



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3876107  
Dated/दिनांक : 25-08-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-09-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-09-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Assam
Department Name/विभाग का नाम	General Administration Department Assam
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	2nd Floor A Block Janata Bhawan Dispur
Item Category/मद केटेगरी	Facility Management Service - Outcome Based
Contract Period/अनुबंध अवधि	2 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	19200000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	50000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	2.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Joint Secretary  
2nd Floor A Block Janata Bhawan Dispur, General Administration Department Assam, N/A,  
(Bimal Deka)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Geographic Presence in states:** Assam

**Details of the premise:** [1692964539.pdf](#)

**Scope of work:** [1692964563.pdf](#)

**Facility Management Service - Outcome Based ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cleaning & Sanitation
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Facility Management Service - Outcome Based ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Laundry Services
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Facility Management Service - Outcome Based ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Housekeeping

Specification	Values
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Regular work of Guest House/ Hostel (Hospitality) (such as porter services, lift man, etc.)
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

**Facility Management Service - Outcome Based ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Cooking and catering
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Facility Management Service - Outcome Based ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Housekeeping
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Waste Management
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Facility Management Service - Outcome Based ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality

Specification	Values
Type of services required	Horticulture Services
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Gardening
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

**Facility Management Service - Outcome Based ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Horticulture Services
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Landscape
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Facility Management Service - Outcome Based ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Premises	Hospitality
Type of services required	Pest Control Service
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	General Pest Control
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total area in sq. ft	Additional Requirement/अतिरिक्त आवश्यकता
1	Bubul Lekharu	781006,2nd Floor A Block Janata Bhawan Dispur	1	<ul style="list-style-type: none"> <li>No. of months within the contract period : 24</li> </ul>

### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration



## 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### Terms and Conditions

1. The resources proposed to be engaged should have sufficient experience for a minimum period of **3 years**.
2. The resources proposed to be engaged shall be of good moral character and without any criminal record.
3. The resources propose to be engaged shall wear proper uniform/attire and shall maintain proper health and hygiene.
4. In case of absence of duty, by any resource engaged, the firm shall provide substitute immediately, the same day without any gap.
5. Punctuality is to be strictly observed.
6. Late attendance/ early leaving without permission will not be permitted. Proportionate deduction from wages will be made for late attendance & early leaving.
7. No helper will be provided for any work.
8. State Guest House No. 1, Koinadhora will not pay any charges other than the rates approved as mentioned in the work order.
9. The agency shall be responsible for quality of resources deployed and carrying out their police verification.
10. The agency shall ensure that they are totally safe, reliable and trustworthy.
11. The resources engaged shall always behave in a polite and courteous manner with the VVIPs/ VIPs/Officers/ Guests.
12. The agency shall conduct structured refresher training programme. At any point of time, State Guest House No. 1, Koinadhora may demand that the resources need to be trained: it shall be incumbent upon the agency to comply with within a reasonable time.
13. The agency shall ensure that resources engaged undergo an annual health check-up for ensuring their fitness.
14. The agency shall not replace any resources at random. This shall be done with the prior approval of the General Administration Department, Government of Assam and full particulars of the personnel so deployed shall be given to the General Administration Department, Government of Assam.
15. This notice- inviting tender is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this notice inviting tender and preparation and submission of a response and the subsequent receipt and evaluation of response by the office of General Administration Department, Government of Assam, does not commit office to award a contract to any bidder, even if all of the requirements stated in the notice inviting tender are met.
16. If a bidder is selected, the bidder must be able to provide qualified resources **within 7 days** after the award of contract. After successful completion of the bidding, successful bidder shall have to enter into to service agreement with General Administration Department, Government of Assam, State Guest House No. 1, Koinadhora, Guwahati as per conditions of the tender document.
17. A **performance Security** Deposit shall be deposited by the successful bidder at the time of signing of the Agreement. The security deposit shall be in the form of Bank fixed deposit in favour of **Joint Secretary to the Govt. of Assam, General Administration Department**.
18. The contract shall initially be valid for a period of one year from the date of signing of the agreement and may be extended further on a yearly basis subject to satisfactory performance, on the same terms & conditions for a maximum period of 3 years. Similarly, if there is any exigency to increase specific number of resources of specific category, the same will be provided at the proportionate cost.
19. The office of the General Administration Department, Government of Assam may modify these requirements in whole or in part and / or seek additional bidders to submit bids or may take any

other decision for deciding the bid in more transparent way and for better administrative decisions.

