity of Contract Price and Price Escalation**

5.19.1 Contract shall be valid initially for three years and can be extended for another 6 months based on mutual agreement. The Contract Price (lump sum service charges as per the contract) shall remain fixed and firm for first 1(one) year. This price shall be subjected to an annual increment of 6%. The increment shall be applicable from 13<sup>th</sup> & 25<sup>th</sup> months onwards. Apart from the same, no other escalation in terms of pricing would be given to the Service Provider irrespective of any cost implications due to statutory or other changes .

**SECTION-III**  
**(Scope of the Work)**

## SCOPE OF THE WORK

*(This is indicative only; the procuring entity should modify content as per the requirement)*

### 6. Brief Scope of the Work

#### 6.1 Details of the facilities to be covered:

All open and covered area within the boundary of the facility including roof and basement (if any) will be in the scope of housekeeping services to be provided by the contractor.

S. No	Sites	Total Built up area (sq. ft)	Internal Area	External Area	
				Open Area	Others
1					
2					
3					
4					
5					
6					
	<b>Total</b>				

**# Above mentioned carpet area may vary up to 20%. Client reserves the right to increase or decrease the no. of sites for housekeeping work.**

#### 6.2. Responsibilities of the Agency (Service Provider)

- 6.2.1 Preparation of Standard Operating Procedures (SOPs) including checklist with respect to the cleaning and sanitation service for each portion of the premises to be covered by it as per the scope and finalization of the same in consultation with the concerned authority.
- 6.2.2 Bring in *all tools, equipment and consumables as required to execute the **service*** smoothly and efficiently. This shall be covered under its service charges and no separate payment or reimbursement shall be made other than the contracted fee.
- 6.2.3 Maintaining records of the following:
- Record of employees including their bank account number, EPF Account Number etc.
  - Duty roster of employees.
  - Stock register of consumables, tools, and equipment, etc.
  - Record of frequency of cleaning in various rooms or units.
  - Complaint Book
  - Logs and Checklist.



- 6.2.4. Ensure compliance of following requirement with respect manpower engagement and discipline:
- (a) Hospitable and polite behavior with staff.
  - (b) Medical Examination of all deployed staff must be repeated every year.
  - (c) Disciplinary action against housekeeping staff in case of misconduct.
  - (d) Police verification of housekeeping staff is mandatory before engaging them.
  - (e) Both male and female staff should be posted wherever applicable
  - (f) Immediate replacement of on-leave staff.
  - (g) Rotation of staff in regular interval.
- 6.2.5. Depute personnel (both cleaner and supervisory staff) with adequate training and experience housekeeping. They should have knowledge in use of chemicals, detergents, tools, equipment safely and efficiently.
- 6.2.6. Employ adult labour only and they should be physically fit to carry out the assignment as described here. Employment of child labour will lead to automatic termination of the contract. The Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Agency shall be fully responsible for the conduct of his staff and all liabilities (civil and/or criminal) arising out of misconduct of staff in any manner whatsoever.
- 6.2.7. Ensure that once the housekeeping staff is allotted an area for cleaning then he or she will be under supervision of the designated official or representatives of the Client and in addition to the instructions issued by the Agency. The housing keeping staff as deputed by the Agency, must follow all instructions and orders given by the designated official or representatives.
- 6.2.8. Provide standard liveries to the housekeeping staff deployed by it in the project. The staff shall be in proper uniform of **color and design** as approved by the Authority. The Agency will have to provide a minimum of two sets of uniform per year including Identity Cards to all the workers & gum boots and hand gloves, safety goggles, masks (to whom required as per work allocation) of good quality and colour code as prescribed.
- 6.2.9. Indemnify the contracting entity (*i.e., < insert name of the Procuring Entity>*) against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, as notified by the government from time to time, shall be ensured all the time.
- 6.2.10. Replace the staff deployed by it within 24 hours of reporting of any misconduct or negligence by the authority. Secondly, be responsible for all actions, omissions and commissions of such staff employed by it including but not restricted to Tort, Criminal or Civil recourses available under law of the land.
- 6.2.11 Maintain adequate number of manpower required in the project to justify the service standard and as proposed by it in the technical bid and arrange a pool of stand-by

housekeeping staff in case of leave and absenteeism. The reliever of equal status shall be provided by the contractor from an existing pool of housekeeping staff.

