

**GOVT. OF ASSAM**  
**ASSAM STATE DISASTER MANAGEMENT AUTHORITY**  
**ASSAM SACHIVALAYA :: DISPUR :: GUWAHATI – 781 006.**

**NOTICE INVITING TENDER**  
**(FOR HOUSEKEEPING SERVICES)**

No.ASDMA.61/2011/52

Dated : 16-06-2012

Sealed tenders affixing non-refundable Court Fee Stamp of Rs.8.25 only are invited under Two Bid System (Technical Bid & Financial Bid) for and on behalf of the Assam State Disaster Management Authority (ASDMA) by the undersigned from prospective local Contractors / reputed Agencies for provisioning of House Keeping Services in the office premises of ASDMA located within the Secretariat Campus opposite the Secretariat Branch of State Bank of India (Ancillary Block – I).

**SCHEDULE TO INVITATION OF TENDER**

Tender No.	Tender No. ASDMA. 61/2011/52 dated 16-06-2012
Total no. of pages of the Tender Document	44 (forty-four ) pages
Duration of House Keeping Services	Two years from the date of agreement extendable for a further period of 6 (six) months as per clause 3 of Section - II
Date & Time of Issue of Tender Document	Tender Document may be collected from the Administrative Officer, ASDMA, from 18-06-2012 to 30-06-2012 (1000 Hrs. to 1300 Hrs.). <i>Tender Document has also been made available in ASDMA website –www.sdmassam.nic.in.</i>
Last date & time of submission of tender	Upto 15:00 Hrs. of 30-06-2012
Date of opening of Technical Bids	At 15:30 Hrs. of 30-06-2012
Date of opening of Financial Bids for technically qualified Bidders	To be notified later
Submission of EMD	Rs.5000.00 Rupees (five thousand) only in the form of Bank Guarantee (BG) as per prescribed proforma / a crossed Demand Draft from any of the Nationalised Bank drawn in favour of “Assam State Disaster Management Authority” payable at Guwahati.
Minimum validity of tender offer	180 days
Venue of submission & opening of tender	Office Chamber of the Administrative Officer, ASDMA, Assam Secretariat (Civil) :: Dispur :: Guwahati – 781 006

Sd/- Atul Chaturvedi  
Chief Executive Officer,  
Assam State Disaster Management Authority.

**GOVT. OF ASSAM**  
**ASSAM STATE DISASTER MANAGEMENT AUTHORITY (ASDMA)**  
**ASSAM SECRETARIAT (CIVIL) :: DISPUR :: GUWAHATI – 781 006.**

*website : [www.sdmassam.nic.in](http://www.sdmassam.nic.in).*  
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**TENDER DOCUMENT**  
**FOR**  
**HOUSEKEEPING SERVICES**

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**TENDER NO. ASDMA. 61/2011/52 dated 16-06-2012**

**Last Date & Time of Receipt of Tender : upto 1500 Hrs. on 30-06-2012**

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*Signature of Bidder*

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*Signature of Bidder*

**SECTION – I**  
**GOVT. OF ASSAM**  
**ASSAM STATE DISASTER MANAGEMENT AUTHORITY (ASDMA)**  
ASSAM SECRETARIAT (CIVIL) :: DISPUR :: GUWAHATI – 781 006.

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Minimum validity of tender offer	180 days
Venue of submission & opening of tender	Office Chamber of the Administrative Officer, ASDMA, Assam Secretariat (Civil) :: Dispur :: Guwahati – 781 006

*Signature of Bidder*

## **ELIGIBILITY CONDITIONS**

1. Attested copies of Experience Certificate of similar works in Govt. Organisations / Semi-Govt. Organizations / Corporations / Public Sector Undertakings etc. executed during 2009-2011.
2. Attested copies of the requisite licenses as required under the laws of the land for running the House Keeping Services from the specified address.
3. Attested copies of Service Tax / Trade Tax / Registration Certificate from the concerned Authorities.
4. Bidder, whose near relative(s) is / are employed under ASDMA is / are not eligible to participate in the tender.

Sealed Tender Document, complete in all respect, accompanied by all the relevant documents should be addressed to the Chief Executive Officer, Assam State Disaster Management Authority and dropped in the Tender Box in the chamber of the Administrative Officer, Assam State Disaster Management Authority, Assam Secretariat (Civil), Block – C (2<sup>nd</sup> Floor), Dispur, Guwahati – 781 006, before the time mentioned above.

If the tender opening date happens to be a holiday then the next working day will be the date of opening. However, venue and time of opening will remain unaltered.

Sd/- Atul Chaturvedi  
Chief Executive Officer,  
Assam State Disaster Management Authority.

*Signature of Bidder*

**SECTION – II**  
**JOB SPECIFICATIONS AND SCOPE OF WORK**

It is presumed that the Bidder has sufficient understanding of the required works and understands the importance of sanitation and hygiene in an office. Though the items of work involved under this contract are detailed out as below, there may be some exigencies / circumstances, where the Contractor has to perform the activities to ensure proper cleanliness in the complex, which may not find express mention herein. As the workers of the Contractor will have accessibility to the general records of the office, it will be incumbent on the part of the Contractor and the employees under him to observe utmost discipline and due care in handling the records so as to avoid damage, theft and leakage of information. Any lapse on this account shall be treated as violation of the contract and consequently invite / invoke punitive clause of the Tender Document. Further, the Contractor shall be responsible for making good the damages, if done.

**1 AREA COVERAGE FOR HOUSEKEEPING SERVICES (QUANTUM OF WORK)**

LOCATION	APPROX. COVERED AREA	APPROX. UNCOVERED AREA	TOTAL AREA
Office premises of ASDMA located within the Assam Secretariat (Civil) Campus opposite the Secretariat Branch of State Bank of India (Ancillary Block-I), Dispur, Guwahati-781 006	6877 sq. ft.	1400 sq. ft.	8277 sq. ft.

**2 BROAD DETAILS OF SCOPE OF WORK**

The House Keeping Services cover the entire cleaning and upkeep of office premises. The scope of work in detail includes :-

- (i) Daily cleaning, sweeping and mopping of covered and uncovered area in entire area of the office premises of ASDMA.
- (ii) Cleaning, sweeping and mopping of floors of all the office chambers / conference room / equipment room / lobby / corridors / staircases etc. to be done on daily basis on all working days or as required by the Administrative Officer. Cleaning activity shall start at 7.00 A.M. so as to complete all the dusting / cleaning / mopping work before 9.00 A.M.
- (iii) Thorough cleaning of all toilets using required detergent and by putting naphthalene balls and air purifier in all urinals / wash basins and WC area upto the end of office hours.
- (iv) Daily cleaning and dusting of entire furniture / partitions / cabin walls / railings / name plates / doors / windows / ventilators / venetian blinds / racks / computers / telephones / curtains / attachment & fixtures like fans, tube lights, fire extinguishers etc. with dry / wet cloth, feather brush and duster.

