

A. Scope of Work**Cleaning**

1. Cleaning and dusting of the office area, all its furniture, fixtures, equipment and accessories on all days of the Government of Assam.
2. Cleaning, sweeping and mopping of all the floors including the driveway, cabins, lobbies, passage areas within the Business Premises and any other areas specified with quality detergents and cleaning material.
3. Cleaning of ashtrays wherever provided and waste paper baskets and disposal of all the collected refuse at selected site..
4. Sweeping, mopping and cleaning of pantry and cafeteria floors sinks, platforms and all toilets with the utmost hygiene.
5. Regularly checking and cleaning of all toilets every half-hour to ensure they are absolutely dry / clean and odourless at all times throughout working hours / off working hours.
6. Dusting and cleaning of all mirrors and taps with damp and dry dusters.
7. Scrubbing of all toilets and tiles of washbasin counters.
8. Appropriate use of Deodorants, Toiletries, Harpic disinfectants etc. ensuring high standards in all toilets.
9. Providing all the required consumables, materials, products and machinery to perform the above.
10. The Service Provider will ensure that its employees rendering service are adequately equipped with all equipment and tools necessary to render the Services.
11. Vacuuming of all carpets, upholstery and other items requiring vacuum cleaning.
12. Scrubbing and cleaning of all the hard floor of the office areas.
13. Disinfecting all telephone sets.
14. Cleaning and dusting of partitions of workstation.
15. Cleaning / washing of all foot mats.
16. Thoroughly cleaning all misc. items i.e. firefighting, accessories, fixtures, plant boxes, notice boards, paintings etc
17. Providing all required consumables, materials, products and machinery to perform the

above.

18. There shall be a regular scheduled / unscheduled audit of services.

Pest Control

1. General Pest control treatment will be carried out at entire internal premises.
2. The Pest Control Chemicals and medication will be administered by a licensed service provider only.
3. The chemical and medication required to be used must be approved by service provider.

Horticulture

1. Daily maintenance of plants.
2. Watering.
3. Removal of weeds.
4. Adding manure and insecticide.
5. Replacement of dry and dead plants .

Food, Beverage & Catering

- a. The Service Provider should deliver professional good quality catering services for which they must engage experienced cooks and other manpower. The catering will inter alia, include morning tea/coffee, breakfast, lunch, evening tea/coffee, snacks and dinner, cold drinks and other non-alcoholic beverages.
- b. The catering has to be provided in a common dining hall as well as in rooms as per the requirement of the guests.
- c. The Service Provider will look to the catering needs of the guests as per the order received from the guests. They should use high-quality standard ingredients for cooking. The eatables served by the Service Provider to the guests shall be of high quality and completely hygienic. Raw materials like tea, coffee, masala, refined oil, ghee and eatables like bread, jam, eggs etc. to be served to the guests shall be fresh and of premium quality.
- d. The food and beverages to be provided will be according to the standard menu and the rates mentioned in financial bid and as revised with the approval of the authority.
- e. The Service Provider will provide utensils and all Food & Beverage requirements etc. at said premises as per the requirement.
- f. The rates for food and beverages will be subject to negotiation with L1 bidder.

B. Eligibility Criteria

1. Firm/ company/ agency shall be a duly constituted, registered body as required under Law.
2. Bidder should be at least 4 star hotel functional in Guwahati Metro Development Area.

3. The Firm/ company/ agency should also be registered with the income tax department and possess PAN/ TAN / GSTN number. They should also be registered with any other authorities as mandated by the law.
4. The Firm/company/ agency shall have an experience of providing outsourced manpower for minimum of last **2 years** in State Guest house / Central Government/ PSUs. Agencies with more than **2 years of experience** would receive more weightage in technical bid evaluation.
5. The Firm/company/ agency minimum of **5 years of experience** in hospitality service within housekeeping, as well as food & beverage production and service. Agencies with more than **5 years of experience** would get more weightage in technical bid evaluation.
6. The Firm/company/ agency shall have the experience of providing Hospitality services to State Guests/ VVIPs/ VIPs for a minimum of **last 2 years**.
7. The Firm/company/ agency shall possess a **minimum of 4-star rating** certified by HRACC, Ministry of Tourism, Govt. of India, or any other recognized agency responsible for such ratings.
8. The Firm/company/ agency should have registered office or one of its branch offices of manpower agency located either in Guwahati or in any of the towns within the State of Assam.
9. Experience certificate is required in respect of previous work orders/ agreement and satisfactory completion or on-going work certificates/ testimonials from the employers.
10. The average annual turnover in preceding three completed financial year of the aforesaid Firm/company/ agency should be not less than **Rs. 5 Crore (Rupees Five Crore Only)** per annum as per the audited balance sheet. The last audited balance sheet shall be 2022-23.
11. The Firm/company/ agency should have EPF registration and should have filed return in at least **last three years** for minimum **100 numbers of resources**. The details should be submitted along with the tender paper.
12. All work orders should be supported by the contact details of their clients i.e. name and address of the client, contact person, mobile, telephone numbers so that the experience documents can be verified independently.
13. The party shall have to submit an undertaking stating all the following four conditions.

- a. They have not been convicted by a court of law
- b. No criminal case is pending against them.
- c. They have not been blacklisted by any government department/ PSU/ agency.
- d. No work order was cancelled prematurely because of quality of services rendered by them to the employer or any other default on behalf of service provider in last three years.

C. 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.

17. 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.
18. A **performance Security Deposit of Rs. 2.00 lakhs (two lakhs)** 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**.
19. 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.
20. 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.
21. 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.
22. 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 medication 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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. Unattended belongings of the guests should be reported at the reception of State Guest House No. 1, Koinadhora.
32. Firm/company/ agency, as when called upon by the General Administration Department, Government of Assam, shall make himself available.
33. 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.
34. 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.
35. **Frequent changes of resources engaged should be avoided.**
36. The change of resources should be informed at least 3 days in advance to the concerned officials at the office of General Administration Department.

