



ASSAM SKILL UNIVERSITY PROJECT

(A Govt. of Assam University)

**Project Management Unit (PMU) of the Asian Developed Bank financed
Assam Skill University Project (ASUP)**

3rd Floor, DECT Complex, Rehabari, Guwahati-781008 (Assam, India)

Ph.: 0361-3511533, email: asup.ceo@gmail.com; website: www.asu.ac.in

RFQ No. ASDM/ASUP/59/proc. of housekeeping agency/2023/34

Dated Guwahati the 20 January, 2023

REQUEST FOR QUOTATION

**FOR HIRING OF AGENCY FOR HOUSEKEEPING AND PRIVATE SECURITY SERVICE
IN PROEJCT MANAGEMENT UNIT (PMU),
ASSAM SKILL UNIVERSITY PROJECT (ASUP)**

**Issued by
Chief Executive Officer (CEO),
Assam Skill University Project**

January 2023

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REQUEST FOR QUOTATION (RFQ)

For Hiring of Agency for Housekeeping and Private Security Services

RFQ No. ASDM/ASUP/59/proc. of housekeeping agency/2023/32

Dated Guwahati the 20 January, 2023

Sealed quotations are invited from the eligible bidders for providing Housekeeping and Private Security services for the Project Management Office (PMU) office, Assam Skill University project (ASUP). Further details along with Scope of Service, Terms & Conditions, etc. may be seen in the detail Bid document available at the url- <https://asu.ac.in/notices.php> . Last date for submission of Bid is **02.00 PM of 03 February, 2023**. Information may also be obtained from the address given above during office hours.

**Chief Executive Officer (CEO),
Assam Skill University Project (ASUP)**

SECTION I
ASSAM SKILL UNIVERSITY PROJECT
(A Govt. of Assam University)
Project Management Unit (PMU) of the Asian Developed Bank financed
Assam Skill University Project (ASUP)
3rd Floor, DECT Complex, Rehabari, Guwahati-781008 (Assam, India)
Ph.: 0361-3511533, email: asup.ceo@gmail.com; website: www.asu.ac.in

RFQ No. ASDM/ASUP/59/proc. of housekeeping agency/2023/31

Dated Guwahati the 20 January, 2023

REQUEST FOR QUOTATION

Project Title: Assam Skill University Project
Source of Funding: Asian Development Bank (ADB)
Contract Ref.: ASDM/ASUP/59/Proc. of Housekeeping Agency/2023/31
Date of Issue of Request: 20 January 2023

Sir/Madam:

1. The Government of India has received a regular loan of \$112 million from the Asian Development Bank (ADB)'s ordinary capital resources to help finance the Assam Skill University Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for providing Housekeeping and Private Security services, for which this Request for Quotation (RFQ) is issued. The Project Management Unit (PMU), Assam Skill University Project (ASUP) now invites sealed Quotations from eligible bidders for providing housekeeping and private security services for the Project Management Unit (PMU) office, Assam Skill University Project (ASUP) located at 3rd Floor, DECT Complex, Rehabari, Guwahati as shown below:

Sl.	Type of Services	Quantity & unit
1.	Office helper (Peon)	02 nos.
2.	Office cum Toilet Cleaner with Cleaning Materials	02 nos.
3.	Security Guards (Unarmed) with two pair of uniforms per Security Guard, Batons, Torch & Battery, umbrella and rain-wear	01 no.
4.	Electrician with electrical tools, but without materials (for 5 days a month)	01 no.
5.	Plumber with plumbing tools, but without materials (for 5 days a month)	01 no.

2. The Chief Executive Officer, Assam Skill University Project (ASUP) (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

3. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- you/your firm are/is not a citizen/national of an ADB member country, or
 - you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - you/your firm are/is owned by the Client, or
 - you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date) or
 - the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

4. This Request for Quotations (RFQ) is open to the bidders/service provider who meet the following eligibility qualification criterions and submit the corresponding documents to testify eligibility as indicated below:

Sl.	Eligibility Criteria	Documentary proof to be submitted
1.	Submission of Bid Security of Rs. 23,000/- in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized/Scheduled Banks in India in favour of the Assam Skill University Project payable at Guwahati with validity for 90 days from the date of issue of RFQ document	Demand Draft/Banker's Cheque of Rs. 23,000/- as stated on the left.
2.	Date of establishment of the Service Provider: The Service Provider must be in the business for atleast five (5) years	Proof of incorporation/inception of the bidder/ Service Provider.
3.	Labour License in the name of the Service Provider submitting the bid	Self-attested Copy of Labour License in the name of the Service Provider submitting the bid
4.	GST Registration in the name of the Service Provider submitting the bid	Self-attested Copy of GST Registration Certificate in the name of the Service Provider submitting the bid
5.	Pan Card in the name of the Service Provider submitting the bid	Self-attested copy of the Pan Card in the name of the Service Provider submitting the bid
6.	Up-to-date Trade License in the name of the Service Provider submitting the bid	Self-attested copy of Trade License in the name of the Service Provider submitting the bid
7.	The bidder/ Service Provider shall have its own registered office/ branch in Guwahati from where regular services/correspondences can be provided.	Details of location to be provided.
8.	The bidder/ Service Provider shall either be a registered Security Service provider Agency or a Housekeeping agency with valid license holder.	Self-attested copy of registration/license from concerned authority.
9.	Employee Provident Fund (EPF) detail	Self-attested copy of Provident Fund certificate.
10.	ESIC detail	Self-attested copy of valid/ updated ESIC certificate.
11.	Annual turnover in each of the any 3 financial years of the last 5 Financial Years (2017-18, 2018-19, 2019-20,2020-21& 2021-22) should not be less than Rs. 11.35 Lakh.	Attach Chartered Accountant certified financial statements for the last 5 Financial Years
12.	The Service Provider should have at least 5 years (2017-18, 2018-19, 2019-20, 2020-21 &2021-22) 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 STATEMENT-1). The Service Provider should submit documentary evidence in Support of minimum experience of 5 years.	Duly filled up format furnished as STATEMENT-1 below along with Work Order(s) copies issued by Govt. Department/ PSU/ Reputed Private Organization
13.	The Service Provider should not have ever been blacklisted by any State or Central Government	Declaration on this effect in the Letter