*Signature of Bidder*

- (v) Daily removing of wastage / garbage etc. and dumping it at the place earmarked by the local authority for the purpose from all the rooms / lobbies / corridors / staircases / toilets / driveways / drains / roof etc.
- (vi) Daily cleaning and refilling of drinking water in water filters.
- (vii) Removal of cob-webs / bee-hives from the office building and its premises.
- (viii) Taking proper care to avoid blocking of the sewerage system.
- (ix) Maintenance of lawns and surroundings / cutting of hedges / cutting and shaping of plants.
- (x) Cleaning of Water Tank in the first week of every month.
- (xi) The Contractor shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver Fish, crawling Insects and Rats etc. The insecticides and pesticides sprayed should be of ISI mark and in case the pest control is ineffective, the Contractor shall have to carry out operation more than once in a month.
- (xii) The Contractor shall employ adult and skilled labourers only. Employment of child labourers will lead to the termination of the contract. The Contractor shall also be responsible for payment by following the Minimum Wages Act, as applicable, and also of obeying all existent Labour Laws.
- (xiii) The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor must also ensure that they are of decent character, sound health and possess general abilities to carry out the required works and are also able to read instructions written in Assamese / English.
- (xiv) The Contractor shall provide Identity Cards and Uniforms to the workers.
- (xv) ASDMA reserves the right to bar any worker, employed by the Contractor, for carrying out the works, if there happens to be any doubt about his / her integrity, conduct and character. The decision of ASDMA in this regard shall be final and binding on the Contractor.
- (xvi) **SUPERVISION OF WORK** : The Contractor shall ensure proper supervision of the work on daily basis. The contact number of the person deputed for supervision shall be intimated to the Administrative Officer, ASDMA. Proper registers / records for the jobs carried out on daily / weekly / fortnightly and monthly basis shall be maintained by the Supervisor, which will be signed by the Administrative Officer, ASDMA, at regular intervals and finally at the end of each month.
- (xvii) The Contractor must possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by ASDMA.

*Signature of Bidder*

### **3. JOBS TO BE CARRIED OUT**

#### **A. ON DAILY BASIS**

- (i) Cleaning of general toilets at least three times daily (at 8.30 A.M., 12.00 Noon & 3.30 P.M.) with phenyl and detergent etc. and maintain the toilet floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets are to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.
- (ii) Cleaning of attached toilets with phenyl, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier, toilet rolls/paper rolls and liquid soap are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place / container.
- (iii) Cleaning of corridors staircases and common area with phenyl in the morning and with plain water continuously.
- (iv) Cleaning of office working areas, removing dust from floors, windows, doors, furniture, fixtures, telephones, cup-boards, air conditioners, filing almirahs, cabinets, glass-panes, computers etc. with dry / wet duster and or with suitable cleaning agent. Mopping of floors with phenyl.
- (v) Collection of waste paper from rooms, waste paper baskets, lobbies and putting in bags at the specified location.
- (vi) Cleaning of carpets by soft brush.
- (vii) To clean glass-panes on doors, windows & partitions with soap / cleaning agent.
- (viii) Cleaning of chokage in sewer and pumping lines within the premises, as and when required.
- (ix) Cleaning gulley trap and man-holes within the office premises.
- (x) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- (xi) Cleaning / removal of any type of stains of ink etc. from the building premises and staircases.
- (xii) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
- (xiii) Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Make.
- (xiv) Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito / cockroach killers shall be of ISI mark. Special scented purifiers shall be sprayed at least twice daily in all rooms, cabins, bathrooms, reception & conference halls, lobbies, etc.
- (xv) Maintenance of lawns & surroundings, cutting of hedges and cutting / shaping of plants.

*Signature of Bidder*



**B. ON WEEKLY BASIS**

- (i) Acid cleaning of sanitary-ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets / rooms, corridors with soap, detergents, kerosene / petrol or any other chemicals, automatic mopper / scrubbing machine to be used at least once in a week.
- (ii) Cleaning of fabric upholstered sofa-sets with vacuum cleaners and leatherite upholstered sofa-set and chairs with soap solution / cleaning agent of approved quality.
- (iii) Cleaning of brass letters by Brasso (polish).

**C. ON FORTNIGHTLY BASIS**

- (i) Polishing of brass items with approved brass cleaning material.
- (ii) Dusting of false ceiling etc. with soft broom and cloth.
- (iii) Cleaning of sofa-sets with soap-water / vacuum cleaners.
- (iv) Washing and cleaning of driveways, parking areas and roads within the office premises.
- (v) Lobbies and all toilet floors and other areas, as may be directed by the Administrative Officer, ASDMA, shall be cleaned with floor scrubbing machine.

**D. ON MONTHLY BASIS**

- (i) All common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water, the floors shall be properly wax polished.
- (ii) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of the Administrative Officer, ASDMA.
- (iii) Roof top to be cleaned with broom and all garbage to be removed.
- (iv) Cleaning of Water Tank in the first week of every month.

**4. PROVIDING OF WORK FORCE**

The Contractor has to provide work force in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Administrative Officer, ASDMA. Tentative requirement of work force to be deployed is given hereunder :-

SL. NO.	TYPE OF PERSONNEL TO BE DEPLOYED	NO.
1	Supervisor	1
2	House Keepers	7
3	Gardener (Mali)	1

The Bidder shall, however, survey the area and make assessment of the manpower requirement on their own.

*Signature of Bidder*

**5. SUPPLY OF MATERIAL AND CONSUMABLES**

All materials / consumables and other related items as listed in Appendix-I are to be provided by the Contractor and the same should bear ISI mark or in conformity with the specification / make keeping in view good quality / standard after discussion and finalisation with the Administrative Officer, ASDMA. The Contractor shall assess the quantity of consumables to be used and supply them in advance and store them at the allotted space on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorised by ASDMA.

**6. WASTE DISPOSAL MANAGEMENT**

The Contractor will ensure collection, mechanised screening / segregation of dry and wet garbage in the earmarked area. The Contractor will also ensure segregation of bio-degradable and non-bio-degradable garbage. Finally, the Bidder will arrange for disposal of garbage at such a place as may be permissible by GMC.

**7. PERIOD OF CONTRACT**

The contract is initially for a period of two years and is extendable for a further period of 6 (six) months on the same rates, terms and conditions at the sole discretion of ASDMA.

**8. PENALTY**

If the quality of House Keeping Services is found to be not satisfactory or the same is not provided for any reason, a penalty of Rs.200.00 per day subject to a maximum of 10% of the bill submitted shall be imposed by ASDMA. The decision of ASDMA in this regard shall be final and binding on the Contractor.