- 6.2.12 Ensure that the person deployed are disciplined and prohibit them from consumption of alcoholic drinks, chewing of betel leaf (Paan), betel nut or any of its variants (Gutkha), smoking or indulging in time pass activities like loitering, while on duty. They should not also engage/ participate in Gambling (in any form) or in any immoral act. The Service Provider must ensure that the staff deployed is dressed in neat and clean uniform approved by the authority, authority will also monitor the entire work and staff behaviour.
- 6.2.13 **Reporting of Damage & Loss:** Housekeeping staff shall also inform any breakages/leakages/damage of any asset including building, equipment, furniture, and fixtures, etc., forthwith to the nodal officer.
- 6.2.14 The Agency, if shortlisted and contracted, is required to engage atleast same number of manpower that has been proposed in its Technical Bid. Short deployment of manpower shall amount to proportion deduction from the monthly payment towards service charges.
- 6.2.15 No extra payment shall be made, if the Agency deploys more manpower than as is mentioned in the Technical Bid to achieve desired level of housekeeping.

### **6.3. Services Covered**

#### **6.3.1 Services to be provided on daily basis.**

- (a) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the entire premises including rooms, corridors, lavatories, open space, garden area, parking area, etc.
- (b) Cleaning sweeping, mopping with disinfectant staircases, cabins, lobbies, reception, pantries, kitchen, canteen, corridors, office rooms, training rooms, lavatories, etc., at regular intervals on daily basis.
- (c) Vacuum cleaning of all carpets and upholstered furniture.
- (d) Cleaning, dusting electrical switch boards, light fixtures, exhaust fans, ceiling fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, window wire mesh, grills, curtains etc.
- (e) Cleaning of dust bins, wastepaper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e., at least 2 times a day.
- (f) The dust bins shall be washed, and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- (g) Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the premises.
- (h) Spraying room fresheners in all rooms on daily basis at regular intervals.
- (i) Assist in fumigation as per schedule.

- (j) Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors etc.
- (k) Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, common areas of residential buildings (if any), Pump House, AC Plants, Electrical Substation, Main gate, etc., as directed by the designated nodal officer of the premises/facility.

### **6.3.2 Services to be provided on weekly basis.**

“Deep cleaning” of the entire area will be done by the Agency once a week as under:

- (a) Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- (b) Thorough cleaning scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches, etc.
- (c) Cleaning of walls up to a height of 7 feet (all tiled areas) with disinfectants.
- (d) Cleaning of sanitary fitting, toilet drainpipes, etc., in the toilets with standard cleaning material.
- (e) Force flush cleaning of toilet and sewer lines at least weekly or as needed.
- (f) Cleaning of all windows glasses and grill with recommended cleaning agents.
- (g) Washing of outside area with High Pressure Jet Machine.
- (h) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

## **6.4. Supervision and Monitoring Mechanism**

### **6.4.1. Toilet Checklist**

This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervisor and counter sign daily by staff on duty.

### **6.4.2 Housekeeping Services Complaint Register.**

Complaint Register must be maintained by the Service Provider. The person in-charge form Service provider must document the actions taken against each complaint with details and place it before the designated officer for verification in regular interval.

## **6.5. Materials and other resources to be provided by the Agency.**

- 6.5.1. All the cleaning material, soap solutions, room fresheners, naphthalene balls, disinfectants, deodorants shall be provided by the Agency in sufficient quantity and of good quality to maintain high level of cleanliness and hygiene.
- 6.5.2. The Agency must provide all the manpower, equipment, tools and tackles, their accessories or refills pertaining to housekeeping services.
- 6.5.3. The Agency must provide supervisory and management staff also to get the maximum output from the housekeeping team provided.
- 6.5.4. Following equipment, tools, tackles, their accessories, consumables etc., to be provided by the Agency (Service Provider) in adequate quantity.

<b>TOOLS &amp; EQUIPMENT REQUIREMENT FOR HOUSEKEEPING</b>	
<b>Sl. No</b>	<b>Material</b>
1	Single Disc Machine
2	Dry Vacuum Cleaner
3	Dry And Wet Vacuum Cleaner
4	Telescopic Pole 4 Section 40 Ft
5	Ladder 6 Step
6	High Jet Pressure Machine
7	Small Bucket
8	Caution Signage Board
9	Winger Double Bucket Trolley
10	Double Bucket Trolley
11	Caddie
12	Jobby Set With Brush
13	Helmate
14	Safety Harness Belt Full
15	Safety Barricades
16	Glass Cleaning Kit

*<the Procuring Entity may custom the table as required>*

- 6.5.5. The above listed machines and items are to be maintained at site in sufficient number to maintain excellent level of cleanliness. The level of cleanliness will be monitored by the supervisor staff of the Agency. No extra payment shall be made to the Agency for providing machines and its maintenance. Any shortage in the above if observed at the site, the necessary penalty shall be imposed.
- 6.5.6. Uniforms of housekeeping staff, ID Cards, covered trolleys, dustpans, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear, etc., to be provided by the Agency as per requirement. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff), the Agency shall pay penalty of Rs. 100/- per day per person or at each instance. For repeated non-compliance, double the penalty i.e., Rs. 200/- shall be payable.

