

**SHORT NOTICE INVITING TENDER FOR MANPOWER
OUTSOURCING SERVICE AT AHIDMS**

O/o the Project Director, AHIDMS,
4th Floor, Nayantara Super Market Building
Guwahati-781022
E-mail Id: pmu.ahidms@gmail.com

Tender No. JICA/PMU/MH/37/2022/90, Dated 23rd February, 2023



GOVERNMENT OF ASSAM
ASSAM HEALTH INFRASTRUCTURE DEVELOPMENT AND MANAGEMENT SOCIETY(AHIDMS)
DISPUR, GUWAHATI – 781006

No. JICA/PMU/MH/37/2022/90

Dated 23rd February, 2023

NOTICE INVITING TENDER

Project Director, Assam Health Infrastructure Development and Management Society (AHIDMS) invites quotation from registered Contractors/reputed entities for **“Manpower Outsourcing Service at AHIDMS”** for Assam Health Infrastructure Development and Management Society (AHIDMS) located at 4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati - 781022. Interested and eligible agencies may submit their quotation with other documents along with the signed RFQ.

IMPORTANT INFORMATION	
Last date & time for submission of RFQ	15 th March, 2023 upto 11.00 a.m.
Time and date for opening of RFQ	15 th March, 2023 at 3.00 p.m.
Venue for opening of RFQ	4 th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati- 781022
Quotation Validity	60 days from the last date of submission of Quotation

1. Quotation should be addressed to “O/o The Project Director, AHIDMS, 4th floor, Nayantara Supermarket Complex, Six Mile, Khanapara, Guwahati - 781022” and placed in a sealed envelope, clearly mentioned as **“Application for Manpower Outsourcing Service at AHIDMS”**. Quotations not accompanied by specified documents, self- declarations, signatures may be rejected by the office as non responsive and may not be evaluated further.
2. Quotations should reach this office latest by 11.00 a.m. on 15th March, 2023. Quotations received after due date and time shall be summarily rejected.
3. The Bids will be opened on **15.03.2023 at 3:00 PM** by a Tender Opening Committee of this office in presence of the tenderer/their authorized representatives. Failure to attend the meeting by any tenderer shall not be a ground of postponement of the Bid Opening meeting & the AHIDMS authority reserves the right to go ahead with opening of the Bids as received.
4. This Office reserves the rights to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reasons thereof. The decision of the Project Director, AHIDMS, Assam in this regard shall be final and binding on all.
5. Bidders are expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

Sd/-
Project Director,
AHIDM Society

SECTION-I

GENERAL TERMS AND CONDITIONS

1. **Parties:** The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Project Director, AHIDMS, Assam.
2. **Addresses:** For all purpose of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the O/o Project Director, AHIDMS, 4th Floor, Nayantara Supermarket Building, Six Mile, Guwahati- 781022. The contractor shall be solely responsible for the consequences of any omission or error to notify/change of address in the aforesaid manner.
3. **Period of validity of Bid:** Bid shall be valid for 60 days after the date of opening of bids.
4. **Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions on review of performance, depending upon the requirements and administrative conveniences of the office.
5. **List of Documents:** The list of documents to be submitted in a sealed envelope super scribed as “**Manpower Outsourcing Service at AHIDMS**”.
 - a) Self-Attested copy of Registration of firm/company.
 - b) Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for the last Five years.
 - c) Self-attested copy of PAN card of firm/company/individual.
 - d) Self-attested copy of the IT-Return filed for the last three financial years.
 - e) Turnover Certificate duly sealed and signed by competent Chartered Accountant.
 - f) An up-to date Affidavit of Non-Blacklisting on Non- Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary/competent legal authority.
 - g) Self-attested copy of Goods and Service Tax (GST) registration of certificate from competent authority.
 - h) Self-attested copy GST Return copy for the FY 2020-21 & 2021-22.
 - i) Self-attested copy of up-to date trade license.
 - j) Self-attested copy of Registration under the Private Security Agency (Regulation) Act, 2005
 - k) Self-attested copy of License for operating a Private Security Agency (PSA) at Guwahati
 - l) Self-attested copy of valid License order as per Contract Labour (R&A) Act 1970
 - m) Self-attested copy of last submitted return under PF and ESIC
6. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he sign as:
 - a. A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

- c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, O/o Project Director, AHIDMS may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (iv) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract.

***NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE
INVITING TENDER.***

7. Opening of Tender:

The bidder is at liberty either to be present himself or authorized not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him/her a letter of authority from the bidder. The tender shall be opened on a date and time specified by Project Director, AHIDMS, Assam at o/o Project Director, AHIDMS, 4th Floor, Nayantara Supermarket Building, Six Mile, Guwahati-781022.

8. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of the technical score obtained by the bidders. Agencies which obtain at least 70% marks based on the technical parameters would be considered for opening financial bid for ascertaining L1 bidders.

9. Right of Acceptance:

- a. The Project Director, AHIDMS reserves all rights to reject any or all tenders including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of the Project Director, AHIDMS in this regard is final and binding.
- b. Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

10. Communication of Acceptance: Successful Bidder will be informed of the acceptance of his tender through email.

11. Security Deposit:

- a. The successful tenderer will have to deposit a performance security (security deposit) for an amount of Rs. 50,000/- (Rupees Fifty thousand) only in the form of a Bank

Guarantee with a validity period of 15 (Fifteen) months. The Security deposit will not be adjusted against any payment due to the firm from the office of the AHIDMS.

- b. The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposits may be considered by the o/o Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- c. A letter of intent will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 14 (fourteen) days from the issue of the letter of intent/award, from scheduled bank.
- d. The final work order will be issued only after the production of the performance security bond.

12. Penalties:

In case of any personals under the service remaining absent from duty, a substitute shall be provided by the bidder immediately. Failure to do so would impose penalty. Penalty may also be levied for late reporting/ non-reporting as stipulated below.

The penalty for some of the defaults is as under:

Sl.No	Nature of Default	Penalty (in Rs.)
1	Late Reporting	Rs.100/- per day
2	Non-Reporting	Rs.500/- per day
3	Refusal of Duties	Rs.500/- per day
4	Non-observation of Dress Code	Rs.100/- per day
5	Change of personals without prior permission	Rs.500/- per day

13. Terms of payment:

- a. No payment shall be made in advance.
- b. The contractor shall submit the monthly bill in triplicate copy within the first week of the following month in respect of the previous month for sanction of the amount of bill and passing the bill for payment.
- c. Bill shall be accompanied with the respective month's attendance sheet, PF/ESIC payment challan and documentary evidence of the salary transferred (bank receipt) to all the staffs engaged in the society.
- d. All payment shall be made by RTGS/NEFT.
- e. The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- f. Wherever applicable all payments will be made as per rate schedule of payments stated in Section - IV of the submitted bid of the successful bidder.

14. Termination of Contract: Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a. If the contractor fails to arrange the supply of any or all of personals under the services within the period(s) specified in the contract or any extension thereof granted by competent authority.
- b. If the contractor fails to perform any other obligation (s) under the conditions of the contract and all clauses of this tender which are integral part of this tender.
- c. **Termination for Insolvency:** The competent authority may at any time terminate the Contract by giving written notice to the contractor, without compensation to the

contractor. if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court.

15. Agreement:

The successful bidder will have to enter an agreement initially for a period of one year, further extendable subject to **clause 4 of General Terms and Condition**. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Annexure - D. Final format of agreement shall be issued by o/o the Project Director, Assam Health Infrastructure Development & management Society, at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

16. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

SECTION - II

TENDER SPECIFIC TERMS AND CONDITIONS

17. ELIGIBILITY CRITERIA: Documentary evidence for the under mentioned items should be submitted along with the bid:

- a. The tenderer shall have to submit EMD/Bid Security of Rs.20,000/- (Twenty Thousand) In the form of DD/FD Receipt valid for 90 days from date of opening of the Bids. The EMD/ Bid Security of the successful Bidder shall be returned on receipt of the Performance security & for the unsuccessful Bidders, the EMD shall be returned immediately after completion of the Bid Process.
- b. The Security agency should be a registered security agency under the Private Security Agency (Regulation) Act, 2005. License issued under the Act should be enclosed.
- c. The Agency must have a valid license for operating a Private Security Agency (PSA) at Guwahati. Valid PSA Certificate should be enclosed.
- d. Latest police verification certificate in respect of Security personnel of the Agency to be submitted within a period of one month on entering into the contract. In the case of

change of any worker, payment of wages for that worker will be released only after submission of police verification. PVR to be obtained and furnished by the Agency.