*Signature of Bidder*

**SECTION – III  
BIDDER’S PROFILE**

Affix signed passport  
size photograph

Name & Postal Address of the Bidder	
Registered Address of the Bidder	(i) Proprietorship concern (ii) Partnership Firm (iii) HUF (iv) Limited Company
Status of the Bidder	
Name of the person / authorised signatory for submitting the tender / other documents and empowered for making correspondence with ASDMA	
Particulars of Bid Security	D.D. No. : ..... Amount : ..... Name of the Bank : ..... Branch : .....
Particulars of Service Tax registration	
Telephone Nos. (with STD code) of Authorised Signatory	Office : ..... Residence : ..... Mobile : ..... Fax No.: ..... E-mail : .....
Name(s) of Proprietor / all Partners / all Directors	

*Signature of Bidder*

## **SECTION – IV INSTRUCTIONS TO BIDDERS**

### **1. ELIGIBILITY CONDITIONS**

- (i) Attested copies of Experience Certificate of similar works in Govt. Organizations /Semi-Govt. Organisations/ Corporations / Public Sector Undertakings etc. executed during 2009-2011.
- (ii) Attested copies of the requisite licenses as required under the laws of the land for running the House Keeping Services from the specified address.
- (iii) Attested copies of the Service Tax / Trade Tax / Registration Certificate from the concerned Authorities.
- (iv) Bidder, whose near relative(s) is / are employed under ASDMA is / are not eligible to participate in the tender.

### **2. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the bid. ASDMA in no case shall be responsible for these costs regardless of the conduct and outcome of the bidding process.

### **3. BID DOCUMENT**

3.1 Bid Document includes the following : -

- (i) Notice Inviting Tender (NIT)
- (ii) Job Specifications and Scope of Work
- (iii) Instruction to Bidders
- (iv) General (Commercial) conditions of the contract
- (v) Special conditions of the contract, if any
- (vi) Bid Form
- (vii) EMD Form
- (viii) Performance Security Bond Form
- (ix) Letter of Authorisation to attend bid opening
- (x) Documents in support of eligibility conditions as mentioned in NIT in Section – I
- (xi) Certificate / Undertaking of non-participation of near / close relative of ASDMA employees
- (xii) Schedule of requirement and rates for House Keeping Services
- (xiii) Draft Agreement

*Signature of Bidder*

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all the information required as per the Bid Document or submission of the Bid not substantially responsive will be at the Bidder's risk and may result in rejection of the Bid.

3.3 A prospective Bidder requiring any clarification on the Bid document shall notify ASDMA in writing and may contact the Administrative Officer, ASDMA, for necessary clarification during office hours. ASDMA shall respond in writing to any request for any clarification of the Bid Document, which is received not later than 3 days prior to the date of opening of Tender.

3.4 Any clarification issued by ASDMA in response to a query raised by any prospective Bidder shall form an integral part of the Bid Document and it may amount to an amendment of relevant clauses of the Bid Document.

#### **4 AMENDMENT TO BID DOCUMENT**

- (i) At any time prior to the date of submission of Bid, ASDMA may, for any reason whether at its own initiative or in response to a clarification required by a prospective Bidder, modify the Bid Document by amendments.
- (ii) The amendments shall be notified in writing to all prospective Bidders on the address given at the time of purchase of the Bid Document and these amendments shall be binding on them. It would also be notified on ASDMA's website.

#### **5 DOCUMENTS COMPRISING THE BID**

The Bid prepared by the Bidder shall comprise the following components : -

- (i) Documentary evidence established in accordance with **clause 1 of this section** that the Bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (ii) EMD furnished is in accordance with **clause 8 of this section**.
- (iii) Bid Form and price schedule is completed in accordance with **clause 6 of this section**.
- (iv) Partnership Deed or Proprietorship Deed or Articles / Memorandum of Association as the case may be.
- (v) The Bidder shall furnish attested copies of his past experiences with PSUs / Govt. Agencies.
- (vi) Certificate of non-participation of any close relative as per **Form IV**.
- (vii) A clause by clause compliance as per **clause 9.3 of this section**.

*Signature of Bidder*

## **6 BID FORM**

The Bidder shall complete the Bid Form as per Form – I and the appropriate Financial Bid (Price Schedule) at Section VII as per details furnished in Section II in the Bid Document covering the services to be rendered.

## **7 FINANCIAL BID (PRICE BID)**

- (i) The Contractor shall quote price (rate) for all types of works / services given in Section II.
- (ii) A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- (iii) Discount or extra charge, if any, mentioned by a Bidder shall not be considered unless these are specifically indicated in the Price Schedule.
- (iv) Prices charged by the Contractor for services rendered under the contract shall not be higher than the prices quoted by the Contractor in his bid.
- (v) No revision of price will be permissible on account of revision of necessary items / any inputs prices or cost of labour etc. No escalation during the period of contract would be allowed on any account.

## **8 EARNEST MONEY DEPOSIT (EMD)**

- 8.1 Pursuant to **clause 5 (ii)**, the Bidder shall furnish, as part of his bid, a Bid Security in favour of “Assam State Disaster Management Authority” payable at Guwahati, in the form of D.D. or Bank Guarantee for an amount of Rs.5000.00 Rupees (five thousand) only issued by any of the Nationalised Bank and should be valid for a period of 180 days from the date of opening of tender. Such EMD shall not carry any interest.
- 8.2 The Bid Security is required to protect ASDMA against the risk of Bidder’s conduct, which would warrant the forfeiture of the security pursuant to **clause 8.6 of this section**.
- 8.3 A bid not secured in accordance with **clause 8.1 of this section** shall be rejected by ASDMA as non-responsive at the bid opening stage and returned to the Bidder without opening the Financial Bid.
- 8.4 The Bid Security of the unsuccessful Bidders will be discharged / returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by ASDMA.

*Signature of Bidder*

- 8.5 The successful Bidder's Bid Security will be discharged upon the Bidder's acceptance of the Letter of Intent satisfactorily in accordance with **clause 18 of this section** as award of contract and furnishing of the Performance Security and signing of the Agreement.
- 8.6 The Bid Security may be forfeited :-
- (i) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid Form, or
  - (ii) In the case of successful Bidder, if the Bidder :
    - (a) Fails to sign the contract in accordance with **clause 20 of this section**, or
    - (b) Fails to furnish Performance Security in accordance with **clause 2 of Section V**, or
    - (c) Fails or refuses to honour his own quoted price for House Keeping Services or part thereof.
    - (d) EMD of the successful Bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Security.
  - (iii) In case of failure as noted under clause 8.6 (a) & (b), the Bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of Intent. The Bidder will not approach any court against the decision of ASDMA in this regard.

## **9 FORMAT AND SIGNING OF BID**

- 9.1 The bid shall be typed or printed and all the pages numbered consecutively and also to be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The Letter of Authorisation shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.
- 9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.
- 9.3 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in **Sections I, II, III, IV, V & VI** of the tender document. In case of deviation, a statement of deviation shall be given separately.