## **SECTION-IV**

**(Conditions of the Contract)**

# Conditions of the Contract

## 1. Responsibility of Client(Authority)

- 1.1 Provide electricity supply points in required location and allow use of the same to run the machineries free of cost.
- 1.2 Provide the space for setting up an office room within the premises from where the Agency shall set up the project office for operation and management of the project. The Agency on its own shall arrange all items needed for setting up of the office and rendering the service on day to basis.
- 1.3 Provide space for a storeroom to the Agency in the premise for safe storage. The storekeeper deployed by the Agency will store all their liveries, materials, equipment in the storeroom at its own risk and cost and maintain a record of the stores which shall be opened to inspection by the authorised official of the Client, as and when sought.

## 2. Contract Price (Service Charges):

- 2.1 The Client shall pay to the Agency the service charges on monthly basis at the contracted rate for rendering the services as per the agreed terms and conditions successfully. The contract price shall be as per the price quoted by the successful bidder and agreed by both the parties to the contract.
- 2.2 Although the bid prices have been asked as a monthly lump-sum, while raising the monthly bill, the Service Provider shall provide detailed break-up the monthly billing amount into different sub-heads as given below:
  - (a) Towards Staff Salary and Wages
  - (b) Towards Cost of Consumables, Machineries, Equipment, tools etc.
  - (c) Towards Overhead Expenses (Monitoring, Supervision, margin, etc.)
  - (d) GST, as applicable.
  - (e) Less: deductions (penalties and recoveries, etc.)
  - (f) Other, if any.

## 3. Payment Terms

- 3.1 The Agency must submit the Invoice for the month in the agrees format and manner in the immediately following month. Procuring Entity shall ensure release of the monthly payment within 15 days of submission of the Invoice.
- 3.2 The Agency shall submit following certificate along with the monthly Invoice to initiate the payment process.
  - (a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (date) along with employee wise bank statement along with employees' bank account number.

- (b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_. (Copy of employee wise e-receipt enclosed)
  - (c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_. (Copy of e-receipt along with employee wise details enclosed)
  - (d) We are complying with all statutory Labour Laws including Minimum Wage Act and all other statutory laws and benefits of Central Govt and Government of Assam. (self-certificate)
- 3.3. These shall be no advance payment of service charges; it shall be on monthly reimbursement basis.
- 3.4. The Agency shall be absolutely, completely, and exclusively responsible for the payment of salary, for the housekeeping staff employed under the contract on or before 5th of each succeeding month. If the Agency is not able to raise and submit bills to Procuring Entity in schedule time with all requisite documents and because of which no payment has been released by Procuring Entity, then the Agency shall be liable to make payment to the housekeeping staff on or before 7<sup>th</sup> of each month.
- 3.5. All payments to the service provider shall be subject to statutory deductions as per the applicable and other deductions or adjustments as per the terms of this contract.
- 3.6. Payment towards manpower cost shall be made in full provided the Agency deputed agreed number of manpower as proposed by it in the Technical Bid. Proportionate deductions shall be made in case of absenteeism or non-deployment.
- 3.7. The Agency will have to make payment through e-transfer after opening of individual bank account for the workers deployed at Client place. Further, the proof of ESI/EPF deposit to the concerned authorities should also be submitted to designated Nodal Officer of the Client and only after receipt/verification, payment of the same shall be made by the authority.

#### **4. Insurance:**

Service Provider shall be responsible for obtaining and maintaining insurance of all its staff and equipment installed by it at the site at its own cost in compliance with applicable laws during the currency of the contract against any loss, theft, fire, damage, due to any reason, during transportation, storage, delivery, installation and operation.

#### **5. Variations**

The Contracting Entity may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates on proportionate basis.

#### **6. Liquidated Damages and Penalty**

- 6.1 If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at

maximum penalty (i.e., 5%), Contracting entity (i.e., Procuring Entity) may terminate the contract with forfeiture of PBG.

- 6.2. Wherever, it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by the designated officials of the Client, if no action is taken within ONE-hour, liquidated damages @ **Rs.200/-** per complaint shall be imposed. The decision of nodal officer of Client shall be final, in this regard.
- 6.3. For absence of manpower, a penalty @ **Rs. 500/-** per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).
- 6.5. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), a penalty of **Rs. 100/-** per day or at each instance. For repeated non-compliance, double the penalty i.e., **Rs. 200/-** shall be payable.
- 6.6. Indecent or mischievous behavior by the housekeeping staff to employee(s) visitors will attract a penalty of Rs. 500/- on each such occasion incidence.

