

SPMU/NRC/House Keeping/37/2014/1

Dated Dispur, the 17th October, 2014

TENDER NOTICE FOR HIRING OF HOUSEKEEPING SERVICES
FOR THE OFFICE OF THE STATE COORDINATOR, NATIONAL REGISTRATION (NRC),
POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI- 06

ISSUED BY
POLITICAL DEPARTMENT, GOVERNMENT OF ASSAM

SECTION I

GOVERNMENT OF ASSAM
OFFICE OF THE COMMISSIONER & SECRETARY, POLITICAL DEPARTMENT &
STATE COORDINATOR, NRC, GOVERNMENT OF ASSAM,
ASSAM SECRETARIAT, CM'S BLOCK, GUWAHATI-06

Tender no: SPMU/NRC/Housekeeping/37/2014/1

Dispur Dated the 17th October, 2014

Sealed quotations are hereby invited affixing court fee stamp worth Rs. 8.25 (Rs. Eight and Twenty five Paise) only/- from reputed Agencies for providing 3 (three) nos. of Housekeeping Staff for the office of the State Coordinator, National Registration (NRC), Assam in Guwahati. The period of contract will be for 12 months (November 2014 to October 2015) and may be reduced or extended at the discretion of the Department. The contract will be effective after signing of agreement with the Department.

- Schedule to the invitation of Tender:

1	Date of issue of Bid Document	1030 hrs. of 18/10/2014
2	Time and last date of depositing tender/bid	1400 hrs. of 07/11/2014
3	Time and date of opening of Qualifying Bid	1500 hrs. of 07/11/2014
4	Place of opening Tender	O/o the State Coordinator, NRC, CM's Block, Assam Secretariat, Guwahati

- Service to be provided:

Sl. No.	Service	Duration of Contract
1	Providing House Keeping staff and Cleaning materials.	12 months (may be reduced or extended) from the date of award of contract by the Department.

- Security Deposit: The Agency shall furnish as part of its Tender Bid an Earnest Money Deposit of **Rs. 5,000/- (Rupees Five Thousand)** only in the form of a Demand Draft/Banker's Cheque issued by any Nationalized Bank in India in favour of Commissioner & Secretary, Political Department payable at Guwahati with validity for 180 days from the date of issue of Tender Document. The Security Deposit will be returned to unsuccessful Bidder within 30 (thirty) days from date of finalization of order. The Earnest Money Deposit of the selected Bidder shall be returned upon the Bidder signing the Agreement.
- Intending eligible Bidders may obtain Bid Document from the Office of the State Coordinator, NRC, Political Department, Assam Secretariat, CM's Block, Guwahati-06 on

payment of **Rs.250/- (Rs. Two Hundred and Fifty)** only which is non refundable in the form of Demand Draft or Banker's Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur with minimum 90 days validity from the date of issue of the Tender Document. The document can also be downloaded from the Official Website of the Department (www.online.assam.gov.in). In case of a downloaded form, the Bidder shall pay the fee of Rs. 250/- (Rupees Two Hundred and Fifty Only) along with its Bidding document in the form of a Demand Draft/Banker's Cheque drawn on any Nationalized Bank in India in favour of Commissioner & Secretary, Political Department and payable at Guwahati.

Sd/-

Commissioner & Secretary, Political Department, &
State Coordinator of National Registration
(NRC), Govt of Assam

SECTION II
BID FORM

To,

Commissioner & Secretary, Political Department &
State Coordinator of National Registration (NRC)
CM's Block, Assam Secretariat, Guwahati-06

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to provide 3 (three) nos. of manpower for Housekeeping purpose with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Tender 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 Tender Bid is accepted, we will obtain the guarantees of a Nationalized Bank for a sum as mentioned in Tender Document for due performance of the Contract.
4. We agree to abide by this Tender Bid document for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Tender Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Tender 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.

Dated this day of 2014.

Signature of:.....

In capacity of:.....

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

Witness.....

Address.....

Signature.....

SECTION III
BIDDER'S PROFILE

1. Name of the Agency:
2. Address of the Agency:
3. Telephone numbers-
 - a. Landline (with code):
 - b. Mobile number:
 - c. Fax no.:
4. Date of establishment of the Agency (Proof of incorporation/inception of the Agency):
5. PAN Card Number :
6. Service Tax registration number :
7. Details of Registration with Labour Commissioner for supply of manpower :
8. Any other relevant information:

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
SCOPE OF WORK

1. Providing 3 (three) nos. of manpower for the purpose of Housekeeping Services at the office of the State Coordinator, National Registration (NRC), Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005. The number can be increased or decreased as per requirement.
2. The job shall be carried out in the following premises:

Sl. No.	Name of the building & location	Approximate Surface Area (in sq. ft.)
1.	Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005.	
2.	First Floor	3290 sq. ft.
3.	Second Floor	6580 sq. ft.
	Total	9870 sq. ft.