*Signature of Bidder*

## **10 SUBMISSION OF BIDS (SEALINGS AND MARKINGS OF BIDS)**

- (i) The Bids shall be submitted in sealed envelopes addressed to the Purchaser at the following address : -  
The Chief Executive Officer, Assam State Disaster Management Authority,  
Assam Secretariat (Civil), Dispur, Guwahati- 781 006.
- (ii) The envelopes shall bear the tender number and the words “**DO NOT OPEN BEFORE THE DUE DATE AND TIME**”.
- (iii) The inner and outer envelope shall indicate the complete name and address of The Bidder to enable the bid to be returned unopened in case it is declared “late” or rejected.
- (iv) Bids be dropped in the Tender Box kept in the office chamber of the Administrative Officer, ASDMA, Assam Secretariat (Civil), Dispur, Guwahati -781 006 **before 1500 hrs. of the due date**. The Purchaser shall not be responsible for any delay whatsoever.
- (v) **Venue of the Tender Opening** : Tender will be opened in the office chamber of the Administrative Officer, ASDMA, Assam Secretariat (Civil), Dispur, Guwahati - 781 006 **at 1530 hours on the due date**. If the tender opening date happens to be a holiday, then the next working day will be the date of opening, venue and time of opening will remain unaltered.

## **11 SUBMISSION OF BIDS**

- 11.1 The bids must be received by the Purchaser at the address specified under clause 10 (i) not later than 1500 hours on the due date.
- 11.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Document in accordance with clause 4 of this section in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 11.3 Not more than one independent and complete offer shall be permitted from the Bidder.
- 11.4 Conditional or incomplete tenders shall not be considered.
- 11.5 A bid valid for a shorter period shall be rejected by ASDMA as non-responsive.

*Signature of Bidder*



11.6 The Contractor shall submit the bids in one sealed envelope containing two separate envelopes marked as follows :-

**Part-A Technical Bid (containing Bid document + EMD + all forms & experience certificates etc.)**

**Part-B Financial Bid (Price Schedule as per Section VII)**

These two envelopes should be duly sealed separately and super-scribed, as Technical Bid and Financial Bid. Both of these envelopes should be sealed in a third envelope and super-scribed as **“Tender for Housekeeping Services”**. All the three envelopes should be addressed to the Chief Executive Officer, Assam State Disaster Management Authority, Assam Secretariat (Civil), Dispur, Guwahati- 781 006.

The envelopes should also bear the name and address of the Bidder on the left hand lower edge. All the envelopes should be sealed properly.

11.7 The Tender Document should be duly signed by the Bidder on all pages as a token of acceptance of the terms & conditions specified on each page of the Tender Document.

## **12 LATE BIDS**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to **clause 11 of this section** shall be rejected and returned unopened to the Bidder.

## **13 MODIFICATION AND WITHDRAWAL OF BIDS**

13.1 The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

13.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of **clause 11 of this section**. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

13.3 Subject to **clause 15 of this section**, no bid shall be modified subsequent to the deadline for submission of bids.

*Signature of Bidder*

## **14 OPENING OF BIDS**

- 14.1 Technical Bids as described in clause 11.6 of this section shall be opened by the Administrative Officer, ASDMA, in the presence of the Bidders or their Authorised Representatives (only one representative of any Bidder) on the date in the office chamber of the Administrative Officer, ASDMA, Assam Secretariat (Civil), Dispur, Guwahati -781 006.
- 14.2 The date fixed for opening of bids, if subsequently declared as a holiday by the State Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
- 14.3 Before outright rejection of the Bid by the Bid Opening Team for non-compliance of any of the provisions, the Bidder / Company will be given sufficient opportunity to explain their position. However, if the person representing the company is not satisfied with the decision of the Bid Opening Team, he / they can submit a representation to the Bid Opening Team immediately, but in no case after closing of the tender process, with full justification quoting specifically the violation of tender conditions, if any.

The Bid Opening Team will not return the bids submitted by the Bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of some of the desirous representatives of the participating Bidder / Companies present on the occasion. The In-charge of the Bid Opening Team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in Bid Opening Minutes and if the Bid Opening Team is satisfied with the arguments of the Bidder / Company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the Bid Opening Team will submit the case for review to the competent authority, as early as possible preferably on the next working day and decision to this effect should be communicated to the Bidder / Company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the Bidders after issue of Letter of Intent to the successful Bidder against the instant tender. If the Reviewing Officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating Bidders to give necessary opportunity to desirous participants to be present on the occasion.

*Signature of Bidder*

**15 CLARIFICATION ON BIDS**

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the Bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the Bidder shall be entertained.

**16 PRELIMINARY EVALUATION**

- 16.1 ASDMA shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 16.2 Prior to detailed evaluation, ASDMA will determine the substantial responsiveness of each bid to the Bid Document for purpose of these clauses. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviation. The determination of bid's responsiveness by ASDMA shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by ASDMA and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 16.3 ASDMA may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**17 EVALUATION**

- 17.1 ASDMA shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.
- 17.2 Based on evaluation of the Technical Bids, a short-listing of bids will be carried out and the Financial Bids of only these short-listed bids will be opened. Short-listed Bidders shall be informed of the opening of Financial Bids and they may depute their representative on the day of opening of Financial Bid.
- 17.3 If there is a discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, ASDMA will determine the substantial responsiveness of each bid to the Bid Document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviation. A bid determined as substantially non-responsive will be rejected by ASDMA.

*Signature of Bidder*

17.4 ASDMA shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the Price Schedule in section VI of the Bid Document.

17.5 The bids shall be evaluated on the basis of the total monthly cost of house-keeping of the area as per schedule of requirement (corresponding to price schedule of Form I of the Tender Document).

**18 AWARD OF CONTRACT**

ASDMA shall consider placement of Letter of Intent to those Bidders, whose offers have been found technically, commercially and financially acceptable. The Bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity with Form II of the Bid Document. The Hirer reserves the right to counter offer price(s) against price(s) quoted by any Bidder only one or two.

**19 RIGHT TO VARY QUANTITIES**

ASDMA reserves the right at the time of award of contract to increase or decrease up to 25% of the tendered quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity or other terms and conditions. However ASDMA shall place order as per the actual requirements only from time to time.

**20 SIGNING OF CONTRACT**

20.1 Signing of Agreement shall constitute the award of house-keeping contract on the Bidder.

20.2 Upon the successful Bidder furnishing the Performance Security in pursuant to clause 2 of Section V, ASDMA shall discharge the EMD in pursuant to clause 8.5 of this section.

**21 ANNULMENT OF AWARD**

Failure of the successful Bidder to comply with the requirement of clause 20 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event ASDMA may make the award to any other Bidder at the discretion of ASDMA or call for new bids.

*Signature of Bidder*

**22 PERIOD OF VALIDITY OF BIDS**

- (i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by ASDMA as non-responsive.
- (ii) A Bidder accepting the request of ASDMA for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

**23** While all the conditions specified in the Bid Document are critical and are to be complied with, special attention of the Bidder is invited to the following of all the clauses incorporated in the Bid Document as non-compliance of any one of which shall result in outright rejection of the bid.