- e. The bidder should not have been blacklisted by any State/Central Government Department/PSU/Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices. In this regard an upto date affidavit on Non Judicial Stamp Paper from public notary/ legal competent authority is to be submitted.
- f. The Agency must quote the breakup of salary proposed to be paid to the staff including for Security Service, Multi-Tasking Staff& Housekeeping Service as per minimum wages notified by **Assistant Commissioner (Central), Ministry of Labour and Employment, Govt. of India**. Affidavit should be enclosed declaring that the salaries paid to the Guards shall not be less than stipulated under Minimum Wages Act and he/she shall comply with all statutory requirements connected thereto.
- g. The bidder should have experience during the last 5 financial years of providing security service to any Government/ reputed Private Organizations in Assam. **Satisfactory Work completion Certificate /Work Undertaken Certificate should be enclosed.**
- h. The bidders must have Permanent Account No. (PAN) issued by Income Tax Department.
- i. The bidders must have GST Registration Certificate from competent authority.
- j. The bidder should be approved/ recognized/ registered by Central/ State Govt. for providing Manpower services. The Bidders must have a registration with contract Labour (Regulation and Abolition) Act. 1970 and Contract Labour Central Rules, 1971 and submit the proofs thereof.
- k. The Bidders should have registration under PF and ESIC Act.
- l. The minimum average annual turnover of the bidder should be **1.00 Crore in the last 3years.**
- m. The agency must have a branch/ local office at Guwahati. Proof should be submitted.
- n. Each agency/ contractor shall submit only one tender for the entire scope of work. Agency/ Contractor who submits more than one tender or part tender will be treated as non-responsive & rejected.

18. SELECTION PROCESS:

Sl. No	Particulars	Points per criteria	Maximum Points	Supporting documents	Document Submitted/ not submitted (Yes/No)	Page Nos.
1	No. of years of overall experience in manpower outsourcing service (minimum 5years)	5-15years:10; 15-25years:15; more than 25 years :20	20	Copy of certificate of incorporation (Should be flagged Annexure-I)		
2	No. of years of experience in providing manpower in Government Institute/ Semi Government Institutes/PSUs/Govt. Societies (Total assignment)	2 Points per assignment	20	Work orders (Should be flagged Annexure II)		
3	No. of manpower outsourcing assignment in Government Institute/ Semi Government Institutes/PSUs/Govt. Societies in last five Years	2 Points per assignment	20	Work orders (Should be flagged Annexure III)		
4	Average annual turnover of last three years. (Minimum Rs.1.00 Crore)	1.00 to 5.00 Cr.: 10 5.01 to 10.00 Cr. :15 Above 10.00 Cr. :20	20	Financial statement of the agency along with schedules for the preceding three financial years and IT Return (Should be Flagged Annexure IV)		
5	Number of registered employees in the agency	50 no.s to 100 no.s: 5 101 no.s to 150 no.s: 10 151 no.s to 200 no.s: 15 200 no.s and above: 20	20	Copy of last PF or ESIC deposited (Should be flagged Annexure- V)		
Total			100			

- Agencies who obtain at least 70% marks in the technical parameters would be considered for opening of financial bid for ascertaining L1 bidders.
- The Management reserves its rights to relax any of the above conditions in appropriate cases considering the experience and expertise of the firm etc.
- Firms with less than five years of experience will be summarily rejected.
- Bidders not submitting the required supporting documents for fulfilling the criteria will be summarily

rejected without any further clarification.

➤ The criteria's for L1 bidder;

1. Lowest price.
2. In case of two or more bidders quoting the same L1 price, the following criteria will be considered for selecting the final L1 bidder;
 - a) 1st criteria-Bidder with highest technical marks
 - b) 2nd criteria- Bidder with maximum experience in relevant field (will be considered only if the L1 bidder are same after considering 1st criteria)
 - c) 3rd criteria- In case, selection of L1 bidder cannot be decided by considering 1st and 2nd criteria, it will be at the sole discretion of the competent authority to decide the L1 bidder

19. SCOPE OF WORK

A. Security Services:

- a. The bidder shall be responsible for the security of the entire premises of the Department including the building, structure, movable and immovable properties throughout the period of contract.
- b. The bidder would deploy un-armed security guards in the premise/building of the Department of AHIDMS.
- c. Following are the requirement of manpower for security service.