## **7. Deployed Manpower**

- 7.1. The housekeeping and other staff deployed by the Agency for the service under the contract shall not claim any benefit, compensation, absorption, or regularization of their services in the Government establishment either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The Agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Agency (Service Provider) and submit the same to the Contracting Entity. In the event of any dispute(s) on the status of the deployed persons, the Client shall not be a necessary party.
- 7.2. The housekeeping and other staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the Client has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.



**SECTION- V**  
**(Forms & Formats)**

**LETTER OF BID**

*[on the letter head of the Bidder]*

[location, date]

To

*<Insert name of the Tender Inviting Authority>*

Tender Ref No. \_\_\_\_\_

Name of the Service \_\_\_\_\_

Sir,

1. Having read, carefully examined, and understood the bidding document dated [●] issued by Procuring Entity (“Client”) 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 for following locations:
  - (a) .....
  - (b) .....
  - (c) .....and so on.
2. We have submitted EMD of Rs.....against above mentioned quoted locations.
3. 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 always act in good faith and abide by all the terms and conditions of the tender during the bidding process.
4. 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.
5. We agree to the conditions of the tender under which the Bid Security (or EMD) and Performance Security can be forfeited by Procuring Entity as per the terms and conditions.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.

7. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.
8. Procuring Entity has the right to accept or reject any or all the bids without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We understand and agree that Procuring Entity reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
11. We represent and warrant to Client 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 bidding document;
  - (c) we commit to follow 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 Client'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 Procuring Entity 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.
12. We undertake that we will intimate Client of any material change in facts, circumstances, status, or documentation relating to us during the Bid Validity Period.
13. 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 Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
14. 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.

15. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
16. If our Bid is accepted, we undertake to perform the services in accordance with the terms and conditions in the bidding document.
17. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form as per the tender terms for due performance of the contract.
18. We agree to keep our Bid valid for acceptance as required in the bidding 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.
19. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred tender.
20. We confirm that we fully agree to the terms and conditions as specified under the Bidding Document, including amendment/ corrigendum if any.
21. We have provided details, in accordance with the instructions and in the form required under the Bidding Document.

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

**Name of the Authorised Signatory:**  
**Designation:**  
**Contact Details: Mobile: ..... Email:**

**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.

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 Bid Inviting Authority (i.e., insert name of the Authority).

We hereby declare that there is no vigilance or CBI case pending/contemplated against us (including trustee, director, partner, or key officials, etc.) at the moment.

I/We have not been black-listed or debarred by the Procuring Entity or by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies, which is in effect for the time being.

I/we agree to the Procuring Entity 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 Client during the currency of the contract; or in case of non-performance of the contractual obligations.

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:

Name & Signature  
Authorised Signatory

Place:

Name of the bidder:

Address:

### DOCUMENTS CONFORMING TO ELIGIBILITY

S. No	Eligibility Criteria	Documentation Required
1	The Bidder must be a single entity registered under applicable rules(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	The Bidder must have achieved minimum average annual turnover of Rs. ....crores during last three financial years (i.e.,2020-21, 2021-22 and 2022-23).	(a) Self-attested copy of the Audited Statement of Accounts (b) Self-attested copy of the Acknowledgement of Income Tax Return with Computation. (c) Turnover Certificate by CA (original)
3	The bidders should have a positive net worth as on 31st March 2023	(a) Self-attested copy of the Audited Statement of Accounts (b) Turnover Certificate by CA (original)
4	The Bidder should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, Contract Labour (Regulation and Abolition) Act, 1970, etc.	Self-attested copy of (a) GST Registration Certificate (b) EPF Registration Certificate. (c) PAN card (d) Registration certificate under Contract Labour (R & A) Act 1970
5	The Bidder should have atleast three years of experience in similar activity.	Performance Statement as per <b>Annexure-5</b> Self-attested copies of Work Orders
6	The bidder should not have been debarred or blacklisted by any government (State/Central) agencies/bodies, PSUs, or Urban Local Bodies for participating any tendering process and which is in force as on the date of submission of Bid.	Declaration as per <b>Annexure-2</b>

**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 2020-21, 2021-22 and 2022-23. 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 Lakhs)*

Financial Information	Financial Year			Average
	2022-23	2021-22	2020-21	
	Audited*	Audited	Audited	
Total Annual Turnover				
Annual Turnover form Similar Business <sup>1</sup>				
Net Profit Before Tax				
Net Profit After Tax				
Net worth (CA-CL) <sup>2</sup>				

Date :

Place:

Signature of Auditor / Chartered Accountant

(Name in Capital Letters)

Firm Registration No.....

**UDIN No.....**

Seal :

---

<sup>1</sup> Similar Business shall include housekeeping and facility management services.