*Signature of Bidder*

**SECTION – V**  
**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1**     **APPLICATION**

Submission of bid against this offer shall bind the Bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by ASDMA.

**2**     **PERFORMANCE SECURITY**

- 2.1     The successful Bidder shall be required to deposit an amount equal to 10% of the contract value within 10 days of issue of the Letter of Intent, as Performance Security.
- 2.2     Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank as per Form V of the Bid Document.
- 2.3     Performance Security will be discharged after completion of Contractors' performance obligations under the contract.
- 2.4     If the Contractor fails or neglects any of his obligations under the contract, it shall be lawful for ASDMA to forfeit either whole or any part of performance security furnished by the Bidder as penalty for such failure.

**3**     **EXECUTION TIME LIMIT**

The time period as stipulated in the contract or Letter of Intent shall be deemed to be essence of the contract.

**4**     **PAYMENT TERMS**

Payment shall be released through crossed cheques on monthly basis against bills after certification by the Administrative Officer, ASDMA, that the services provided have been satisfactory and also after deduction of applicable taxes and other dues, if any.

**5**     **SUBMISSION OF BILLS**

The bill shall be submitted by the service provider by 10<sup>th</sup> of the succeeding month. ASDMA shall verify the bill and make necessary payment after ascertaining the following

: -

- (i)     That the amount of EPF / ESI contributions (both employer's & employee's contribution) for the duration of engagement in question, paid to the EPF / ESI Authorities,

*Signature of Bidder*

- (ii) That the copies of authenticated documents of payments of such contribution to EPF / ESI authorities are submitted, and
- (iii) That a declaration from the Contractor regarding compliance of the conditions of EPF / ESI Acts is submitted.

**6 PRICES**

- 6.1 Bidders should quote the rates in the format given at Section - VII. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible.
- 6.2 All statutory duties and taxes (including excise and customs) VAT and others may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- 6.3 No additional freight or any other charges, etc., would be payable.
- 6.4 In the case of reduction of Statutory Levies / Taxes during the period of tender, ASDMA will take the same into account at the time of payment.

**7 TERMINATION OF CONTRACT**

- 7.1 ASDMA may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts, if
  - (i) the Contractor fails to provide service within the period (s) specified in the contract or any extension thereof granted by ASDMA.
  - (ii) the Contractor fails to perform any other obligation(s) under the contract.
  - (iii) the Contractor fails to make monthly payment to the workers or is found to make short payments.

**8 TERMINATION FOR INSOLVENCY**

ASDMA may also by giving written notice and without compensation to the Contractor terminate the contract if the Contractor becomes unwilling, bankrupt or otherwise insolvent as declared by the competent authority without affecting its right of action or remedy as hirer.

**9 FORCE MAJEURE**

- 9.1 In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

*Signature of Bidder*

- 9.2 The term "Force Majeure" as employed herein shall mean war, or hostility, acts of the public enemy, civil commotion / riots, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, Acts and Regulations of respective government of the two Parties, namely ASDMA and the Contractor and acts of God (hereinafter referred to as events).
- 9.3 Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, ASDMA shall have the option of cancelling this contract in whole or part at its sole discretion without any liability on its part.
- 9.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## **10 CONCILIATION / ARBITRATION**

- 10.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable solution and settlement through a committee appointed by CEO, ASDMA.
- 10.2 In the event no amicable solution or settlement is reached between the Parties within 30 days after receipt of notice by one Party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator, who will be selected jointly by ASDMA and the Contractor and formally appointed by CEO, ASDMA and the decision of the sole Arbitrator shall be final and binding on both the Parties.
- 10.3 Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 10.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 10.5 The venue of the arbitration proceeding shall be in the Office of CEO, ASDMA, or such other places as the Arbitrator may decide. The fee and other charges of the Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be shared equally between the Parties.
- 10.6 The Arbitrator shall give a speaking and reasoned Award. The Parties will not be entitled to any pendente-lite interest during arbitration proceedings.

*Signature of Bidder*



## **11 APPLICABLE LAW AND JURISDICTION**

- 11.1 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at Guwahati.
- 11.2 No alternative offer shall be considered.
- 11.3 ASDMA reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder (s) on the ground of ASDMA's action.
- 11.4 ASDMA reserves the right to accept / reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 11.5 Any clarification on the documents may be obtained from the Administrative Officer ASDMA, during office hours.

## **12 SET OFF**

Any sum of money due and payable to the Contractor (including Security Deposit refundable to him) under this contract may be appropriated by ASDMA and set off the same against any claim of ASDMA for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with ASDMA.

## **13 CERTIFICATE ON NON PARTICIPATION OF NEAR RELATIVES IN THE TENDER**

The Bidder should give a certificate that none of his / her near relative is working in ASDMA. In case of Proprietorship Firm, certificate will be given by the Proprietor, for Partnership Firm, certificate will be given by all the Partners and in case of Limited Company, by all the Directors of the Company. Any breach of these conditions by the Company or Firm or any other person, the tender / work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage whenever it is so noticed. ASDMA will not pay any damages to the Company or Firm or the concerned person. The Company or Firm or the person will also be debarred for further participation in any tender of ASDMA.

The near relatives for this purpose are defined as : -

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

The format of the certificate is given at **Form IV** of the Bid Document.

*Signature of Bidder*

**14**      **INDEMNIFICATION**

The successful Bidder is solely liable to fully indemnify and keep ASDMA indemnified against all losses / penalties / awards / decrees arising out of litigation / claims / application initiated against ASDMA on account of acts of omission / commission attributable to successful Bidder / Contractor and which are punishable under the provisions of various Labour Laws, as amended from time to time. ASDMA shall be vested with sole discretion to determine damages / loss suffered on account of above from the dues payable from Security Deposit as Performance Guarantee or from either the personal property of the Bidder or property owned by his Firm / Company by way of initiating suitable legal litigation against the successful Bidder at any point of time.

*Signature of Bidder*

**SECTION – VI**  
**SPECIAL CONDITIONS OF CONTRACT**

- 1** The special conditions of the contract shall supplement the “Instructions to the Bidders” contained in section III and General (Commercial) Conditions of the Contract as contained in section IV and wherever there is a conflict, the provisions herein shall prevail over those in section III & IV.

**CONDITIONS OF THE CONTRACT.**

- 2** In case the date fixed for opening of bids is subsequently declared as holiday by the State Government, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.
- 3** The Contractor shall ensure that the deployment of workers is made only after necessary verification of their character and antecedents by the concerned Police Authorities and to submit copies of the Police Verification Report (PVR) to the Administrative Officer, ASDMA, for record. Keeping in view the security requirements of Government premises, the Contractor shall not substitute nor replace any worker without the written and explicit approval of ASDMA. No substitute, whose PVR is not available, shall be allowed to be deployed.
- 4** ASDMA reserves the right to blacklist a Bidder for a suitable period in case he fails to honour his bid without sufficient ground.
- 5** In any dispute arising out or in relation to this contract between ASDMA and the Contractor, the same shall be settled amicably first through conciliation failing which the said dispute shall be referred to the sole Arbitrator.
- 6** The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. ASDMA may ask the Contractor to produce documents to verify that these provisions / laws are complied with by the Contractor.
- (i)** All wages, allied benefits such as leave, ESI, PF, Gratuity, Bonus etc., shall be paid by the Contractor regularly and ASDMA shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 7** No sub-contracting is permissible by ASDMA.