Number of Security staffs required	Monthly/ daily basis
4 no's of Security Guard (2 no's for day shift and 2 no's for night shift)	Monthly basis

However, if society requires additional manpower for the above positions, the bidder should provide the additional manpower at the same rate quoted in the financial bid with the same terms & conditions mentioned in the tender document.

- d. The bidder would specify one amongst the 4 (Four) security personnel engaged as the Supervisor, who would conform to the norms of being selected as a supervisor in accordance with Private Security Services (Regulation) Act 2005.
- e. The Supervisor should ensure that no bad habits like taking alcohol, gutkha or other addicted drugs is encountered during duty hrs. Non-compliance of the same would cause Blacklisting/Debaring of the Agency.
- f. The security Guards would be of minimum 20 years and maximum of 45 years of age.
- g. No person, other than the staff shall be allowed to enter into the premises without valid Entry Pass. The Security Guard on duty should ensure the genuineness of the visitors while permitting entry.
- h. The security personnel shall not permit Contractor / Workmen to carry out any work inside the

premises unless they hold a valid Work Order/Pass.

- i. The Agency should be vigilant in checking inward and outward movement of materials.
- j. No visitor shall be allowed entry before and after the prescribed office hours unless the officer, with whom such visitor has business, specifically requests for his entry.
- k. The duty roster for a week starting from Sunday to Saturday of security guards with names posted on different shifts shall be submitted to concerned official one-week in advance.
- l. On weekly off days and holidays any staff member entering the office will register his/her name and time of arrival and departure, in the Register provided with the security guards.
- m. AHIDMS will not provide any accommodation and transportation facilities for security personnel. The Agency shall make its own accommodation arrangement for the security personnel posted at AHIDMS.
- n. Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese, Hindi and English.
- o. The bidder and its security Guards shall take necessary action as may be directed by the Department to prevent theft, pilferage, burglary, loss or damage to any of the Department's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.
- p. Opening of office doors/locks during morning hours for cleaning and closing the windows/window panes/ doors and putting the locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights/fans and other electric equipment's are switched off after the staff has left.
- q. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The bidder should submit duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
- r. Guards should wear the uniform with Logo, while on duty, as prescribed by the bidder with approval of the Department.
- s. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.
- t. Guards should have undergone proper training on all security related issues, should be decent and well behaved. They should be sincere, disciplined, courteous and punctual. Any act of misdemeanor or misconduct in the part of the guards will lead to penalty/security forfeiture.
- u. Guards should be trained to undertake preventive firefighting operations in the event of commencement of fire with the available firefighting equipment's installed in the office premise of the Department to the extent possible with the said appliances.

- v. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Department.
- w. **Education Qualification:** The security guards to be deployed by the firm must have passed at least class 10th and must have working knowledge of Assamese/Hindi/English. The peon boys should be atleast Class 12th pass, have knowledge of operating computers and must have working knowledge of Assamese/Hindi/English. The security firm shall have to maintain registers as required by the Organization from time to time at their own cost. The firm shall submit copies of the discharge certificates and proof of educational qualification of the security guards at the time of execution of agreement and get them verified by the Department before deploying the security guards. The document shall also be verified for any change in the security guards.

B. Housekeeping & Multi-Tasking Services

- a. Following are the requirement of manpower for House Keeping & Multi-Tasking service with minimum educational qualification of class 8th pass for housekeeping and 10th pass for Multi-tasking staff, with age not more than 50 years.

Number of staffs required	Monthly/ daily basis
<i>4 no's MTS</i>	<i>Monthly basis</i>
<i>2 no's Cleaner</i>	<i>Monthly basis</i>
<i>1 no Electrician</i>	<i>As and when required on daily basis</i>
<i>1 no Plumber</i>	<i>As and when required on daily basis</i>

However, if society requires additional manpower for the above positions, the bidder should provide the additional manpower at the same rate quoted in the financial bid with the same terms & conditions mentioned in the tender document.