3. The cleaning of office building shall include but not limited to:

Sl. No.	Description of Works	Periodicity
1.	Washing of Toilets, Wash Basins, Removal of waste papers, Cleaning of waste basket.	Twice daily
2.	Dusting/Sweeping of Entrance areas, Lift, Staircase, Railings, Floors, Window glass panes, Notice boards, Tables, Chairs, Computers, Conference Hall, Curtains, Sofas, Furniture, Telephone, Dusting of racks, Book shelves, canteen, dining areas etc.	Once daily
3.	Providing room and bathroom freshener, naphthalene balls, washing soap, liquid soap, liquid detergent to clean floors & toilets, spraying of room freshener, etc.	Once daily

The essential House Keeping works shall start at 8.00 A.M. and will complete by 10.00 A.M. so that the office is clean by the time the office starts for the day.

4. Duty Hours shall be from 8 A.M. to 4 P.M (with a break of half an hour for lunch). Duty hours may, however, be changed by the Department.

SECTION V
TERMS AND CONDITIONS

1. Sealed tenders must be submitted in an envelope duly super scribing “Tender for House Keeping Services for the Office of the State Coordinator, National Registration (NRC), Assam, Political Department, Assam Secretariat, Dispur – 06”.
2. Unsealed/unsigned Tender Document shall not be considered for evaluation. Quotation without Earnest Money Deposit shall be summarily rejected.
3. Late/delayed tenders due to any reason, whatsoever will not be accepted or considered at all under any circumstances.
4. Intending bidders may visit the place of work for assuring the nature and volume of work before quoting the rates realistically.
5. The rate should be mentioned in figures as well as in words exclusive of taxes and levies in the financial bid document. The taxes and other levies, if any, should be indicated separately.
6. In normal circumstances, the period of contract shall be for a period of 12 months subject to satisfactory performance of the Agency. The Department reserves the right to terminate the contract by giving one month’s notice and without assigning any reason thereof.
7. 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.
8. The price of items for cleaning used by each cleaner should be inclusive of the price quoted per person.
9. The Agency shall use standard cleaning materials of reputed brands only.
10. Department shall inspect brand quality of cleaning materials being used by the Agency.
11. 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 staff to put regular attendance at the time of entry and exit from office.
12. All statutory requirements regarding employment including payment of minimum wages to the House Keeping staff shall be strictly complied with by the hired Agency. Any default and consequences shall be the liability of the Agency.
13. The staff engaged by the Agency shall not cause any hindrance to functioning of officers while cleaning the premises.
14. The Agency shall be responsible for checking the character and antecedents of the staff deployed to the Department. Cost of any item, if proved to have been stolen by any of the House keeping staff shall be deducted from the monthly bill of the Agency.
15. The name and complete addresses of the staff provided by the Agency to the Department shall be furnished by the Agency.
16. The Agency shall not replace House Keeping staff at random. This shall be done with prior knowledge of the Department or of the authorized officer of the Department. In the event of change of staff, full particulars of the new staff so deployed shall be given to the Department or to the authorized officer of the Department.
17. The staff shall be bound to observe all the directions issued by the Department or the authorized officer concerning general discipline and behaviour. In case any staff employed by the Agency is inefficient, quarrelsome, or indulges in unlawful activity or the like, penalty shall be imposed on the Agency as per Section VIII. The Agency shall replace such staff immediately.

18. If such incidence occurs again, the Contract with the Agency is liable for termination.
19. The House Keeping staff deployed by the Agency shall be the staff of the Agency. The Agency shall bear all expenses in connection with the employment of the staff as per Wage Act/Labour rules, etc., applicable for deployment of such staff. The Department shall not be responsible financially or otherwise for any reason whatsoever.
20. The Agency shall not be permitted to transfer/assign its rights and obligations under the Contract to any other agency/organization/contractor.
21. 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, get the work done through any other Agency for the remaining term of the Contract at the risk and costs of the Agency.
22. The Technical and Financial Bids will be opened separately. The Agency who qualifies in Technical Bid will be eligible for opening of Financial Bid.

SECTION VI
ELIGIBILITY CONDITIONS

The interested Agency should meet the following criteria to be eligible for participating in the bid.