*Signature of Bidder*

- 8** The Contractor shall assign the job of providing house-keeping service only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers / officials as well as essential store items while performing duties. ASDMA shall have no direct or indirect liability arising out of any negligent, careless work which is an offence under relevant section under IPC and any loss caused to ASDMA have to be compensated by the Contractor.
- 9** The Contractor shall also ensure effective supervision of the House Keeping Services for efficient services.
- 10** The Contractor would ensure healthy industrial relations with his staff and settle all grievances of the workers without disruption of the House Keeping Services.
- 11** The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor must also ensure that they are of decent character, sound health and possess general abilities to carry out the required works and are also able to read instructions written in Assamese / English.
- 12** The Contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. The Contractor shall issue to all its workers, uniforms and Identity Cards bearing their photographs. This shall be ensured by the Contractor, without any extra cost to ASDMA.
- 13** ASDMA reserves the right to offer counter offer price(s) against price(s) quoted by the Bidder.
- 14** The Contractor shall be liable for any legal dispute /case / claims that have arisen or may arise during the currency of the contract.
- 15** The Contractor shall be responsible for compliance of all the laws / rules / regulations and Govt. instructions that are / will be applicable to and aimed to protect the interest of the employees / workers engaged by it and shall ensure payment of all the statutory dues / liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 16** Notwithstanding anything contained in the Bid Document, the successful Bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify ASDMA at the time of signing of agreement.

*Signature of Bidder*

**LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

17.1 In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923, ASDMA is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, ASDMA will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of ASDMA under Section 12, Sub-section (ii) of the said Act, ASDMA shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by ASDMA to the Contractor whether under Section 12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to ASDMA full security for all costs for which ASDMA might become liable in consequence of contesting such claim.

17.2 **OBTAINING LICENSE FOR WORK**

(i) The Contractor shall obtain a valid labour license for work under the relevant Act and also a valid labour license for work under any other relevant Act, if the Contractor brings / recruits workers from other States and continue to have valid licenses until the completion of work. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

17.3 **CONTRACTOR'S LABOUR REGULATIONS**

- (i) Working Hours : - Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 10½ hours on any day.
- (ii) When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him.
- (iii) Every worker shall be given a weekly holiday normally on a Sunday irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (iv) Where the minimum wages prescribed by the Govt., under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same Contractor for a continuous period of not less than 6 days.
- (v) Where a Contractor is permitted by the Administrative Officer, ASDMA, to allow a

*Signature of Bidder*

worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

**18 LABOUR RECORDS / OTHER RECORDS TO BE MAINTAINED**

The Contractor shall maintain proper Labour Records such as Register of Persons / Muster Roll Register / Wages Register / Register of Accidents / Register of Fines / Register of Deductions / Register of Advances / Register of Overtime.

**19 ATTENDANCE CARD-CUM WAGE SLIP**

The Contractor shall issue an Attendance Card-cum-Wage Slip to each workman employed by him, which is to be maintained as follows : -

- (a) The Card shall remain in possession of the worker during the wages period and shall be valid for that period.
- (b) The Contractor shall mark the attendance of each workman on the Card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (c) The Contractor shall complete the wages slip portion on the reverse of the Card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (d) The Contractor shall obtain the signature of the worker on the wage slip at the time of disbursement of wages.

**20 EMPLOYMENT CARD**

The Contractor shall issue an Employment Card to each worker within three days of the employment of the worker.

**21 SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the Contractor shall issue a Service Certificate to the workman, whose services have been terminated.

**22 PRESERVATION OF LABOUR RECORDS**

The labour records and records of fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Administrative Officer, ASDMA or Labour Officer or any other competent authority.

*Signature of Bidder*

**23**      **DISMISSAL / REMOVAL OF ANY WORKER EMPLOYED BY THE CONTRACTOR**

The Administrative Officer, ASDMA, may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractor's employment upon the work, who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.

**24**      **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The Labour Officer or any person authorised by the Govt. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wages clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the Contractor in regard to such provision.

**25**      **REPORT OF INVESTIGATING OFFICER AND ACTION THEREON**

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Administrative Officer, ASDMA, indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Administrative Officer, ASDMA, shall arrange payments to the labourers concerned within 45 days from the receipt of the report from the Labour Officer or the authorised officer as the case may be.

**26**      **INSPECTION OF BOOKS AND SLIPS**

The Contractor shall allow inspection of all the prescribed Labour Records pertaining to any of his workers / servants / agents at a convenient time and place after due notice is received from the Labour Officer or any other person, authorised by the Govt. on his behalf.

**27**      **SUBMISSION OF RETURNS**

The Contractor shall submit periodical returns as may be specified from time to time.

**28**      **AMENDMENTS**

The Govt. may from time to time add to or amend the regulations and on any question as to the application / interpretation or effect of those regulations.

*Signature of Bidder*

**29**      **INSURANCE**

As contemplated under Section 4-A of the Payment of Gratuity Act, 1972, the Contractor shall, without limiting any of his other obligation or liabilities, at his own expense, obtain a compulsory Workmen's Compensations Insurance Scheme from the Life Insurance Corporation of India (LICI) etc. so as to facilitate smooth and timely payment of gratuity amount to the workers, whenever any claim is formally preferred. The Contractor shall undertake to indemnify and keep indemnified ASDMA from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to the same or that ASDMA may suffer or incur with respect to end / or incidental to the same. The Contractor shall have to furnish originals and / or attested copies as required by ASDMA of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which ASDMA may require.

**30**      **COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the works, the Contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bye-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Govt., Govt. Agency or ASDMA, Municipal Board, Department of other Regulatory or Authorised Body or persons and shall provide all certificates of compliance therewith as may be required by such applicable Law, Bye-laws, Rules, Regulations, Orders and / or provisions. The Contractor shall assume full responsibility for the payment of all contributions and pay all taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contract documents. If the Contractor shall require any assignee or Sub-Contractor to whom any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the Contractor agrees as to undertake to save and hold ASDMA harmless and indemnified from and against any / all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or Sub-Contractor to make full and proper compliance with the said Bye-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

*Signature of Bidder*



**31      TOOLS AND PLANTS**

The Contractor shall provide at his own cost all tools, Items, appliances etc. required for proper execution of works. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The Contractor shall be provided with a space during the contract period for storage of the tools and implements etc. The space so provided should be used only for the purpose for which it is provided. The Contractor shall have no tenancy right on the space so provided. No residential accommodation shall be provided to the labourers under the Contractor.