- b. Daily cleaning and wet mopping of office, toilets, bathrooms and sweeping of common area and corridors. Special care has to be taken for cleaning of carpet and wooden flooring. The cleaning of the office rooms should be completed before 8.30am on all working days.
- c. Daily collection of waste from office and dumping in the designated dustbins.
- d. Placing sanitary cubes, air purifier, naphthalene balls, liquid soap etc., whenever needed or every week.
- e. Blockage in toilets, waste water lines or storm water pipes should be attended as directed without any delay.
- f. Dusting of all items of office, classrooms and laboratories (wooden, steel and upholstered), fixtures, partition walls, doors, windows, notice boards, flower vases and art objects provided in all the places daily.

- g. Daily spraying the freshener in the office room.
- h. Cleaning of all the toilets, urinals, washbasins and sinks of the AHIDMS premises, in every two hours during office hours or as & when it is found dirty.
- i. Removal of cobweb periodically, if necessary, from all the office rooms, corridors, staircases, common spaces of the AHIDMS Campus.
- j. Weekly cleaning of all the fans, electrical fittings in office, classrooms and laboratory.
- k. Weekly cleaning internally of all the windows as well as the glass partitions within the AHIDMS premises.
- l. In addition to the above any other work related to housekeeping/cleaning as directed by the AHIDMS official should be carried out
- m. The agency selected shall have to make arrangements for all cleaning equipment, cleaning agents/ chemicals etc. as required for executing the work. AHIDMS shall not be liable for incurring any additional financial liability for the same. The price quoted should be done considering the cost of materials as well.
- n. AHIDMS will not provide any accommodation and transportation facilities for housekeeping personnel. The Agency shall make its own accommodation arrangement for the housekeeping personnel posted at AHIDMS.
- o. The Agency shall ensure that the personnel engaged on duty doesn't report for duty under the influence of liquor or any other intoxicating substances. He shall ensure that he conducts himself in a proper and orderly manner at all times, while on assignments under the contract resulting from this tender and any lapse in this regard leads to termination of contract without any notice in this regard and decision will be final and binding on contractor.
- p. Playing cards/ gambling /smoking or chewing tobacco are totally forbidden inside the AHIDMS campus premises. Any personnel deployed found violating these rules will be liable for termination of his services forth with and the party shall arrange the replacement with immediate effect.
- q. The contractor within 10 days from the award of contract should notify to In-charge, AHIDMS the list of the security and housekeeping personnel deployed for work at AHIDMS. The contractor should also inform in writing about the change in the employment of any of his staff members, at least 3 days in advance before the date of deployment in the office.

20. Amendment to tender document:

- a. At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

- b. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

21. Special conditions of Contracts:

- a. In case in the opening of bid, the office happens to be a holiday or non-working day, bandh etc for an unforeseen incident, then the opening of the bid shall be opened on next working day.
- b. The rate once quoted will be final and no request for change/alteration thereto will be entertained thereafter. The rate should be quoted in both Figures and words inclusive of other ancillary expenses. GST/Tax etc. if any, should be shown separately.
- c. Rates quoted will be valid 1 (one) year. The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.
- d. The tender which do not fulfill all the terms and conditions of the tender notice will summarily be rejected without any reference to the tenderer and no correspondence will be entertained in this regard.
- e. All pages of the tender documents together with terms and conditions and the documents enclosed with the tender shall be signed by the tenderer or his authorized signatory.

22. Payment Terms:

- a) After successful completion of the months' work, the contractor/ Executing Agency shall make payment to the staffs engaged as per norms and then raise bill, in triplicate, at the end of the calendar month with all the relevant documents. The bill should be accompanied by the documentary evidence from PF and ESI Authorities regarding deposit of individual PF and ESI against the names (with account numbers) of personnel deployed for the above work along with a copy of acquittance Roll including their relevant account numbers/ bank details as proof of transfer of money to the staffs. The staffs are to be paid irrespective of the receipt of bills by the Agency/Contractor from the Department.
- b) The contractor must ensure that the wages are paid in due time failing which the contract will automatically stand cancelled.
- c) Wages and allowances as admissible under the relevant laws have to be paid to the engaged personnel by the 7th day of the next month.
- d) The Agency/Contractor shall ensure that the payment of wages to the labours engaged shall not be less than the minimum wages notified by the Centre/State Government of Assam. The minimum wages paid shall be higher of the above stated notified rates as revised from time to time.
- e) Income Tax and all other statutory taxes in force or that may be applicable will be

deducted at source from the bills submitted by the contractor.

