

# **REQUEST FOR QUOTATION**

**FOR HIRING HOUSEKEEPING AND PRIVATE SECURITY SERVICES  
FOR THE STRATEGIC INTERNATIONAL PARTNERSHIP CENTRE (SIPC)**

ISSUED BY

**STATE PROJECT DIRECTOR,  
ARIAS SOCIETY  
Agriculture Complex, Khanapara,  
G.S. Road, Guwahati-781022**

**CONTENTS**

SECTION I .....3-4  
    REQUEST FOR QUOTATION .....3-4  
SECTION II .....5  
    BID FORM .....5  
SECTION III .....6  
    BIDDER'S PROFILE .....6  
SECTION IV .....7-12  
    INSTRUCTIONS TO BIDDERS .....7-12  
SECTION V .....13-14  
    GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT .....13-14  
SECTION VI .....15  
    SPECIAL CONDITIONS OF CONTRACT .....15  
SECTION VII .....16-18  
    AGREEMENT FOR HOUSEKEEPING AND PRIVATE SECURITY SERVICES.....16-18  
SECTION VIII .....19  
    HIRE ORDER .....19  
SECTION - IX .....20  
    FINANCIAL BID .....20  
APPENDIX -1 .....21  
    EXPERIENCE CERTIFICATION .....21  
APPENDIX 2 .....22  
    BANK GUARANTEE FOR PERFORMANCE SECURITY .....22

**World Bank financed**  
**Assam Agribusiness & Rural Transformation Project (APART)**  
**Assam Rural Infrastructure and Agricultural Services (ARIAS) Society**  
*(An Autonomous Body of the Government of Assam)*

**REQUEST FOR QUOTATION (RFQ)**  
**For hiring Housekeeping and Private Security Services**  
**for the Strategic International Partnership Centre (SIPC)**

RFQ No. ARIAS/APART/338/2018/Pt/33

Dated Guwahati the 10<sup>th</sup> July, 2019

The SPD, ARIAS Society invites sealed quotations from reputed Licensed Private Security & Housekeeping Agency for providing one unarmed Security Guard cum Office Helper & one Toilet cum Office Cleaner for the Strategic International Partnership Centre (SIPC) office at Sixmile, Guwahati under APART. Further details may be seen in the RFQ available at the url- <http://www.arias.in/procurements.html>. Interested registered Companies/Firms/Organizations may submit their quotations in **English language** to the following address on or before **22<sup>nd</sup> July, 2019 by 14.30 hours**. Information may also be obtained from the address given below from 11.00 am to 04.00 pm (IST) on all working days.

**The State Project Director, ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022**  
**(Assam)Tel: 0361-2332125; website: [www.arias.in](http://www.arias.in); Email: [spd@arias.in](mailto:spd@arias.in)**

Sd/-  
State Project Director,  
ARIAS Society

## SECTION I

### ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Coordination Unit (PCU) of the World Bank financed

Assam Agribusiness & Rural Transformation Project (APART)

Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Tel: +91 361-2332125; email: spd@arias.in ; website: www.arias.in

No: ARIAS/APART/338/2018/Pt/33-A

Dated 10<sup>th</sup> July, 2019

### REQUEST FOR QUOTATION (RFQ)

#### Detailed Procurement Notice

1. The Government of Assam (GoA) through the Government of India (GoI) has received financing from the World Bank towards the cost of 'Assam Agribusiness and Rural Transformation Project (APART)' and intends to apply part of the proceeds of this credit to eligible payments under the contract, for which this Request for Quotation (RFQ) is issued. The ARIAS Society now invites sealed Quotations from reputed Licensed Private Security & Housekeeping Agency for providing one Toilet Cum Office Cleaner & one Security Guard (Unarmed) Cum Office Helper for the Strategic International Partnership Centre (SIPC) office at Sixmile, Guwahati as shown below:

Sl. No.	Type of Services	Quantity
1	<b>Housekeeping</b>	
	Toilet Cum Office Cleaner with Cleaning Materials	01 no.
2	<b>Security</b>	
	Security Guard (Unarmed) Cum Office Helper	01 no.