37. 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.
38. 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.
39. 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.
40. **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.
41. 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.
42. 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.
43. **The L1 bidder will be decided on the basis of rates of facility management services only** , as per Part A of the financial bid (per month rate) and rates quoted by L1 bidder for all six items of food and beverages will be subject to scrutiny and negotiations by GAD.
44. *The firm/ company/ agency will quote facility requirement rates for State Guest House No. 1 at Koinadhora, Guwahati as-*

Name of Guest House	Facility requirement rate
State Guest House No. 1, Koinadhora	

D. 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.

E. 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.

F. Termination Clause

1. 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.
2. The contract may also be terminated by either party by giving one month's notice.
3. 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.

G. Arbitration Clause

1. 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 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.
2. 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**.

H. Submission of Proposal

- a. For bidding, two bid system (**through GeM Portal**), will be followed:
 - **A** The technical bid with EMD of **Rs. 50,000/- (Rupees Fifty Thousand Only)** should be marked as "ENGAGEMENT OUTSOURCE AGENCY FOR FACILITY MANAGEMENT AND CATERING SERVICES INCLUDING FOODS AND BEVERAGES" (**Annexure – I**).
 - **B** The Financial Bid should be marked as "FINANCIAL BID FOR ENGAGEMENT

OUTSOURCE AGENCY FOR FACILITY MANAGEMENT AND CATERING SERVICES INCLUDING FOODS AND BEVERAGES” (Annexure – II).

- b. The bidders are required to quote a lump sum amount per resource inclusive of all prevailing taxes and fees including service tax, uniform etc. for providing services of outsourced manpower. Though this rate shall not include the service charge by the firm / company / entrepreneur for providing the services to this office, which will be quoted separately.
- c. The bid should be quoted in figures as well as in words separately. There should be no cutting on this rate quoted so.
- d. If there is any increase in the minimum wages after signing the agreement and after first payment then that net incremental amount in minimum wage per resource will be enhanced by this office.
- e. The bidders are required to pay an earnest money deposit of **Rs. 50,000/- (Rupees Fifty Thousand Only)** in the form of demand draft in favour of **Joint Secretary to the Govt. of Assam, General Administration Department** payable at **Guwahati** along with the tender documents.
- f. Financials bids will not be opened in respect of unqualified Technical bids.
- g. A scanned copy of the D.D for EMD must be uploaded along with the technical proposal. Any proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.
- h. The EMD paid by the unsuccessful bidders shall be refunded to them without interest, after the award of work is finalized by the office of the General Administration Department, Government of Assam or after the date of expiry of validity of the offer, unless the validity of the offer is extended by mutual consent.
- i. It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect of the execution of work / services covered under these documents and specifications. Intending Bidders shall visit the site and make themselves thoroughly acquainted with its local site conditions. It is suggested to the bidders to conduct a demographic study to identify the local utility areas (communication and transport condition, effective labour required to be involved and other features) which will help the bidders to consider all such factors during estimation for performing services as indicated in this Bid document.
- j. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the bids. No financial adjustments arising thereof shall be permitted by the General Administration Department, Government of Assam which are based on lack of such clear information. Further, no claim for the financial adjustments to the contract awarded will be entertained by the office of the General Administration Department, Government of Assam.
- k. Bids by firm / company/ entrepreneur must be signed with the legal name of the Firm / company / agency by the Director / Managing Director in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney shall be furnished with the Bid.
- l. Proposals submitted by the bidders and containing vague and indefinite expressions such a “subject to availability” etc. will not be entertained. Full responsibility is to be accepted by the bidder.
- m. Bidders are advised in their own interest to ensure that the proposals are submitted at the GeM Portal well before the closing date and time of Bid (Proposal) submission. Any bid received after deadline for submission may be rejected or returned unopened.
- n. The bid shall be kept valid for a period of **one hundred twenty (120) days** from the stipulated last date of submission of bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the bidder withdraws, modifies or changes his offer during the bid validity period, the earnest Money deposit paid by him shall be forfeited without assigning any reason thereof.
- o. The office of the General Administration Department, Government of Assam, reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision. The whole work may be split between two or more Service Providers or accepted in part and not entirely, if considered expedient by the General Administration

Department, Government of Assam.

- p. Tenders are liable to be rejected in case of any particulars / prescribed informed is either missing, found incorrect in any respect and / or if the prescribed conditions are not fulfilled.
- q. Canvassing in connection with the tender is strictly prohibited and proposals submitted by bidders who resort to canvassing will be liable to rejection.
- r. Evaluation of proposals shall be at the sole discretion of the office of General Administration Department, Government of Assam and no suggestion and/or communication shall be entertained in this regard. The office the General Administration Department, Government of Assam reserves the right to reject or accept and to annul the bidding process and reject all the bids at any time prior to the award of contract, without thereby incurring any liability to be affected bidders or any obligation to inform the affected bidders of the ground for action.
- s. The office of General Administration Department, Government of Assam reserves the right to call for additional information/clarification from the bidders / or to verify the information given by tenderer.
- t. The cost of preparing the bids, presentation contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the General Administration Department, Government of Assam.
- u. The quoted rate which is less than prevalent minimum wages prescribed by the Govt. of Assam are liable to be rejected.

J. Service Agreement

After finalization, the successful firm / company / agency would be invited to execute the Service Agreement with the General Administration Department, Government of Assam. This agreement will have, apart from other, the specific conditions also.