- f) Payment to the workers shall be made through their respective bank accounts.
- g) Deduction on account of absence from duty or non-replacement of personnel's will be made from their monthly bills.
- h) Payment to the Agency/contractor shall be subject to availability of fund.
- i) The wages of 26-man days will be considered as payment for one month for Multi-Tasking and Housekeeping Staff.

23. Fraud and Corruption:

The bidders & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Organization, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bid process or in execution of a contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

24. Annulment of Award, Forfeiture of Security Deposit & Fresh Award:

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bidder.

SECTION- III

PROFORMA FOR TECHNICAL PART

SL. No.	Particulars	
1.	Name of Tendering Company/Firm/ Agency/ Individual	
2.	Nature of the Concern (i.e, Sole Proprietor Or partnership firm or a company)	
3.	Full Address of Office of the Company/Firm/Agency/Individual a. Telephone/Mobile No b. Fax No. (if any) c. E-Mail Address	
4.	Registration of firm/company.	
5.	Experience certificate issued by Central/State Government/Public Sector companies for the last Three years.	
6.	PAN card of firm/company/individual.	
7.	IT-Return filed for the last three financial years.	
8.	Turnover Certificate duly sealed and signed by competent Chartered Accountant.	
9.	An up-to date Affidavit of Non-Blacklisting on Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary, competent legal authority.	
10.	Goods and Service Tax (GST) registration of certificate from competent authority.	
11.	GST Return copy for the FY 2020-21 & 2021-22	
12.	Up-to date trade licence.	
13.	Registration under the Private Security Agency (Regulation) Act, 2005	
14.	Upto date License for operating a Private Security Agency (PSA) at Guwahati	
15.	Upto date License order as per Contract Labour (R&A) Act 1970	
16.	Attested copy of last submitted return under PF and ESIC	
17.	EMD/Bid Security Details of Rs 20,000/-	

I/We hereby declare that the information furnished above is true and correct.

Place:

Signature of Bidder/Authorized Signatory
with seal of the firm

Date :

Name of the Bidder _____

**SECTION- IV
FINANCIAL BID**

1. The BOQ format is given below:

Tender Inviting Authority: Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), Assam					
Name of work: Manpower Outsourcing Service at AHIDMS					
Tender Notice No. JICA/PMU/Manpower Hiring/37/2022/ dated 23.02.2023					
Name of the Bidder/Bidding Firm/Company:					
PRICE SCHEDULE					
Sl. No.	Item Description	Qty	Unit	Rate per month per staff inclusive of Minimum wages, EPF, ESIC, Contractor's profit etc but excluding GST & other taxes	Total Amount inclusive of Minimum wages, EPF, ESIC, Contractor's profit etc but excluding GST & other taxes
1	2	3	4	5	6= 5 x 3
A	Supply of Security Guard – 4 No's (2no's for day shift and 2 no's for night shift) (for 12 months)	48 (4x12)	Months		
B	Supply of MTS - 4 No's (for 12 months)	48 (4x12)	Months		
C	Supply of Housekeeping staff/ Cleaner- 2 nos. (for 12 months)	24 (2x12)	Months		
D	Supply of Electrician- 1 No	2	Months		
E	Supply of Plumber- 1 no	2	Months		
Total=					

I/We have read and understood the tender for Hiring of Private Security Services, Multi-Tasking Staff & Housekeeping Services vide No. _____ dtd. ___ / ___ /2023 and other documents issued by you, we hereby quote the rates (Excluding of all taxes) as under for Security Services & Housekeeping Services as detailed in Section – II sub clause: 2

Place:

Signature of Bidder/Authorized Signatory
with seal of the firm

Date :

Name of the Bidder _____

ANNEXURE – A

BID FORM

To
Project Director, AHIDMS
4th Floor, Nayantara Super Market Building
Six- Mile, Guwahati-781022
Tender No:

Date: ___ / ___ /2023

Sir,

Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide un-armed security guards/ peon/ Housekeeping Staff in the premise/building of the AHIDMS as mentioned below in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.