Sl. No.	ELIGIBILITY CONDITION	DOCUMENTS TO BE SUBMITTED
1	Submission of Earnest Money Deposit	The Applicant shall furnish as part of its Proposal, a Security Deposit of Rs. 5,000/- (Rupees Five Thousand) only in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized Banks in India in favour of Commissioner & Secretary, Political Department payable at Guwahati with validity for 180 days from the date of issue of Tender Document. The Security Deposit will be returned to unsuccessful Applicants within 30 (Thirty) days from date of finalization of order. The Security Deposit of the selected Applicant shall be returned upon the Applicant signing the Agreement.
2	Date of establishment of the Agency	Proof of incorporation/inception of the Agency
3	Average annual turnover for the last three financial years should be not less than 1 (one) lakh per year.	Audited statement by Chartered Accountant for the Financial Years: 1) 2011-12, 2) 2012-13 and 3) 2013-14.
4	Labour License	Copy of the Labour License to be enclosed.
5	Service Tax Registration	Copy of the Service Tax Registration to be enclosed.
7	Pan Card	Self attested copy of the Pan Card to be enclosed.
8	The Agency should have at least 3 years experience in providing manpower to Government Departments/PSUs/Reputed Private Organization, etc. proof of which should be enclosed with the Technical Bid	Work Order issued by Govt. Department/PSU/Reputed Private Organization
9	The bidder should not have been blacklisted by any State/ Central Government Department/ PSU, etc., in the past for	Declaration of same on the Letter Head of Agency.

	breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	
10	Bidder's bank, its address and current account number:	Photocopy of the bank details.
11	Other Documents (to be submitted by the bidder along with the proposal)	<p>Non refundable court fee stamp of Rs.8.25 (Rupees Eight & Paisa twenty five) only.</p> <p>Bid document fee of Rs 250.00/- in the form of Demand Draft/Bankers Cheque in favour of Commissioner & Secretary, Political Department, payable at Dispur</p> <p>The bid document shall be signed by the proposer in all the pages with official seal.</p> <p>Any other information, which may be useful in the process of evaluation</p>

SECTION VII
METHOD OF SELECTION

- 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.
- 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 conform the Agency to all the terms and conditions of Tender Documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Department.
- A two-stage procedure will be adopted in evaluating the proposals: (i) Technical Evaluation, which will be carried out prior to opening any financial proposal and (ii) Financial Evaluation. Agency will be ranked using a combined Technical and Financial Evaluation.

1. TECHNICAL BID

The Department will evaluate if the bidder comply with all the eligibility conditions given in Section V of the Tender Document. If the bidder ensures compliance to all eligibility conditions and furnish all documentary proof of the same, they would be considered for participation in the financial bid. Qualified technical bids shall only be considered for financial evaluation. The office shall notify the Agency the results of the technical evaluation and invite the qualified ones for price bid opening. The price envelopes of others not qualified in technical bid will be returned unopened after completing the selection procedure.

2. FINANCIAL BID

The financial proposal shall consist of:

- Rate per person per month (taxes and duties, if, any, should be shown separately), which is inclusive of the cost of cleaning materials, consumables to be used by each person per month
- In case the negotiation fails with the first ranked Agency for whatever reason, the next Agency shall be called for negotiation.

3. FORMAT FOR FINANCIAL BID IS GIVEN AT APPENDIX III.

SECTION VIII

PENALTY

1. If the service of the Housekeeping staff 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.
2. Other penalty that shall be levied and recoverable are as under:

Sl. No.	Nature of default	Penalty (In Rs)
A	Late Reporting of staff	Rs. 200/- per day
B	In case of absent from duty, the Agency's failure to substitute staff	Rs. 500/- per day
C	Change of personnel without prior knowledge of the Department	Rs. 200/- per incident
D	Staff deployed by the Agency is inefficient, quarrelsome and/or indulged in unlawful activity or the like.	Rs. 500/- per incident

SECTION IX
PAYMENT TERMS

1. Monthly bills shall be submitted in duplicate to the Department for necessary payment by the Department.
2. No advance shall be made to the Agency on any account.

SECTION X
GENERAL CONDITIONS

1. Amendment to bid document:

At any time prior to the deadline for submission of Proposal, the Department 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 Bidder a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the last date of submission.

2. Bid Price

The bidder shall quote as per price schedule given in financial bid for providing 3 (three) nos. of staff for House keeping as per Appendix III.

The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account.

3. Earnest Money Deposit

- i. The Earnest Money Deposit of the selected Bidder shall be returned upon the Bidder signing the Agreement. Any Bid not accompanied by the Earnest Money Deposit shall be rejected by the Department as non-responsive.
- ii. The Department shall not be liable to pay any interest on the Security Deposit and the same shall be interest free.