20. The Firm/Company/ agency shall be responsible for making all payments to resources including wages, leaves etc in accordance with the provisions of relevant labour laws and for strict observance and compliance of all relevant other applicable laws under the Minimum Wages Act, Industrial Disputes Act, Contract Labour (Regulation & Abolition) Act, Employees State Insurance Act, Employee Provident Fund Act, Payment of Gratuity Act, Payment of Bonus Act, Workmen Compensation Act, and or/ any other statutory obligations including any financial liability or the obligation to maintain registers and/or records under the said Acts and the framed there under. The Government of Assam will have no liability whatsoever in this regard.
21. The Firm/Company/ Entrepreneur shall deal with and settle the matters related with unions and shall make sure that no labour disputes/ problems are referred to any office of Assam Government. The Firm/company/ agency at all times should indemnify the office of the General Administration Department, Government of Assam, against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employers Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time. The office of the General Administration Department, Government of Assam or any other office of Government of Assam will not own any responsibility in this regard.
22. The Firm/company/ agency will pay remuneration to the resources deployed as per rules in force and Government of Assam shall not be responsible for any payment to the resources of the Firm/company/ agency.
23. The Firm/company/ agency shall be responsible for securing a **Third-Party Insurance Policy** to protect and cover all types of accident and injuries to any person while working with State Guest House No. 1, Koinadhora. The Govt. of Assam shall not be liable for any accident/ injuries to any person engaged by the agency within the premises or outside of the State Guest House No. 1, Koinadhora arising out of the acts done by the Firm/company/ agency or his staff. The Firm/company/ agency should ensure the Health & Safety measures of the resources engaged. The Firm/company/ agency shall furnish medical fitness certificate for all the resources issued by Registered Medical Practitioner periodically once in 6 months and every time a new resource person is deployed.
24. The resources engaged by Firm/company/ agency workers will have to be verified by the Police. No person having adverse antecedents should be permitted to be deployed.
25. The Firm/company/ agency shall maintain a shift wise daily attendance register in which the arrival and departure of each of resources engaged will be recorded. This register shall be open to inspection by the officials of State Guest House No. 1, Koinadhora authorized by the General Administration Department, Government of Assam and Liaison Officer looking after establishment matter.
26. The manpower so employed by the Firm/company/ agency should not move around or loiter about in places other than their assigned workplaces nor approach to Guests by the employees of the Firm/company/ agency for personal favours will lead to immediate removal of such resources.
27. The Government of Assam would not in any manner be responsible for any act of omission or commission of the resources engaged by the Firm/company/ agency and no claim in this respect will lie against the State Government including any eventuality resulting in any mishap.
28. If any loss to the movable or immovable property of State Guest House No. 1, Koinadhora occurs due to the negligence, connivance, omission, or commission of any act by a resource person or guard, the same will be deducted from the bills of the Firm/company/agency after providing an opportunity for a hearing.
29. Unattended belongings of the guests should be reported at the reception of State Guest House No. 1, Koinadhora.
30. Firm/company/ agency, as when called upon by the General Administration Department, Government of Assam, shall make himself available.
31. The Firm/company/ agency may need to provide additional manpower during the visit of VVIPs on short notice on pro-rata payment basis as per the requirement of the State Government.
32. Any items handed over to the Firm/company/ agency by the State Guest House No. 1, Koinadhora shall be accounted for and the Firm/company/ agency would be responsible for safe handing

over of these to the State Guest House No. 1, Koinadhora at any point of time and whenever the Contract becomes terminable. The items shall be handed over to a responsible officer of the State Guest House No. 1, Koinadhora.

**33. Frequent changes of resources engaged should be avoided.**

34. The change of resources should be informed at least 3 days in advance to the concerned officials at the office of General Administration Department. In case of **breach** of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be **forfeited** by the office of General Administration Department, Government of Assam besides annulment of the contract and any other action as deemed fit.

35. The office of General Administration Department, Government of Assam, reserves the right to withdraw/relax any of the terms and conditions mentioned above and/or issue any fresh instruction so as to overcome any problem that may arise at a larger stage. Also, the information submitted by the tenderers can be verified by the General Administration Department, Government of Assam to decide the tender.

36. Apart from the scope of the work as per their job profile, resources so engaged have to be punctual, dedicated and ready to serve as most of the guests staying in State Guest House No. 1, Koinadhora are VVIPs/VIPs and senior officers and other dignitaries of Government of Assam.

37. **The Department may consider bidders other than L1**, if the Department feels and convince that the services of bidders other than L1 will be better in all respect.

38. To check the quality of services, officers from the General Administration Department, Government of Assam may verify the remuneration & other benefits offered to the resource persons by the firm/agency. Any discrepancies noticed at any point of time during the contract period will be treated as violation of the contract agreement which may lead to termination of agreement.

39. The performance of the selected firm/ company/ agency will be **reviewed on a quarterly basis**. If any dissatisfaction or adverse comments are found regarding the services provided by the firm, the General Administration Department reserves the right to annul the contract or take any other action deemed appropriate.