2. The RFQ Document is attached to this Procurement notice and it includes documents to facilitate preparation and submission of quotations, criteria for qualification, evaluation procedure, award of contract and relevant forms to be filled by bidders. The Procurement notice along with the RFQ may be seen at the url <http://www.arias.in/procurements.html>.
3. The Quotation containing the Technical Part and Financial Part shall be submitted in a sealed envelope addressed to "**The State Project Director, ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam)**" on or before **14.30 hours on 22<sup>nd</sup> July'2019**.
4. The Quotations will be opened on the same day, i.e., **22<sup>nd</sup> July, 2019 at 14.40 hours** in presence of the bidders or their representatives who choose to attend at the office of the undersigned. The sealed envelope should be superscribed as "Quotation for Housekeeping and Private Security Services for the Strategic International Partnership Centre (SIPC); *Not to be opened before 22<sup>nd</sup> July, 2019 at 14.40 hours*". If the office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
5. The SPD, ARIAS Society shall not be held liable for any delay in the receipt of Quotations. A Bidder requiring any clarification of the RFQ document may visit the office for the same. No hard copy of the RFQ will be provided by the office to the bidder.

Sd/-  
State Project Director,  
ARIAS Society

**SECTION II**  
**BID FORM**

To,  
The State Project Director,  
ARIAS Society, Khanapara, G. S. Road,  
Guwahati-781022, Assam

Dated this ..... day of ..... 2019.

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide housekeeping and security services in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within 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.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum as mentioned in tender document for due performance of the Contract.
4. We agree to abide by this Bid document for a period of one year from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature of

In capacity of

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

Witness.....

Address.....

Signature.....

**SECTION III**  
**BIDDER'S PROFILE**

**General:**

1. Name of the Bidder:
2. Address of the Bidder:
3. Telephone numbers with STD code (O), Mobile number& Fax number :
4. Detail of License for Private Security agency (registered under applicable laws of India):
5. Detail of License for operating housekeeping and security service in Guwahati:
6. Name of Proprietor/Partners/Directors :
7. Bidder's bank, its address and his current account number :

I/We hereby declare that the information furnished above is true and correct. I am also attaching the copies of license/authorization documents claimed hereunder.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

## SECTION IV

### INSTRUCTIONS TO BIDDERS

The State Project Director, ARIAS Society, Assam would be referred in the document as the Employer and the individual/bidder participating in the bid would be referred as bidder.

#### **A. SERVICES TO BE PROVIDED**

##### **1. Housekeeping:**

- 1.1 The staff deputed should be provided with appropriate safety gear like gloves, aprons, shoes, masks, etc., besides the required tools & tackles, materials, etc., to enable them to do their assigned tasks, safely & efficiently.
- 1.2 The housekeeping staff would be of minimum 18 years and maximum of 45 years of age.
- 1.3 Cleaning, dusting, Sweeping, Mopping and disinfecting of floors, wooden work and wooden floor, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conference rooms, office rooms, cabins, workstations, staircases, reception etc.)
- 1.4 Cleaning of dustbins, wastepaper baskets, cob-webs, etc., and disposing-off of all the collected refuse at designated site on a daily basis at the required frequency.
- 1.5 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, equipment, accessories etc., and cleaning of all window panes, blinds, screens and grills, etc.
- 1.6 Spraying room fresheners in all rooms, on a daily basis at regular intervals.
- 1.7 Scrubbing/cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.,
- 1.8 Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brushing thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restocking toiletries which include liquid hand soap, toilet rolls, hand towel, air fresheners, sanitary cubes, naphthalene balls etc.
- 1.9 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, nameplates, pots, potted plants, doormats etc.,
- 1.10 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
- 1.11 Check and remove dust or any such object from anywhere in area covered under the contract.
- 1.12 The frequency of cleaning & checking the cleanliness should be done based on the actual requirement of various areas covered to ensure absolute cleanliness, covering 12 hours of the day on all the working days.
- 1.13 The Staff should wear the uniform, while on duty, prescribed by the bidder with approval of the Employer.
- 1.14 The Agency shall issue ID Cards to the staff that will be deployed with the employer.
- 1.15 For better management and smooth services, Toilets Checklists are to be attached on the back of the toilet door. It is to be filled up by the contractor's personnel on a daily basis.
- 1.16 The Department shall not provide any cleaning material/machine/equipment for the cleaning work. All cleaning material/machine/equipment shall be brought by the Agency.
- 1.17 The price of items for cleaning used by each cleaner should be inclusive of the price quoted per person.