Quantity of manpower requirement is detailed below:

Number of personnel's required	Location
4 No's of Security Guard (2 no's for Day shift & 2 no's for night shift)	4 th Floor (AHIDMS)
4 No's MTS	4 th Floor (AHIDMS)
2 No's of Housekeeping Staff/ Cleaner	4 th Floor (AHIDMS)
1 No of Electrician	4 th Floor (AHIDMS)
1 No of Plumber	4 th Floor (AHIDMS)

1. We undertake, to enter into agreement within 1 (one) week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
2. If our Bid is accepted, we will obtain the bank gurantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
3. We agree to abide by this Bid for a period of 60 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.
4. 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.
5. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration/ or replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. O/o Project Director, AHIDMS, Assam reserves the right to cancel the tender without assigning any reasons thereof.
8. O/o Project Director, AHIDMS, Assam reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Dated this Day of.....2023

Signature of _____

In capacity of _____

Duly authorized to sign the bid for and on behalf of _____

Signature _____

ANNEXURE – B

Similar Service Execution Details

Tender No:

Sl.	Name of the Service	Year	Period of Contract	Value	Name and full address of the Client/Govt. Organization
	1	2	3	4	5
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

(Please use additional sheets if required)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE – C

UNDERTAKING ON FRAUD & CORRUPTION (for bidder)

Wedo hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for under tender reference no..... we shall strictly observe the terms and conditions against fraud and corruption in force in the country.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

ANNEXURE – D

AGREEMENT

This agreement is made on this _____ day of 2023 between _____ (here in after called the agency whose term includes its successor and assignees) who's registered office at _____

_____ and acting through its authorized official Mr./Ms/Mrs. _____ and Project Director, AHIDMS, Assam.

The validity of this contract agreement will be for a period of one year from the Day of..... Month of year..... This agreement can be terminated at any time on giving a written notice of one month from either side, provided the Department shall have the option to renew this agreement on mutually agreed terms and conditions for a further period from the date of expiry thereof.

Now, these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Agency shall comply with all the terms and conditions of the tender document which are integral parts of this agreement and also the following.
2. The Agency shall deposit an amount of Rs (Rupees Only) within 10 days of signing of the agreement, in the form of bank guarantee from any Indian scheduled bank in favour of Assam Health Infrastructure Development & Management Society, Assam. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall be responsible for the security & Cleaning/Maintenance of the entire premises of the Department including the building, structure, movable and immovable properties throughout the period of contract. The Agency and its staff shall take necessary action as may be directed by the Department to prevent theft, pilferage, burglary, loss or damage to any of the Department's property inside or outside or connected with or meant for the office given to them specifically for guarding.
4. The Agency shall provide the number of Security, MTS & Housekeeping personnel as desired and required by the Department from time to time on hire basis. However, the security & Housekeeping personnel deployed shall be in the service of the Agency and shall not be deemed to be employee of the Department in any manner.
5. The bidder would specify one among the 7 (Seven) security personnel engaged as the Supervisor, who would confirm to the norms of being selected as a supervisor in accordance with Private Security Services (Regulation) Act 2005.
6. The Department shall be free to ask the Agency to withdraw any particular staff and any number of security guards without disclosing any reason for the same. The Agency has agreed to change any of its guard/guards/staff as and when demanded by the Department.
7. The Agency shall provide additional security, MTS & Housekeeping personnel to the Department, if required, on a short notice of seven days, the cost of which shall be worked

out at the rate of per guard settled in the agreement.

8. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.
9. Guards should wear the uniform having Logo affixed /stitched /fabricated, while on duty, as prescribed by the Agency with approval of the Department. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone. The guards must report to duty strictly for specified hours (8/10 Hr) in each shift, seven days a week as per the roster or duty schedule to be prepared in this regard. This shall exclude the half hour food/lunch break, turn by turn.
10. Guards should have undergone proper training on all security related issues, should be decent and well behaved. They should be sincere, disciplined, courteous and punctual. Any act of misdemeanor or misconduct in the part of the guards will lead to penalty/security forfeiture. Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese, Hindi and English.
11. The Agency shall be responsible for all losses/damages to the Department's property put under their charge or to the property specifically entrusted by the Department, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the security personnel which will be made good by the Agency as specified by the Department. The decision of the Department in this regard shall be final and binding on the Agency provided that the Department shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.
12. Opening of office doors/locks during morning hours for cleaning and closing the windows/window panes/ doors and putting the locks after office hours shall be the responsibility of the security personnel on duty. The security guards shall ensure that all the lights/fans and other electric equipment's are switched off after the staff has left.
13. A log sheet, specifying daily reporting and relieving time of security guards shall be maintained for each guard. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
14. Guards should be trained to undertake preventive firefighting operations in the event of commencement of fire with the available firefighting equipment's installed in the office premise of the Department to the extent possible with the said appliances.
15. Once the Guard has been allotted a spot/site he shall remain in the same position till he/she is shifted.
16. Replacement of security Guard, MTS & Housekeeping Personnel should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Department.
17. In case of security guard remaining absent from duty, a substitute shall be provided by the bidder immediately failure to do so would impose penalty. Penalty may also be levied for late reporting / non-reporting of guards as stipulated below.