Sl.	Eligibility Criteria	Documentary proof to be submitted
	Department /MDB/PSU / Agency in the past for breach of contract, fraudulent, unethical or corrupt business practices.	Head of Firm.
14.	The Service Provider must quote the breakup of salary proposed to be paid to the staff as per minimum wages notified by Labour Welfare Department, Govt. of Assam. The wages must also comply with all statutory requirements like Basics and VDA, EPF, ESI & Bonus, Service Charges, applicable taxes etc.	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 or else action may be taken by the employer.
<p>Note: The CEO, ASUP society (client) reserves the right to disqualify bidder(s)/service provider(s) who have a record of not meeting contractual obligations against earlier contract entered into with Mission Director, Assam Skill Development Mission</p>		

5. 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.
 6. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
 7. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the bidder alone.
 8. The liability on account of P.F., gratuity, insurance, medical and other dues of the personnel deployed by the bidder shall be, solely and wholly, be the responsibility of the contractor and the employer shall not bear any liability apart from the hiring charges.
 9. The Agency must show the breakup of salary proposed to be paid to the staffs as per minimum wages notified by Labour Welfare department, Assam. The wages must also comply with all statutory requirements like Basics and VDA, EPF, ESI & Bonus, Service Charges, applicable taxes etc. (As per Price Bid form)
 10. The price bid shall be inclusive of GST. Employer would deduct GST and any other Government Tax (as applicable) at source at the time of release of payment, as per applicable laws.
- 11. Bid security:**
- a. The bidder shall furnish as part of its Proposal, a interest free Bid Security of Rs. 23,000/- (Rupees twenty three thousand Only) in the form of a Demand Draft/Banker's Cheque issued by one of the Nationalized/Scheduled Banks in India drawn in favour of the Assam Skill University Project with validity for 90 days from the date of issue of Bidding document. The Bid Security will be returned to the unsuccessful bidders within 30 (thirty) days from date of finalization of order. The Bid Security of the selected bidder shall be returned, upon the bidder signing the Agreement. Any Bid not accompanied by the Bid Security shall be rejected by the employer as non- responsive.
 - b. The employer shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
 - c. The Bid Security shall be forfeited
 - 1) If bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
 - 2) If the successful bidder fails
 - i) To sign contract in accordance with the clause 9 specified in the tender document.
 - ii) To furnish performance security.
12. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be INR.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (d) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then the bid security submitted by you will be forfeited and you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by 03 February 2023 with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address : The Chief Executive Officer
Assam Skill University Project (ASUP),
Project Management Unit (PMU), 3rd Floor,
DECT Complex, Rehabari, Guwahati-781008

Telephone : 0361-3511533

- (f) Quotations shall be opened in public, in the presence of participating Service Provider/Providers' representatives who choose to attend, on 03 February 2023 at 2:15 PM and at the following address.

Project Management Unit (PMU),
Assam Skill University Project (ASUP),
3rd Floor, DECT Complex, Rehabari, Guwahati-781008.

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (h) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate (where applicable) and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

- (i) Bidders/service provider who have submitted the valid Bid Security, as per requirement shall be considered

for further evaluation. Absence of Bid Security shall lead to summary rejection of the bid.

- (j) Bidders/service provider qualification will be evaluated as per the **ELIGIBILITY QUALIFICATION** criteria mentioned in the RFQ.

Award of Contract

- (k) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (l) The Chief Executive Officer (CEO), Assam Skill University Project (ASUP) shall award the contract to the bidder/service provider whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- (m) Notwithstanding the above, the CEO, ASUP reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- (n) The Service Provider whose quotation has been accepted will be notified by the Client within 90 days from the date of submission of quotation through the return of a copy of the **Form of Quotation with Acceptance** signed by the Client/authorized representative of the Client.
- (o) The successful Service Provider shall sign the Contract governed by the annexed Contract Terms and Conditions.
- (p) The CEO, ASUP reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

13. Right to vary quantities: The Chief Executive Officer (CEO), Assam Skill University Project (ASUP) reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the RFQ above without any change in hiring charges of the offered quantity of other terms and conditions.