40. **The L1 bidder will be decided on the basis of rates of facility management services only**, as per Part A of the financial bid and rates quoted by L1 bidder for all six items of food and beverages will be subject to scrutiny and negotiations by GAD. The food Menu list is enclosed in the Additional terms and conditions.

41. The proposed nos. of human resource :-

Nature of Services	Proposed No.
Manager	1
Chef	1
Catering personnel	<i>As per requirement</i>
House Keeping	3
Room Service	3
Safai Karmachari	2

**42. Quotation for Food and Beverages to be served in the Guest Houses:**

Breakfast		Coffee		Tea & Biscuits		Hi-Tea, Option 1 & 2		Lunch		Dinner	
Item	Price	Item	Price	Item	Price	Item	Price	Item	Price	Item	Price

**Suggested Menu Pattern:**

<b>Breakfast Menu Pattern</b>	
Indian Hot	2
Continental Hot	2
South Indian Hot	2

Fruits/Juice	4
Cereals	3
Morning Bakery	3
Condiments	6
Dessert	2

<b>Tea &amp; Coffee</b>	
Tea	1
Coffee	1
Cookies	2
Tea Cake	1
Assamese Snacks (Laru & Pitha)	2

<b>Hi-Tea, Option 1</b>	
Tea	1
Coffee	1
Cookies	2
Tea Cake	1
Assamese Snacks (Laru & Pitha)	2
Snacks	2
Dessert	1

<b>Hi-Tea, Option 2</b>	
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Assorted Soft Beverage	2
Tea	1
Coffee	1
Cookies	2
Tea Cake	1
Assamese Snacks (Laru & Pitha)	2
Vegetable Snacks	3
Non Vegetable Snacks	2
Dessert	2
<b>Lunch Menu Pattern</b>	
Vegetable Soup	1
Non-Vegetable Soup	1
Vegetable Salad	3
Non-Vegetable Salad	1
Mains - Vegetable	3
Mains - Non Vegetable	3
Dal	1
Rice - Steamed	1
Rice - Compound	1
Condiments	Assorted
Breads	Assorted
Dessert	3
<b>Dinner Menu Pattern</b>	
Vegetable Starter	2

Non-Vegetable Starter	2
Vegetable Soup	1
Non-Vegetable Soup	1
Vegetable Salad	3
Non-Vegetable Salad	1
Mains - Vegetable	3
Mains - Non Vegetable	3
Dal	1
Rice - Steamed	1
Rice - Compound	1
Condiments	Assorted
Breads	Assorted
Dessert	3

**(There may be minor changes in the menu looking at the requirement of VVIPs.)**

43. The firm/ company/ agency will quote total facility requirement rates for State Guest House No. 1 at Koinadhora, Guwahati.

44. Exemption of EMD will **not** be granted to MSMEs.

### **Payment Clause**

1. Payment will be made on a **monthly basis** starting from the succeeding month of this Contract becoming into force upon submission of the bills in triplicate
2. Payment of the bill will be based on standardized invoices. The concerned officer looking after establishment matter & Sr. Financial Advisor as authorized by the General Administration Department, Government of Assam, may verify the authenticity of the bills and for this purpose they may request to provide additional information from the service provider or any other person/office.
3. The Firm/company/ agency shall be solely responsible for making all statutory subscriptions/ payments/ contribution related to be submitted every time with the bill

stating that all the persons engaged have been paid their dues EPF/ESI as per rules.

4. **No advance payment** will be made.
5. TDS/GST is recoverable as per rules in force from each claim.

### **Penalty Clause**

1. A penalty of Rs.5,000/- (Rupees Five thousand only) for each instance of deficiency in service may imposed upon the Firm/company/ agency by the Liaison Officer after recording reasons. However, this will not be any binding for taking any other legal action against firm/company/agency.
2. The appeal against the order of the concerned officer and Sr. Financial Advisor shall lie with the General Administration Department, Government of Assam.

### **Termination Clause**

3. In case of persistent default or unsatisfactory service or breach or infringement of any of the Terms and Conditions of the Agreement executed, the General Administration Department, Government of Assam reserves the right to terminate the Contract and the Performance Security Deposit may be forfeited in such cases. Also, any other action may be taken as deemed fit for these violations.
4. The contract may also be terminated by either party by giving one month's notice.
5. The Performance Security Deposit submitted by the successful firm/company/ agency will remain deposited as security deposit during the period of contract, and any charge on the firm/company/ agency may be adjusted against the Security Deposit.

### **Arbitration Clause**

6. Any claims, dispute and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of or relating to this contract including terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator or to be appointed by the office of the General Administration Department, Government of Assam in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Guwahati and the decision of the arbitrator shall be final and binding on the parties.
7. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in **Guwahati**.

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**