1.18 The Agency shall use standard cleaning materials of reputed brands only.

1.19 Department shall inspect brand quality of cleaning materials being used by the Agency.

## 2. **Security:**

2.1 The bidder would deploy an unarmed security guard in the office premises of the Strategic International Partnership Centre (SIPC) and would be available during the office working hours.

2.2 The security Guard would be of minimum 18 years and maximum of 45 years of age.

2.3 Security Guard provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese and atleast able to read Hindi and English.

2.4 The bidder and its security Guard shall take necessary action as may be directed by the Employer to prevent theft, pilferage, burglary, loss or damage to any of the employer's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.

2.5 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 guard shall ensure that all the lights/fans and other electric equipment are switched off after the staff has left.

2.6 A log sheet, specifying daily reporting and relieving time of security guard shall be maintained for the guard. The bidder should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.

2.7 The Guard should wear the uniform, while on duty, prescribed by the bidder with approval of the Employer.

2.8 The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.

2.9 The Guard should have undergone proper training on all security related issues, should be decent and well behaved.

2.10 The Guard should be trained to undertake preventive firefighting operations in the event of commencement of fire with the available firefighting equipment installed in the office premise of the Department to the extent possible with the said appliances.

2.11 Replacement of the security guard should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the employer.

2.12 The security guard shall be able to perform additional duties like photocopy, sorting, stapling /filing of documents, records keeping, retrieving of files, deliver items to other campus departments and other miscellaneous job-related duties as and when required.

3. **Period of contract:** Under normal circumstances the contract shall be valid for a period of three (03) years form date of issue of work order. The period may be extended further if mutually agreed between the employer and the selected bidder based on performance of the bidder.

4. **Reporting Place:** The Strategic International Partnership Centre (SIPC), 5<sup>th</sup> Floor, Nayantara Building, Sixmile, Guwahati-781036. Intending bidders may visit the place of work for assuring the nature and volume of work before quoting the rates realistically.

## 5. **Penalties :**

In case of housekeeping staff/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 staff 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 staff/ security guard without prior permission	Rs. 500/- per day

**B. Eligibility Qualifications:**

This invitation to submit quotations to the Request for Quotations (RFQ) issued is open to those bidders who meet the following eligibility criteria. Documents to be submitted to testify eligibility are also listed.

Sl. No.	Eligibility Conditions	Documentary proof to be submitted
1	Date of establishment of the Agency	Proof of incorporation/inception of the Agency
2	Labour License	Copy of the Labour License to be enclosed
3	GST Registration	Copy of GST Registration Certificate to be enclosed
4	Pan Card	Self-attested copy of the Pan Card to be enclosed.
5	The agency should be a registered security agency under the applicable laws of India.	License issued under the Act.
6	The Agency must have a valid license for operating a Private Security Agency (PSA) at Guwahati.	Valid PSA License
7	The Agency must have a valid license for operating a Housekeeping Agency at Guwahati.	Valid license
8	Average annual turnover for the last three financial years should be not less than Rs. 9.00Lakh per year.	Audited statement by Chartered Accountant for the Financial Years: 1) 2016-17, 2) 2017-18 and 3) 2018-19.
9	The Agency should have at least 3 years of experience in providing manpower to Government Departments/PSUs/Reputed Private Organization, etc. proof of which should be enclosed with the Technical Bid. (As format given in Appendix-1)	Work Order issued by Govt. Department/PSU/Reputed Private Organization.
10	The bidder should not have ever 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.	Declaration of same on the Letter Head of Firm.
11	The Agency must quote the salary proposed to be paid to the staff as per minimum wages notified by the State Government.	Affidavit declaring that the salaries paid to the staff shall not be less than stipulated under Minimum Wages Act and he/she shall comply with all statutory requirements connected thereto.
12	Bidder's bank, its address and current account number:	Photocopy of the bank details.