**32      REGISTRATION WITH EPF / ESI COMMISSIONER**

32.1 The successful / prospective Bidders will have to furnish documentary evidence that they are registered with EPFO / ESIC. They will also furnish an undertaking that within seven days of the close of every month they will submit to ASDMA a statement showing the recoveries of contributions in respect of the employees with a Certificate to the effect that the same have been deposited with EPFO / ESI Commissioner.

32.2 Each Monthly Bill must accompany the following : -

- (i) List showing the details of labourers / employees engaged
- (ii) Duration of their engagement
- (iii) The amount of wages paid to such labourers / employees for the duration in question
- (iv) Amount of EPF / ESI contributions (both employer's & employees contribution) for the duration of engagement in question, paid to the EPF / ESI authorities
- (v) Copies of authenticated documents of payments of such contribution to EPF / ESI authorities and
- (vi) A declaration from the Contractor regarding compliance of the conditions of EPF / ESI Act.

*Signature of Bidder*

**SECTION – VII**  
**FINANCIAL BID (PRICE SCHEDULE)**

**SCHEDULE OF REQUIREMENT AND RATES FOR HOUSE-KEEPING SERVICES IN THE O/O THE ASSAM STATE DISASTER MANAGEMENT AUTHORITY (ASDMA) AT DISPUR, GUWAHATI- 781 006.**

NAME OF THE PARTY :

MONTHLY RATE FOR HOUSE-KEEPING SERVICES AS PER REQUIREMENTS

I / We have inspected the site and surroundings of the work as per details given in Section-II of the Tender Document and assessed the scope of works thoroughly and have also gone through the entire Tender Document and understood the terms and conditions stipulated therein before quoting the rates hereunder : -

DESCRIPTION OF WORK		MONTHLY RATE PER SQ. FT. IN FIGURES IN RUPEES (EXCLUSIVE OF SERVICE TAX)	MONTHLY RATE PER SQ. FT. IN WORDS IN RUPEES (EXCLUSIVE OF SERVICE TAX)
House Keeping Services in the office premises of ASDMA located within the Assam Secretariat (Civil) Campus opposite the Secretariat Branch of State Bank of India (Ancillary Block-I), Dispur, Guwahati-781 006 as mentioned in the Table shown at page No.5 (sub-section 1 of Section –II by deploying appropriate man-days as per details in Appendix-A, tools, equipments and gadgets as per Appendix-B and consumables as per Appendix-C.	Covered Area		
	Uncovered Area		

For all the works / services mentioned in Section-II containing job specifications and scope of work , details of the location having measurement of **covered and uncovered** areas at the location mentioned in the Table shown at page No.5 **(sub-section 1 of Section – II)**. The rates above are inclusive of all taxes, duties etc. but exclusive of Service Tax and the rates will remain fixed during the validity of the contract original / extended as per provisions of the contract.

**NOTE : Service Tax will be paid extra as applicable.**

*Signature and Seal*

*Signature of Bidder*

**SECTION – VIII**  
**SPECIMEN OF AGREEMENT BOND**

An agreement is made on this .....day of ....., 2012, between ..... (hereinafter called the Contractor), which expression shall where the context so remits include his / their respective heirs, executors administrative, representatives and assignee of the ONE PART

and

Assam State Disaster Management Authority through the Administrative Officer, ASDMA, (hereinafter referred to as ASDMA) of the OTHER PART.

Whereas, the Contractor has offered to enter into a contract with ASDMA for Tender of **“House Keeping Services”** on the terms and conditions of the tender issued by the Chief Executive Officer, ASDMA, Dispur, Guwahati, vide tender No.ASDMA.61/2011/52 dated 16-06-2012 and the offer has been duly accepted by the competent authority to award the work vide No.....dated .....The Contractor has deposited Rs. ....Rupees (.....) as Performance Security vide DD No.....dated .....

Now, these presents witness and it is hereby agreed and declared by and between the Parties to these presents as follows :

1. The Contractor shall during the period of this contract that is to say from ----- to ----- or until this contract is terminated safely carry out by means of labourers employed at his own expenses and by means of tools and material implements to be supplied by him at his own expenses for works against tender vide No. ASDMA. 61/2011/52 dated 16-06-2012.
2. It is understood by the Contractor that the quantity of work mentioned in the schedule is likely to change as per actual requirements as demanded by the exigencies of service.
3. If the Contractor does not complete the work or deserts the work, ASDMA will be at liberty to get the work done from any other agency as deemed fit and difference in expenditure will be recovered from the Contractor.
4. The Contractor will abide by all the terms and conditions of the tender vide No. ASDMA. 61/2011/25 dated 16-06-2012.
5. On behalf of ASDMA, its Chief Executive Officer has the right to terminate / extend the contract either partly or fully at any stage without assigning any reason by giving 15 days notice in writing to that effect and shall not be liable to pay any compensation to the Contractor thereof.
6. Now, with these presents witness, it is hereby agreed and declared by and between both the Parties that Annexure-I of the tender i.e. rates accepted are integral part of this agreement and will be followed scrupulously. In witness whereof both the parties these presents, have set their hands and seals this day, month and year written above.
7. The Contractor shall be responsible for payment of the required Service Tax. The documentary proof of the same must be submitted within one month of payment of a particular bill for the amount of Service Tax charged in the said bill.
8. NIT, Tender Documents and the agreement signed forms an integral part of this agreement.

Signed, sealed and delivered  
in presence of Witnesses :-

(Party on the First Part)

(Party on the Second Part)

- 1.
- 2.

*Signature of Bidder*

**FORM – I**

**BID FORM**

**Tender No. ASDMA. 61/2011/52 dated 16-06-2012**

To : The Chief Executive Officer,  
Assam Disaster Management Authority (ASDMA),  
Assam Secretariat (Civil), Dispur, Guwahati – 781 006.

Dear Sir,

- 1 We, the undersigned, offer to provide House Keeping Services in conformity with the conditions of contract and specifications for the same shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into an agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and the agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 10% of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement and we have submitted EMD of Rs.5000.00. Rupees (five thousand) only in the form of D.D. / B.G. in the prescribed proforma along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... day of ....., 2012.

Signature of.....in the capacity of  
..... and duly authorised to sign the bid for and on behalf of  
.....

Signature of Witness ..... Signature .....

Address .....  
.....

*Signature of Bidder*

**FORM – II**  
**BID SECURITY FORM**

No.....

Date.....

To : The Chief Executive Officer,  
Assam Disaster Management Authority (ASDMA),  
Assam Secretariat (Civil), Block-C (2<sup>nd</sup> Floor), Dispur, Guwahati – 781 006.

Whereas.....(hereinafter called “the Bidder”) has submitted its bid dated.....for House Keeping Services vide Tender No. ASDMA.61/2011/52 dated 16-06-2012.