4. The Security Deposit may be forfeited -

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
- b) If the successful bidder fails:
 - to sign contract within the timeframe as shall be notified
 - to furnish performance security.

5. Performance Security

The successful bidder shall be required to deposit an amount of **Rs. 10,000/- (Rupees Ten Thousand)** only within 1 week of conveying the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee from Nationalized Bank till the expiry of the Contract.

Performance Security will be released after completion of bidder's performance obligations under the Contract.

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

6. Submission of bids

- i. The bids should be submitted duly sealed and addressed to the Department on or before 1400 hrs. of due date.
- ii. Any bid received after the dead line for submission of bids shall be rejected.
- iii. Method of preparation of bid:

Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following;

ENVELOPE	MARKED ON THE COVER	CONTENTS OF ENVELOPE
First	Earnest Money Deposit	Containing Earnest Money Deposit (Rs. 5,000/-) and the Cost of Tender Document (Rs. 250/-).
Second	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender.
Third	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

- iv. On all these envelopes, the name of the Agency and document inside the envelope like 'Earnest Money Deposit' or '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.
- v. All envelopes (3 inner & one outer) must bear the following on the left hand top corner side:-

TENDER FOR PROVIDING SERVICE OF MANPOWER FOR HOUSE KEEPING

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

(Tender no.....)

- vi. All envelopes (3 inner & one outer) must bear the full address of the tendering authority at the centre of envelope.

- vii. All envelopes (3 inner & one outer) must bear the full name and full address of the Bidder at the bottom left hand side corner of the envelope.

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.

7. Bid opening

The Department shall open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date.

8. Evaluation

As explained in Section VII.

9. Award of Contract

The Department shall consider placement of letter of intent to the bidder whose offers have been found technically and financially acceptable. The bidder shall within 7 days of issue of letter of intent give his/her acceptance along with performance security as per format given at Appendix II.

10. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder. Upon the successful bidder furnishing the Performance Security, the Department shall release its EMD.

11. Annulment of Award

Failure of the successful bidder to comply with the requirement of under the Scope of Work constitute sufficient ground for the annulment of the award and forfeiture of the bid & performance security in which event the Department may make the award to any other bidder at the discretion of the Department or call for new bids.

12. Period of validity of bids

The bid shall remain valid for 12 months from the award of contract. A bid valid for a shorter period shall be rejected by the Department as non-responsive. A bidder accepting the request of the Department for an extension to the period of bid validity will not be permitted to modify his bid.

13. Application

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

14. Arbitration

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), the same shall be referred to sole arbitration of the State Coordinator, NRC, Assam.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the

rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be Department.

SECTION XI

SPECIAL CONDITIONS OF CONTRACT

1. 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 while the time and venue remaining unaltered.
2. Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political or any other Government Department.
3. Department reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
4. The engagement and payment of wages to the staff is the sole responsibility of the bidder and any breach of such laws or regulations shall be deemed to be breach of this contract.
5. Department reserves the right to counter offer price against price quoted by the bidder as per the benchmarked price.

APPENDIX 1

AGREEMENT FOR PROVIDING HOUSE KEEPING STAFF

This agreement is made on this _____ day of 2014 between M/s _____ (herein after called the 1st Party whose term includes its successors and assignees) whose registered office is at _____, and between the Political Department, Govt. of Assam (herein after called the 2nd Party).

The validity of this contract agreement will be for a period of 12 months fromday 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. The Department shall have the right 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 10,000/- (Rupees Ten Thousand) only within 1 week of receiving the Department's intention for accepting the bid as Performance Security in form of Bank Guarantee valid for 12 months. If the Agency fails or neglects any of his obligations under the contract it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
3. The Agency shall provide the service of 3 (three) nos. of House Keeping staff and cleaning materials on monthly basis to the office of the National Registration of Citizen (NRC), Assam, Achyut Plaza, Behind HUB, Bharalupur, Bhangagarh, G.S. Road, Guwahati – 781005 at the rate(settled by the Tender). The number can be increased or decreased as per requirement.
4. The service of providing 3 (three) nos. of Housekeeping staff at the office of the State Coordinator, National Registration (NRC), Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005 shall include the following services:

- Description of the Work Site

Sl. No.	Name of the building & location	Approximate Surface Area (in sq. ft.)
1.	Achyut Plaza, Behind HUB, Bharalupur, G.S. Road, Guwahati – 781005.	
2.	First Floor	3290 sq. ft.
3.	Second Floor	6580 sq. ft.
	Total	9870 sq. ft.