<sup>2</sup> Net Worth = (Current Assets-Current Liabilities)

## PERFORMANCE STATEMENT

(Last three years)

Name of the Bidder:

Sr. No.	Name and address of Client;	Date of the Contract	Value of Contract (Rs.)	Duration of the contract (From to To)	Details of the Contact Person of the Client

Signature by Authorised Signatory

Name and designation of signatory with seal

Date:

Place:

Note:

1. Copy of the work order and Client's Satisfaction Certificate must be enclosed for each assignment.



**DETAILS OF EMD SUBMITTED**

<b>Details of the EMD instrument (BG/DD/FDR)</b>	<b>Validity Period</b>	<b>EMD Amount</b>
No..... Issuing Bank..... Date of issue.....		

**Signature of the Bidder/Authorised Representative**

Date:.....

Place:.....

## BANK GUARANTEE FORMAT FOR BID SECURITY

### Bank Guarantee (Bid Security)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** *[Insert its name and address of Authority/Entity in whose favour the Guarantee shall be Issued]*

**Tender Ref. No.:** *[To insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that\_\_*[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for providing of <broad description of the services> under Tender Ref. No .....("Bidding Document").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a Bid Security.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s) of the Guarantor]*

**Note:**

*(i) All italicized text is for use in preparing this form and shall be deleted from the final product.*

**FINANCIAL BID FORMAT***(To be submitted in hardcopy)**(Amount in Rupees)*

S.N.	Location/Premises	Manpower Cost		Other Cost			Total Cost			
		Total Manpower to be Provided on the site*	Manpower Cost per Month	Charges towards Machines/Equipment/Tools per month	Charges towards Consumables and other Cleaning Materials per month	Other towards Overheads, Admin and Margin, etc., per month	Total Monthly Service Charges excluding GST.	GST on Monthly Service Charges		Monthly Service Charges (Quoted) Including GST
			1	2	3	4	5	%	Amt	
						<b>Total</b>	0		0	0

**Signature of the Bidder/ Authorised Signatory****Seal****Date:****Place:**

**BIDDER'S PROFILE**

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	<b>Name &amp; Address of the Bidder:</b>	Name: Address:
<b>2</b>	<b>Constitution of the Bidder</b>	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:
<b>3</b>	<b>Year of Establishment:</b>	Date of Incorporation/Registration:  (as per the incorporation document)
<b>4</b>	<b>Details of Income Tax, GST, PF and ESI Registration</b>	PAN: GST Registration Number: PF Registration Number:
<b>5</b>	<b>Details of the Contract Person:</b>	Name: Designation: Email: Mobile:
<b>6</b>	<b>Employee Details:</b> (Employees for atleast three months with the Bidder as on the due date of bid submission)	Number of Cleaning/Housekeeping Staff: <ul style="list-style-type: none"> <li>• Skilled:</li> <li>• Semi-Skilled:</li> <li>• Unskilled:</li> <li>•</li> </ul> Number of Administrative Staff: <ul style="list-style-type: none"> <li>• Professionals:</li> <li>• Others:</li> </ul>
<b>7</b>	<b>The Accreditations, Awards and Achievements of the Bidder.</b>	Awards: Certificates: Other Credentials:

**Signature of the Bidder/Authorised Signatory**

Date:  
Place:

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID**

*(To be typed on a nonjudicial 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 of .....as 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 goods] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client 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.*

**SECTION-VI**  
*(Contract Forms & Formats)*

## BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

### Bank Guarantee

*[The bank, as requested by the Applicant, shall fill in this form in accordance with the instructions indicated]*

**Beneficiary:** *[insert name and Address of winning Bidder]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that the bid submitted by *[insert name of Service Provider]* (hereinafter called "the Applicant") in response to the Tender *[insert reference no & date]* has been accepted by *[Insert name of the Procuring Entity]* (hereinafter called "the Beneficiary") vide *[insert letter No. & Date]* and the Applicant has to enter in to a contract with the Beneficiary, for providing *[insert name of contract and brief description of the Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] [insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s) of the Guarantor]*

**Note:**

- a) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*



## DRAFT CONTRACT FORMAT

*(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)*

This agreement made the .....day of..... 2020 between Procuring Entity, Guwahati (hereinafter “the Contracting Entity”) of the one part and (name of Agency) of (address, city, and country of supplier) (hereinafter “the Agency”) of the other part.

WHEREAS the Contracting Entity has issued Tender (Ref No.....) inviting Bids from eligible parties interested in providing housekeeping service <insert locations>for a period of 36 months. In response to NIB the Agency had submitted both Technical and Financial Bid. The Agency was evaluated by the Contracting Entity as most preferred bidder based on the bid submitted by it. Hence the Contracting Entity awarded the contract to the Agency and the Agency agreed to provide the service as per the agreed terms and conditions.