KNOW ALL MEN by these presents that WE .....having our registered office at ..... (hereinafter called ‘the Bank’) are bound unto ASDMA in the sum of Rs. 5000/- Rupees (five thousand) only for which payment will and truly to be made of the ASDMA, the Bank binds itself, its successors and assignees by these presents.

THE CONDITIONS of the obligations are :-

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form  
OR
2. If the Bidder, having been notified of the acceptance of his bid by ASDMA, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required  
OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of ASDMA

We undertake to pay ASDMA up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand ASDMA will state that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 8 of Section - IV of the Bid document up to 180 days and including 30 (thirty) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date / dates.

Signature of witness  
Name of witness :  
Address of witness

Signature of the Bank Authority  
Name :  
Signed in the capacity of :  
Full address of the Branch :  
Tel No. of Branch :  
Fax No. of Branch :

*Signature of Bidder*

**FORM - III**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To : The Chief Executive Officer,  
Assam Disaster Management Authority (ASDMA),  
Assam Secretariat (Civil), Block-C (2<sup>nd</sup> Floor), Dispur, Guwahati – 781 006.

Sub: **Authorisation for attending bid opening on ..... (date) in the Tender of House Keeping Services vide No. ASDMA. 61/2011/52 dated 16-06-2012.**

Dear sir,

The following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of .....(Bidder) in order of preference given below :-

<u>ORDER OF PREFERENCE</u>	<u>NAME</u>	<u>SPECIMEN SIGNATURES</u>
----------------------------	-------------	----------------------------

1.

2.

Alternate Representative :

Signature of the Bidder or the Officer authorised to sign the bid :

Documents on behalf of the Bidder:

Note: *1. Maximum of two representatives will be permitted to attend the bid opening. In cases, where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.*

*2. Permission for entry to the hall where bids are opened may be refused in the absence of authorisation as prescribed above.*

*Signature of Bidder*

**FORM – IV**  
**PROFORMA**  
**CERTIFICATE ON NON PARTICIPATION OF NEAR RELATIVES IN THE TENDER**

*( Certificate on Non Participation of near Relatives in the tender called for House Keeping Services for the office premises of Assam Disaster Management Authority (ASDMA), Assam Secretariat (Civil), Dispur, Guwahati – 781 006 )*

**CERTIFICATE**

I, .....son of /  
w/o.....

a resident of .....do hereby certify that none of my relative(s) as defined in clause 11 of Section II.1 of the Tender Document is / are employed in ASDMA as per details given in the Tender Document. In case at any stage, it is found that the information given by me is false / incorrect, ASDMA shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature

Name in capital letters :

Position :

For and on behalf of :

Date :

*Signature of Bidder*

**FORM - V**  
**PERFORMANCE SECURITY BOND FORM**

- 1** In consideration of Chief Executive Officer, Assam State Disaster Management Authority, Assam Secretariat (Civil), Dispur, Guwahati – 781 006, (hereinafter called as ASDMA, having agreed to exempt .....(herein after called the Contractor(s) from the demand of Security Deposit / Earnest Money of Rs.....Rupees (.....) only on production of Bank Guarantee for Rs.....Rupees (.....) only for the due fulfilment by the said Contractor(s) of the terms and conditions to be contained in an Agreement dated ..... and Tender Document No. ASDMA.61/2011/52 dated 16-06-2012 (herein after referred to as the Agreement) in connection with the contract for supply of House Keeping Services we, (name of the bank) .....(herein after referred to as “the Bank”) at the request of .....Contractor(s) do hereby undertake to pay to ASDMA, Dispur, an amount of not exceeding Rs..... Rupees ( .....) only against any loss or damage caused to or suffered or would be caused to or suffered by ASDMA, Dispur, by reason of any breach by the said Contractor(s) of any of the terms & conditions contained in the said Agreement.
- 2** We (name of the bank) .....do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from ASDMA, Dispur, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by ASDMA, Dispur, by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement or breach of any terms and conditions of the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of ASDMA, Dispur, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees (.....) only.
- 3** We undertake to pay to ASDMA, Dispur, any money so demanded not withstanding any disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

*Signature of Bidder*



- 4 We (name of the bank) .....further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time (three months at each time). It shall continue to be enforceable till all the dues of ASDMA, Dispur, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ASDMA, Dispur, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of three months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
- 5 We (name of the bank) ..... further agree with ASDMA, Dispur, that ASDMA, Dispur, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or extend time of performance by the said Contractor(s) from time to time or to postpone for any from time to time any of the powers exercisable by ASDMA, Dispur, against the said Contractor(s) / Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, and or any omission on the part of ASDMA, Dispur, or any indulgence by ASDMA, Dispur, to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
- 7 We (name of the Bank) .....lastly undertake not to revoke this guarantee during its currency except with the previous consent of ASDMA in writing.

This guarantee is valid from ..... to .....

Date : For and behalf of .....

(Indicate the name of the bank)

***N.B.: This guarantee should be issued on Non-Judicial Stamped Paper, stamped in accordance with the Stamp Act.***

**LIST OF MANPOWER PROPOSED TO BE DEPLOYED FOR HOUSEKEEPING SERVICES**

SL. NO.	CATEGORY	NO. OF MANPOWER
1	Supervisor	
2	Housekeepers	
3	Gardener (Mali)	
4	Others, if any (specify)	

We undertake that the minimum wages as may be prescribed by the Local Government from time to time will be paid to the manpower deployed. The Bidder also undertakes that all statutory requirements e.g. EPF, ESI etc. will be met by the Bidder and the required documents will be submitted to ASDMA on demand.

The terms and conditions contained in the Tender document are acceptable to us.

Signature of the authorised person  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal

*Signature of Bidder*

**LIST OF TOOLS, EQUIPMENTS AND GADGETS PROPOSED TO BE USED FOR HOUSEKEEPING SERVICES**

SL. NO.	ITEM	NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

The terms and conditions contained in the Tender Document are acceptable to us.

Signature of the authorised person  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Seal

*Signature of Bidder*

**LIST OF MATERIALS AND CONSUMABLES PROPOSED TO BE USED FOR HOUSEKEEPING SERVICES**

*Please indicate the list of materials and consumables proposed to be used on monthly basis in carrying out the housekeeping activities at the office premises of ASDMA, Dispur, Guwahati – 781 006. This should be based on the assessment after physical inspection and should be adequate for properly carrying out the housekeeping jobs specified in Section - II.*

SL. NO.	ITEM	UNIT	BRAND	PROPOSED QUANTITY PER MONTH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

*Signature of Bidder*

SL. NO.	ITEM	UNIT	BRAND	PROPOSED QUANTITY PER MONTH
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

*(please attach extra sheet if required, duly signed with seal)*

The terms and conditions contained in the Tender Document are acceptable to us.

Signature of the authorised person

Name \_\_\_\_\_

Designation \_\_\_\_\_

Seal

*Signature of Bidder*