**C. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The State project Director, ARIAS Society in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.

**D. Bid Document:**

Bid document is in two parts (a) Technical bid and (b) Financial Bid. The submission of Bids by interested Bidders in response to the RFQ should be submitted in a common sealed cover with the Technical and Financial Bid enclosed therein in two separate envelopes.

The **Technical bid** shall consist of:

- a. Request for Quotations (RFQ).
- b. Instructions to bidders.
- c. General condition (Commercial) of the contract.
- d. Special conditions of contract.
- e. Bid Form given at Section II.
- f. Eligibility documents cited at Section B.

The **Financial bid** consists of:

- a. Rate Schedule

The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid. Late/delayed tenders due to any reason, whatsoever will not be accepted or considered at all under any circumstances.

A prospective bidder requiring any clarification on the Bid document shall notify the authority in writing. The Department shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

**E. Amendment to Bid document:**

At any time prior to the deadline for submission of Proposal, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment/Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the employer may, in its sole discretion, extend the last date of submission.

**F. Bid Form:**

The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule as per Financial bid.

**G. Bid Price:**

- i. The bidder shall quote as per price schedule given in financial bid for one (01) toilet cum office cleaner with cleaning materials & one (01) Security guard (Unarmed) Cum Office helper.
- ii. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

- iii. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- iv. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone.
- v. The liability on account of P.F., gratuity, insurance, medical and other dues of the security guard would, solely and wholly, be the responsibility of the contractor and the department will not bear any liability apart from the hiring charges.
- vi. The Agency shall quote the salary proposed to be paid to the guard/cleaner as per minimum wages notified by the State Government.
- vii. The financial bid would be inclusive of GST. Employer would deduct Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.

**H. Submission of bids:**

- i. The bid document shall be signed by the bidder in all the pages with official seal.
- ii. The bids should be addressed to the Department and deposited in tender box or sent by courier/speed /regd. Post on or before 14:30 hrs of due date.
- iii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iv. Method of preparation of bid.
  - a. Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the envelope	Contents of the Envelope
First	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender
Second	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether "Technical bid" OR "Financial bid" must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The Bids that are not submitted in above mentioned manner should be summarily rejected.

All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:-

**TENDER FOR HOUSEKEEPING AND SECURITY SERVICES FOR SIPC**

"NOT TO OPEN BEFORE (DUE DATE OF TENDER)"

(Tender no.....)

- i. All envelopes (2 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- ii. All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.
- b. The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

**I. Bid opening:**

The bids (both Technical & Financial bid) shall be opened in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

**J. Bid Evaluation:**

- i. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause B.
- ii. The Department shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- iii. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid will be rejected if it is determined as substantially non-responsive.
- iv. The Employer does not bind itself to accept the lowest bidder and reserves the right to reject any or all the Quotations without assigning any reason.

**K. Award of Contract:**

The Employer shall award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price. The bidder shall within 7 days of issue of letter of intention, give his acceptance along with performance security in given format at Appendix 2.

**L. Right to vary quantities:**

The Employer reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

**M. Signing of Contract:**

Signing of Agreement shall constitute the award of hiring contract on the bidder.

**N. Period of validity of bids:**

The bid shall remain valid for one year after the date of opening of bids. A bid valid for a shorter period shall be rejected by the employer as non-responsive. A bidder accepting the request of the employer for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

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

**1. Application:**

1.1 Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the employer.

**2. Performance Security:**

2.1 The successful bidder shall be required to deposit an amount equivalent to 3% of the offered price within 7 days of conveying the employer's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 3 (three) years.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in Appendix 2 of the bid document.