WHEREAS the Contracting Entity agrees to pay a monthly service charges (lump sum) of Rs ..... (Rupees.....) exclusive of GST for the services to be rendered by the Agency. The service charges are subject to an **annual price escalation of 6%** as per the tender terms. The service charges herein after called as the “Contract Price”.

AND WHEREAS the Agency has deposited a sum of Rs ...../- (Rupees .....), in the form of Bank Guarantee, issued form ..... having branch at Guwahati, before signing of this agreement as performance security deposit.

### Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Letter of Award (LoA) as issued by the Client (i.e. <Insert Procuring Entity> )
  - b) The bid (Technical & Financial Bid) submitted by the Agency in response to the NIB
  - c) The Special Conditions of the Contract
  - d) The Bidding document including the amendments, corrigendum or clarifications issued by Procuring Entity.
  - e) Corrigendum, if issued, after the issue of Bid Document.
  - f) Any other documents or written communication having relevance to this agreement.
3. In consideration of the payments to be made by the Contracting Entity to the Agency as hereinafter mentioned, the Agency hereby covenant with the Contracting Entity to provide, the services in conformity in all respects with the provisions of the Contract.

4. The Contracting Entity hereby covenants to pay the Agency in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Agency are as under.

Sl. No	Brief Description of Services & Location	Contract Duration	Service Charges per Month	GST in %	Total value inclusive of GST
1	Housekeeping Services at <Insert name of the premises and location>				
2	Housekeeping Services at <Insert name of the premises and location>				
3	Housekeeping Services at <Insert name of the premises and location>				

**Note:**

- (a) The monthly Service Charges as mentioned above are inclusive of all costs including manpower, chemicals & consumables, machinery & equipment, supervision, administration and other overhead expenses.
- (b) GST shall be payable to the Agency as per the applicable rate.
- (c) The Agency shall ensure that the remuneration or labour charges as paid by it to the personnel engaged to render the service are conforming to Minimum Wages Act and other Labour laws applicable from time to time.
- (d) If the notified labour rates are revised at any point of time, then the Agency shall also revise the payment to its housekeeping staff accordingly. The contract amount will not be revised due to any revision in labour rates or change in prices of consumables, machineries etc. If any time during the currency of the contract, it is found that the Agency is paying less than the statutory labour rates to the housekeeping staff, the contract shall be terminated and/or appropriate action shall be initiated against the Agency.

**5. Effectiveness and Duration of Contract:**

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 36 (Thirty-six) months from the date of signing of the contract. The contract can be extended for another 6 months on the same terms and conditions, subject to mutual understanding between both the parties.

**6. Commencement of Services:**

The Service Provider should commence the Services within **30 days** of signing of contract or any other date mutually agreed by both the parties at the time of signing of agreement.

## 7. **Scope of the Work:**

- (a) Detailed Scope of the Work is enclosed under **Section- III** of this Bidding document.
- (b) Details of Equipment to be used, liveries and consumables to be used at housekeeping job are given at Annexure -A. No. of manpower shall be as per quoted and agreed by the selected bidder. If it is found that to maintain the cleanliness, more manpower is required, the same shall be provided without any extra cost to the Contracting Authority.
- (c) The Service Provider shall provide the consumables indicated at Annexure -A and any other consumables/machinery deemed necessary without any extra cost. The contractor shall provide resources, to meet the contractual obligations. Storage area for consumable and related things to housekeeping shall be provided by the authority within the premises to the housekeeping agency. This store should be under the charge of agency's supervisor, the daily stock recordkeeping of consumable should have maintained by agency's supervisor, the record will have checked by nodal officer of premises at any day of every week. It will be mandatory to maintain one-month advance stock of consumable items used in the housekeeping.
- (d) The Service Provider is required to provide minimum Number of machineries, ib the site, as indicated at **Annexure-A**. Electricity required to run the machineries shall be provided by the Client.
- (e) Bidder should provide details of Machineries, consumables and other requirements in approach and methodology.

## 7. **Variations or amendments to the contract**

The Contracting Entity may seek variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out as per the existing contract rates on a proportionate manner.

## 8. **Contract Price (Service Charges)**

8.1 The Client shall pay to the Service Provider the service charges on monthly basis at the contracted rate for rendering the services as per the agreed terms and conditions successfully. The contract price shall be as per the price quoted by the successful bidder and agreed by both the parties to the contract.

8.2 Although the bid prices have been asked as a monthly lump-sum, while raising the monthly bill, the Service Provider shall provide detailed break-up the monthly billing amount into different sub-heads as given below

- (a) Towards Staff Salary & Wages
- (b) Towards Cost of Consumables, Machineries, Equipment, tools etc.
- (c) Towards Overhead Expenses (Monitoring, Supervision, margin, etc.)
- (d) GST, as applicable.
- (e) Less deductions (penalties and recoveries, etc.)
- (f) Others, If any.