The penalty for some of the defaults is as under:-

Sl no	Nature of default	Penalty (In Rs)
1	Late Reporting	Rs 100/- per day
2	Non reporting	Rs. 500/- per day
3	Refusal of duties	Rs. 500/- per instance
4	Non-observation of dress-code	Rs. 100/- per instance
5	Change of security guards without prior permission	Rs. 500/- per instance

18. The security & Housekeeping personnel shall not indulge in any criminal activities/malpractices, alcohol or substance abuse or undesirable acts. In such cases they will be dealt with under the provision of law and the Agency shall be fully responsible for it.
19. The Agency shall continue to be responsible for the Security, MTS & Housekeeping personnel in respect of the terms and conditions of their services, insurance, payments, P.F., gratuity, attendance, medical care, disciplinary matters etc of such security guards and other such persons who shall remain fully under the administrative control, financial control and supervision of the agency. The Department shall be the sole authority in respect of nature of the duties to be entrusted to and the manner of performance of their duties exclusively for the purposes of this agreement. The security personnel shall at no time be treated as employees of the Department.
20. The bills of the services rendered shall be accepted in the first week of the following month and the payment will be made through RTGS/NEFT or Bank Transfer on submission of the bill at the Department on fulfilling all terms and conditions on this agreement. Department would deduct Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.
21. In consideration of the obligations undertaken by the Agency under this agreement, the Department shall pay to the Agency charges on the basis of number of duties and category of such personnel actually engaged by the Agency for the effective operation of this agreement based on the quotations/terms. The charges to be paid forhours of duty per day per security guard for one month shall be Rsas per quotation and the charges to be paid forhours of duty per day per Housekeeping staff for one month shall be Rs.....as per quotation. This amount is inclusive of Service Tax, Income Tax and any other Government Tax.

Signed _____

Signed _____

For and on behalf of the Project Director,

For and on behalf of the Agency

AHIDMS, Assam

Name(caps) _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

ANNEXURE – E
Tender checklist Sheet for Bidders

Sl. No.	Documents	Yes/No
1.	Non-refundable Court Fee Stamp of Rs. 8.25 (Rupees eight and paise twenty five)	
2.	Bid Form (Annexure – I) filled	
3.	Experience Record (Annexure – II) filled	
4.	Undertaking on Fraud & Corruption (Annexure-III) filled	
5.	Self-Attested copy of Registration of firm/company.	
6.	Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for the last Three years.	
7.	Self-attested copy of PAN card of firm/company/individual.	
8.	Self-attested copy of the IT-Return filed for the last three financial years.	
9.	Turnover Certificate duly sealed and signed by competent Chartered Accountant.	
10.	An up-to date Affidavit of Non-Blacklisting on Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary, competent legal authority.	
11.	Self-attested copy of Goods and Service Tax (GST) registration of certificate from competent authority.	
12.	Self-attested copy GST Return copy for the FY 2020-21 &2021-22	
13.	Self-attested copy of up-to date trade license.	
14.	Self-attested copy of Registration under the Private Security Agency (Regulation) Act, 2005	
15.	Upto Self attested copy of License for operating a Private Security Agency (PSA) at Guwahati	
16.	Upto Self attested copy of valid License order as per Contract Labour (R&A) Act 1970	
17.	Attested copy of last submitted return under PF and ESIC	
18	EMD/ Bid Security of Rs. 20,000/-	

-----END OF TENDER DOCUMENT -----