2.3 Performance Security will be discharged after completion of bidder's performance obligations under the contract.

2.4 If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the employer to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

**3. Execution Time Limit:**

3.1 The time period as stipulated in the contract or letter of intention shall be deemed to be essence of the contract.

**4. Payment Terms:**

4.1 Monthly bills shall be submitted in duplicate to the authority specified in contract along with duty slips duly signed by the user.

4.2 No advance shall be made to the Agency on any account.

**5. Termination of Contract:**

5.1 The Department without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- If the bidder fails to provide required services within the period(s) specified in the contract or any extension thereof granted by the Employer.
- If the service of the staffs engaged by the Agency is not up to the mark or to the satisfaction of the Department, the contract will be liable to be terminated on issuance of one month's notice by the Department.
- If the bidder fails to perform any other obligation (s) under the contract.

5.2 Department may without prejudice, to other rights under law or the contract provided get the hiring of housekeeping and private security services done at the risk and cost of the bidder, in above circumstances.

**6. Termination for insolvency:**

6.1 The Employer may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **7. Force Majeure:**

7.1 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 event 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 employer as to whether the supplies have been so resumed or not shall be final and conclusive, 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 30 days either party may, at his option terminate the contract.

## **8. Dispute Settlement:**

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement) between the two parties, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

8.2 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

8.3 The venue of arbitration shall be Guwahati, Assam.

## **9. Set Off:**

9.1 Any sum of money due and payable to the successful bidder (including security deposit refundable to him) under this contract may be appropriated by the employer and set off the same against any claim of the employer for payment of a sum of money arising out of this contract or under any other contract made by bidder with the employer.

## **SECTION VI**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section V and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section V.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with State Project Director, ARIAS Society.
4. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The engagement and employment of security guard/housekeeping staff and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
6. Attendance report (time of arrival/departure) of the staff deployed by the Agency shall be maintained by the authorized person of the office every day. It is also binding for the House Keeping /Security guard staff to put regular attendance at the time of entry and exit from office.
7. The name and complete addresses of the staff provided by the Agency to the Department shall be furnished by the Agency.
8. The Agency shall not be permitted to transfer/assign its rights and obligations under the Contract to any other agency/organization/contractor.
9. The Agency shall be responsible for all losses/damages to the Employer's property put under their charge or to the property specifically entrusted by the employer, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the housekeeping/security personnel which will be made good by the Agency as specified by the employer. The decision of the Employer in this regard shall be final and binding on the Agency provided that the employer shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.
10. In case of failure of the Agency to commence work or in the event of breach of any of the terms of the Contract, the Performance Security of the Agency may be forfeited. The Department, after cancellation of the Contract, gets the work done through any other Agency for the remaining term of the Contract at the risk and costs of the Agency.

## SECTION VII

### AGREEMENT FOR HOUSEKEEPING AND PRIVATE SECURITY SERVICES

This agreement is made on this \_\_\_\_\_ day of 2019 between M/s \_\_\_\_\_ (herein after called the Housekeeping and Security Agency or Agency whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Shri.....and between Shri. \_\_\_\_\_, State Project Director, ARIAS Society, Assam.

The validity of this contract agreement will be for a period of one year from .....day of... Month of year ..... to .....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 employer 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 7 days of receiving the employer's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 3 (three) years. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the State project Director, ARIAS Society 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 staff deputed for housekeeping should be provided with appropriate safety gear like gloves, aprons, shoes, masks, etc., besides the required tools & tackles, materials, etc., to enable them to do their assigned tasks, safely & efficiently.
4. The housekeeping staff deployed would be of minimum 18 years and maximum of 45 years of age.
5. The scope of work shall include but not limited to
  - 5.1 Cleaning, dusting, Sweeping, Mopping and disinfecting of floors, wooden work and wooden floor, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conference rooms, office rooms, cabins, workstations, staircases, reception etc.)
  - 5.2 Cleaning of dustbins, wastepaper baskets, cob-webs, etc., and disposing-off of all the collected refuse at designated site on a daily basis at the required frequency.
  - 5.3 Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, equipments, accessories etc., and cleaning of all window panes, blinds, screens and grills, etc.
  - 5.4 Spraying room fresheners in all rooms, on a daily basis at regular intervals.
  - 5.5 Scrubbing/cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.,
  - 5.6 Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brushing thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restocking toiletries which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls etc.
  - 5.7 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipments, nameplates, pots, potted plants, doormats etc.,
  - 5.8 Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
  - 5.9 Check and remove dust or any such object from anywhere in area covered under the contract.