## 9. **Payment Terms**

- 9.1. The Agency has to submit the Invoice for the month in the agrees format and manner in the immediately following month. Procuring Entity shall ensure release of the monthly payment within 15 days of submission of the Invoice.
- 9.2. The Agency shall submit following certificate along with the monthly Invoice to initiate the payment process.
- (a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (date) along with employee wise bank statement along with employees' bank account number.
  - (b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_. (Copy of employee wise e-receipt enclosed)
  - (c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_. (Copy of e-receipt along with employee wise details enclosed)
  - (d) We are complying with all statutory Labour Laws including Minimum Wage Act and all other statutory laws and benefits of Central Govt and Government of Assam. (self-certificate)
- 9.3. These shall be no advance payment of service charges; it shall be on monthly reimbursement basis.
- 9.4. The Agency shall be absolutely, completely, and exclusively responsible for the payment of salary, for the housekeeping staff employed for the service under the contract on or before 5th of each succeeding month. If the Agency is not able to raise and submit bills to Procuring Entity in schedule time with all requisite documents and because of which no payment has been released by Procuring Entity, then the Agency shall be liable to make payment to the housekeeping staff on or before 7th of each month.
- 9.5. All payments to the service provider shall be subject to statutory deductions as per the applicable and other deductions or adjustments as per the terms of this contract.
- 9.6. Payment towards manpower cost shall be made in full provided the Agency deputed agreed number of manpower as proposed by it in the Technical Bid. Proportionate deductions shall be made in case of absenteeism or non-deployment.

## **10. Liquidated Damages and Penalty**

- 10.1. If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e., 5%), Contracting entity (i.e., Procuring Entity) may terminate the contract with forfeiture of PBG.
- 10.2. Wherever, it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by sister I/C of designated area and designated officials of the Client, if no action is taken within ONE hour, liquidated

damages @ Rs.200/- per complaint shall be imposed. The decision of nodal officer of that Client shall be final, in this regard.

- 10.3. For absence of manpower, a penalty @ Rs. 500/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).
- 10.4. If the garbage is not lifted as per above defined mode, penalty of Rs. 500/- on each failure occasion shall be imposed.
- 10.5. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), a penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.
- 10.6. Indecent or mischievous behavior by the housekeeping staff to employee(s) of facilities or visitors will attract a penalty of Rs. 500/- on each such occasion incidence.

## **11. Indemnity**

- 11.1. Without limiting any other remedy of Contracting Entity (i.e. Procuring Entity) in law or under the Agreement, the Service Provider shall at its own expense, defend, indemnify and hold harmless the Contracting Entity, its directors, officers, employees, agents and customers from and against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time any and all loss, cost, expense, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Contracting Entity, at actuals ("Loss") resulting from, or arising out of or in connection with Service Provider's failure to comply with Applicable Law, the terms of the Agreements, including but not limited to:
  - (a) non-compliance with the Client's environmental health and safety requirements;
  - (b) negligence or wilful misconduct of Service Provider its employees, contractors, suppliers or agents;
  - (c) defects in the workmanship, materials or design of the Services supplied, Services or work performed by Service Provider;
  - (d) failure by Service Provider to comply with Applicable Laws;
  - (e) breach of any representations and warranties given by the Service Provider under the Agreements;
  - (f) damages or claims arising out of non-compliance with security policies and procedures notified by the Client, whether in writing or otherwise.
  - (g) any other breach of the Agreements.
- 11.2. Without limiting the indemnity contained in this Clause, if any of the persons employed or engaged by Service Provider or the Client and / or Service Receiver suffers injury,

disablement (full or partial) and fatality or become ill while at Client and / or the Service Receiver's premises or on Site, on account of any action and/or inaction of Service Provider, and requires medical treatment and/or transportation, Service Provider agrees that it shall pay and indemnify the Client and / or the relevant Service Receiver for all costs and liability suffered or incurred by Client and / or the Service Receiver arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

## **12. Limitation of Liability**

12.1. The Service Provider shall not be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise, shall not exceed the total contract price as specified under the Service Order.

12.2. Provided that, the limitation of liability under Clause 11 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-contractors fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its subcontractors

## **13. Termination of the Contract**

13.1. Both to parties to this contract (i.e., The Agency & Procuring Entity) can go for a premature termination by serving three months' notice, in writing, with or without giving any reason of such termination, whatsoever. However, in case of such sue moto termination the performance security shall not be liable for forfeiture.

13.2. Procuring Entity reserves the right to terminate the contract either in part or full at its convenience. In case of partial termination of services, one-month notice shall be served and for full contract termination, above (a) will be applicable.