- The cleaning of office building shall include but not limited to

Sl. No.	Description of Works	Periodicity
1.	Washing of Toilets, Wash Basins, Removal of waste papers, Cleaning of waste basket.	Twice daily
2.	Dusting/Sweeping of Entrance areas, Lift, Staircase, Railings, Floors, Window glass panes, Notice boards, Tables, Chairs, Computers, Conference Hall, Curtains, Sofas, Furniture, Telephone, Dusting of racks, Book shelves, etc.	Once daily
3.	Providing room and bathroom freshener, naphthalene balls, washing soap, liquid soap, liquid detergent to clean floors & toilets, spraying of room freshener, etc.	Once daily

5. The essential House Keeping works shall start at 8.00 A.M. and completed by 10.00 A.M. so that the office is clean by the time the office starts for the day. For back up, the cleaners will remain in office till 4 PM.
6. Duty hours may, however, be changed by the Department.
7. Tax at source shall be deducted at the time of payment.
8. 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 ensuring good quality of items.
9. The staff shall be bound to observe all the directions issued by the Department or the authorized officer concerning general discipline and behaviour. In case any staff employed by the Agency is inefficient, quarrelsome, indulges in unlawful activity or the like, penalty shall be imposed as below:

Sl. No.	Nature of default	Penalty (In Rs)
A	Late Reporting of staff	Rs. 200/- Per day
B	In case of absent from duty, the Agency's failure to substitute staff	Rs. 500/- per day
C	Change of personnel without prior knowledge of the Department	Rs. 200/- per incident
D	Staff deployed by the Agency is inefficient, quarrelsome, infirm/invalid and/or indulged in unlawful activity or the like	Rs. 500/- per incident

10. The Department shall be free to ask the Agency to withdraw any particular person and without disclosing any reason for the same. The Agency has agreed to change that person as and when demanded by the Department.
11. The staff must report to duty strictly for specified hours, i.e., from 8 A.M. to 4 P.M. on all working days. This shall exclude the half an hour lunch break.
12. The Agency shall be responsible for checking the character and antecedents of the staff deployed to the Department. Cost of any item, if proved to have been stolen by any of the House keeping staff shall be deducted from the monthly bill of the Agency.
13. The Agreement can be terminated mutually by giving one month's notice to either party in writing to this effect.
14. 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 Deposit of the Agency shall be forfeited. Any sum of money due to the Agency under the Contract may retained by the Department in such case. The Department, after cancellation of the Contract, get the work done through any other Agency for the remaining term of the Contract at the risk and costs of the Agency.
15. The House Keeping staff deployed by the Agency shall be the staff of the Agency. The Agency shall bear all expenses in connection with the employment of the staff as per Wage Act/Labour rules, etc., applicable for deployment of such staff. The Department shall not be responsible financially or otherwise for any reason whatsoever.

For and on behalf of the Political Department, Assam

Name (caps) _____

Designation: _____

Date _____

In the presence of Witnesses

Signed _____

For and on behalf of the Agency

Name (caps) _____

Designation: _____

Date _____

In the presence of Witnesses

Signed _____

APPENDIX II

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. _____ Dated _____

(Name of the Bank) _____

(Hereinafter referred to as the 'Bank')

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens Updation Project, Assam & Commissioner & Secretary, Political Department, CM Block, Assam Secretariat, Dispur - 06

Context of Bank Guarantee

Performance Security in pursuance of Section IX of the Contract Agreement dated _____ (hereinafter referred to as the 'Agreement'), executed between the State Coordinator, NRC cum Commissioner & Secretary, Political Department, Govt. of Assam (hereinafter referred to as the "Department") and _____ (hereinafter referred to as "Bidder") for providing 3 (three) numbers of Housekeeping staff at the office of State Coordinator, The Department (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

At the request of the Bidder, we _____,

_____ (name and address of the bank), (hereinafter referred to as the 'Bank'), do hereby unconditionally and irrevocably affirm to undertake that we are the Guarantor and are responsible to the Department, i.e., the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ (Rupees _____) only, such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the

Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____
Thousand (Rupees _____ Thousand only).

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

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim or demand on or before _____.

Authorized Signatory
For Bank

Notes: 1. The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.

2. The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.

APPENDIX III

FINANCIAL BID

Sl. No.	Particular of Service	Unit Cost	Applicable taxes & duties	Total cost for 1 housekeeping staff (including taxes & duties)	Total cost for 3 personnel (including taxes & duties)
A	B	C	D	E (C+D)	F (E x 3)
1.	Cost of House Keeping staff, including the cost of cleaning material and consumable to be used per month by per person				