6. The frequency of cleaning & checking the cleanliness should be done based on the actual requirement of various areas covered to ensure absolute cleanliness, covering 12 hours of the day on all the working days.
7. The Staff should wear the uniform, while on duty, prescribed by the bidder with approval of the Employer.
8. The Agency shall issue ID Cards to the staff that will be deployed with the employer.
9. For better management and smooth services, Toilets Checklists are to be attached on the back of the toilet door. It is to be filled up by the contractor's personnel on a daily basis.
10. The bidder would deploy an un-armed security guard in the office premises of the Strategic International Partnership Centre (SIPC) and would be available during the office working hours.
11. The security Guard would be of minimum 18 years and maximum of 45 years of age.
12. Security Guard provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese and atleast able to read Hindi and English.
13. The bidder and its security Guard shall take necessary action as may be directed by the Employer to prevent theft, pilferage, burglary, loss or damage to any of the employer's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.
14. 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 guard shall ensure that all the lights/fans and other electric equipment are switched off after the staff has left.
15. A log sheet, specifying daily reporting and relieving time of security guard shall be maintained for the guard. The bidder should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
16. The Guard should wear the uniform, while on duty, prescribed by the bidder with approval of the Employer.
17. The Agency shall issue ID Cards to the Security Guards who will be deployed with the Department.
18. The Guard should have undergone proper training on all security related issues, should be decent and well behaved.
19. The Guard should be trained to undertake preventive firefighting operations in the event of commencement of fire with the available firefighting equipment installed in the office premise of the Department to the extent possible with the said appliances.
20. Replacement of the security guard should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the employer.
21. The security guard shall be able to perform additional duties like photocopy, sorting, stapling /filing of documents, records keeping, retrieving of files, deliver items to other campus departments and other miscellaneous job-related duties when required.
22. The Agency shall provide the number of housekeeping and Security personnel as desired and required by the employer from time to time on hire basis. However, the security personnel deployed shall be in the service of the Agency and shall not be deemed to be employee of the ARIAS Society in any manner.
23. The State Project Director, ARIAS Society shall be free to ask the Agency to withdraw any particular Staff/Guard without disclosing any reason for the same. The Agency has agreed to change any of its Staff/guard as and when demanded by the State Project Director, ARIAS Society.
24. The Agency shall be responsible for all losses/damages to the employer's property put under their charge or to the property specifically entrusted by the employer, 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 Employer. The decision of the employer in this regard shall be final and binding on the Agency provided that the employer shall afford to the Agency an opportunity of being heard to represent its case before such final decision is taken.

25. A log sheet, specifying daily reporting and relieving time of Housekeeping staff/ security guard shall be maintained for each one. The Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
26. Accommodation shall not be provided to the staff/ security guard by the employer. The Agency shall have to arrange for the personnel, if required.
27. In case of staff/ 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 day
4	Non-observation of dress-code	Rs. 100/- per day
5	Change of staff/ security guard without prior permission	Rs. 500/- per day