13.3. In case of non-performance or breach of contractual obligation by the Agency even after written communication by the Contracting Entity raising such issues of irregularities or contractual noncompliance, the Contracting Entity (i.e., Procuring Entity) reserve the right to terminate the contract (pre-mature) any time prior to its completion serving a 30 (thirty days) of notice of termination clearly citing the reason for such action. Prior to the serving of the letter for termination, the Contracting Entity shall communicate in writing the irregularities and allow a maximum period of 2 weeks' time to the Agency to rectify those irregularities, negligence noncompliance.

13.4. In case of pre-mature termination of the contract by the Contracting Entity due to non-performance or breach or nonfulfillment of contractual obligations, the Performance Security Deposit of the Agency shall be forfeited by the contracting entity forthwith besides annulment of the contract.

#### **14. Risk Clause:**

- 14.1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of SCI and (or) Procuring Entity. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Client and shall not knowingly lend to any person or company any of the effects or assets of the Client, under its control.
- 14.2. In the event of loss/damage of equipment etc. at the premises of the facility due to negligence/carelessness of the staff deputed by the Agency, if established after an enquiry, then the Agency shall compensate the loss to the Facility. The contractor or its representative/s shall meet the designated respective nodal officer or his/her representative(s) regularly to take feedback regarding the Housekeeping Services.
- (a) The contractor will also maintain a complaint/suggestion book, at every location where his/her staff is deployed, for comments on the housekeeping services.
  - (b) The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify by any act of the contractor or its employees or staff etc.
  - (c) The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
  - (d) Training on behavior aspects and ethics must be done regularly. Government way of working should be communicated to all housekeeping staff.
  - (e) License, if any, required for Housekeeping Services at the site will be made available by the contractor (service provider).

#### **15. Arbitration**

- 15.1. 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 2020).
- 15.2. 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.

#### **16. Governing Law**

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

#### **17. Force Majeure**

- 17.1. Definition of Force Majeure

**"Force Majeure Event"** shall mean any of the following events or circumstances or combination of the following events or circumstances:

- a) which are beyond the reasonable control of the affected Party,
- b) which the affected Party could not reasonably have anticipated or provided for before entering into the Agreement/ the Service Order;
- c) which, having arisen, the affected Party could not reasonably have avoided or overcome with the exercise of reasonable degree of skill and care, or
- d) which has not resulted from the negligence of the affected Party or the failure of such Party to perform its obligations under the Agreements and
- e) which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under the Agreement/ Service Orders, such as:
  - (i) Fire and other adverse weather conditions (including rain, hail, floods, lightning strikes, severe wind and electrical storms), where such adverse weather condition exceeds the average adversity caused by a similar adverse weather condition lasting for the same duration in the preceding 25 (twenty-five) consecutive years;
  - (ii) Typhoon, tornado, earthquake, landslide, subsidence, washout, pandemic or epidemic resulting in quarantine restrictions or other similar acts of God;
  - (iii) War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, national emergency, declaration of martial law or civil disturbance;
  - (iv) Nationwide strikes or lockouts or other industrial action, excluding such strikes, lock-outs and industrial action of Service Provider's personnel and personnel of its Sub-contractors; and
  - (v) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to Service Provider's use of such munitions, explosives, radiation or radioactivity.

For avoidance of doubt, the following shall not constitute Force Majeure events:

- (i) shortage or unavailability of labour, materials, equipment, plant and machinery, fuel or other consumables unless such shortage or unavailability is a direct result of a Force Majeure event; and
- (ii) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies;
- (iii) any force majeure event claimed by the subcontractors of Service Provider.

17.2. Upon the occurrence of a Force Majeure Event, the Service Provider shall promptly notify the Client, in writing, of such conditions and the cause thereof within 48 hours of occurrence of such event. Unless otherwise directed by the relevant Client/Service Receiver, Service Provider shall continue to perform its obligations under this Agreement as well as the relevant Service Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.

17.3. If the Service Provider is prevented from performing any of its obligations under the Agreements by Force Majeure Event of which notice has been given under Clause above, and suffers delay by reason of such Force Majeure Event, the Service Provider shall be





## Letter of Acceptance

*[on letterhead of the Procuring Entity]*

..... date.....

To: [insert name and address of the successful Bidder]

Subject: **Award of Contract**

This is to notify that your Bid dated [insert date of bid submitted by the bidder] for the execution of [insert brief description of Goods and related services] against Bid Invitation Ref. No. [Insert Tender Ref. No.] is hereby accepted by us for the Contract Amount of Rs. [insert amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within 28 days from issue of this letter. The format for Performance Bank Guarantee is given in “**Section-VI: Contract Forms & Formats**” of this Bidding Documents.

Authorized Signature: .....

Name and Designation of Signatory: .....

Name of Procuring Entity:.....