28. The Housekeeping and security 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.
29. The Agency shall continue to be responsible for the housekeeping and security personnel in respect of the terms and conditions of their services, insurance, payments, P.F., gratuity, attendance, medical care, disciplinary matters etc of such personnel and other such persons who shall remain fully under the administrative control, financial control and supervision of the agency. The state project Director, ARIAS Society 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 housekeeping staff and the security personnel shall at no time be treated as employees of the Department.
30. 21. The bills of the services rendered shall be accepted in the first week of the following month and the payment will be made to the Agency within ten days of submission of the bill at the Department on fulfilling all terms and conditions on this agreement. Department would deduct GST, Income Tax and any other Government Tax (as applicable) at source at the time of release of payment.
31. 22. 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 security personnel actually engaged by the Agency for the effective operation of this agreement based on the quotations/terms. The charges to be paid for .....hours of duty per day per security guard for one month shall be Rs....as per quotation. This amount is inclusive of Service Tax, Income Tax and any other Government Tax.

Signed \_\_\_\_\_  
 For and on behalf of the ARIAS Society, Assam  
 Name (caps) \_\_\_\_\_  
 Position \_\_\_\_\_  
 Date \_\_\_\_\_  
 In the presence of Witnesses  
 1.  
 2.

Signed \_\_\_\_\_  
 For and on behalf of the Agency  
 Name (caps) \_\_\_\_\_  
 Position \_\_\_\_\_  
 Date \_\_\_\_\_  
 In the presence of Witnesses  
 1.  
 2.

**SECTION VIII**

**HIRE ORDER**

This document is subject to the terms of the Agreement for hiring Housekeeping & Private Security Services for SIPC.

Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (the hired Agency) and \_\_\_\_\_, the Authority (the State Project Director, ARIAS Society)

**Order details**

Office of State Project Director, ARIAS Society's order number \_\_\_\_\_

Agency's reference \_\_\_\_\_

Name of hiring office \_\_\_\_\_

Designation of authority hiring \_\_\_\_\_

Delivery address \_\_\_\_\_

Detail of the Security Guards Deployed:

1. Name:
2. Full Address:
3. Copy of identity card: (a) Voter Card/Pan Card/ Ration Card/Passport  
(b) Identity card issued by the Agency

Signed .....

Name (caps).....

Position: State Project Director, ARIAS Society, Assam

Date: .....

**SECTION - IX**  
**FINANCIAL BID**

Sl. No.	Type of Services	Unit	Quantity	Rate of Housekeeping Staff with Cleaning Materials & Security Guard	Amount (In Rs.)	GST		Total Amount (In Rs.) (All inclusive)
						(In %)	(In Rs.)	
1	Toilet Cum office Cleaner including the cost of cleaning material* to be used per month.	Nos.	1					
2	Security guard (Unarmed) Cum Office helper	Nos.	1					
<b>Total Amount (in Rs.)</b>								
<b>( Amount in Words)</b>								

(\*e.g. Room and bathroom freshener, naphthalene balls, washing soap, liquid soap, hand towel, liquid detergent to clean floors & toilets etc.)

(Note: Lowest bidder shall be decided on the amount quoted exclusive of GST and other taxes as applicable)

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of the Bidder-----

Name of the Bidder-----

**APPENDIX -I**

**EXPERIENCE CERTIFICATION**

Last 3 (three) years of experience in providing housekeeping and security services to any Government or reputed Private Organizations in Assam.

<b>Detail of experience in similar type of contract</b>						
<b>Sl. No.</b>	<b>Year of work</b>	<b>Description of work undertaken</b>	<b>Name &amp; Address of the Agency that awarded the work</b>	<b>Value of the Work (in Rs.)</b>	<b>Date of work order</b>	<b>Date of Completion of Work</b>
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	2016-17					
2	2017-18					
3	2018-19					

This is to certify that the information contained in the table above are true and correct. Allotment order/copy of agreement is enclosed.

**Name of the Applicant:**

**Signature of Applicant:**

**Date:**

**Seal of Applicant:**

**APPENDIX -II**  
**PERFORMANCE BANK GUARANTEE**  
**(To be given from a nationalized or scheduled bank in India)**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Agency] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. \_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of \_\_\_\_\_ [amount of guarantee]1 \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This unconditional and irrevocable Bank Guarantee shall be effectively valid from \_\_\_\_\_ to \_\_\_\_\_.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_