14. Performance Security:

- a) The successful bidder shall have to deposit a Bank Guarantee (in the format given at Appendix I of the RFQ document) as Performance Security, within seven (7) working days of conveying the employer's intention for accepting the bid, for an amount of Rs. 57,000 (Rupees fifty seven thousand only) issued by any Nationalized/ Scheduled Bank in India, with validity for thirteen (13) months from the date of issue of Notification of Award by the employer.
- b) The bidder's Performance Security will be discharged after completion of bidder's performance obligations under the contract.
- c) If the successful bidder fails to submit the Performance Security within seven (7) days from the date of issue of Notification of Award by the employer, the Notification of award may be cancelled by the CEO, ASUP and in that event, the contract may be awarded to the next ranked successful bidder.
- d) The Performance Security, either whole or any part, may be forfeited by the employer if the successful bidder/ service provider neglects any of his obligations under the contract, as compensation for any loss resulting from such failure.

15. Signing of Contract: Upon successful bidder furnishing the Performance Security acceptable to the purchaser, the successful bidder shall be required to sign a contract agreement. Upon the successful bidder furnishing the Performance Security and signing the contract agreement, the employer shall release its bid security.

16. Annulment of Award: Failure of the successful bidder to comply with the requirements mentioned under the Scope of Work shall constitute sufficient ground for the annulment of the award and forfeiture of the

performance security in which event the employer may make the award to any other bidder at the discretion of the Chief Executive Officer, Assam Skill University Project or call for new bids.

17. **Period of contract:** The contract shall be valid for a period of one (1) year from date of issue of work order. However, the period may be extended further if mutually agreed between the employer and the selected bidder based on performance of the bidder.

18. **Penalties:** In case any office helper/ housekeeping staff/security guard remain absent from duty, a substitute shall be provided by the bidder immediately and failure to do so shall invite penalty as shown below. 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. 200/- 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 Cleaning staff/ Security guard/gardener without prior permission	Rs. 500/- per day

19. Further information can be obtained from:

Name : Project Management Unit (PMU), Assam Skill University Project (ASUP)
Address : 3rd Floor,
DECT Complex, Rehabari, Guwahati-781008
Telephone : 03613511533
E-mail : asup.assam@gmail.com

20. Under **ADB's Anticorruption Policy** (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

21. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

22. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e., dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

23. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

24. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

25. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

26. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,



Chief Executive Officer,
Assam Skill University Project (ASUP),
3rd Floor, DECT Complex, Rehabari, Guwahati 781008

**FORM OF QUOTATION
(Services)**

____/____/2023

To:
The Chief Executive Officer,
Assam Skill University Project (ASUP),
3rd Floor, DECT Complex, Rehabari,
Guwahati-781008

We offer to execute the Hiring of agency for housekeeping and private security service in project management unit (PMU), Assam skill university project (ASUP) - ASDM/ASUP/59/Pro.of Housekeeping Agency/2023/31 in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed _____ [amount in words and numbers] (_____) [name of currency] _____ in accordance with **Price Schedule** annexed to the **Scope of Services**.

We propose to carry out the performance of the services described within the **Contract** Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document, i.e, 90 days from the date of opening.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: _____
Authorized Signature : _____
Name of Signatory : _____
Address : _____
Telephone Number : _____
Email address : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Date : _____

PRICE BID

Sl.	Type of Services	Unit	Qty. (a)	Unit Cost per Month (In Rs) (b)	Amount (In Rs.) (c) = (a)x(b)	GST**		Total Amount (in Rs.) (All inclusive)
						(In %)	(In Rs.)	
1.	Office helper (Peon)	Nos.	2					
2.	Office cum Toilet Cleaner with Cleaning Materials*	Nos.	2					
3.	Security Guards (Unarmed) with two pair of uniforms per Security Guard, Batons, Torch & Battery, umbrella and rain-wear	No.	1					
4.	Electrician with electrical tools, but without materials (for 5 days a month)	No. ***	1					
5.	Plumber with plumbing tools, but without materials (for 5 days a month)	No.***	1					
Total Amount (in Rs.)								
(Rupees.....) only/- inclusive of GST.								

(*e.g. Room,bathroom freshener, naphthalene balls, hand-wash, liquid Disinfectant, Hand & Surface sanitizer, materials required to clean floors & toilets, window panes, glass, etc.)

(** as applicable for the state of Assam)

(*** on call/need basis)

Note: The lowest evaluated responsive bidder shall be decided on the total amount quoted inclusive of GST and other taxes as applicable.

Dated ____/____/____

Signature of the Bidder-----

Name of the Bidder-----

-

STATEMENT-1 - FORMAT OF EXPERIENCE CERTIFICATION

Detail of experience in similar type of contract						
Last 5 (five) years of experience in providing housekeeping and security service to any Government/PSU/Semi-Govt. in Assam. (Documentary evidence to be provided)						
Sl. No.	Year of work	Description of work undertaken	Name & Address of the Client that awarded the work	Value of the Work (in Rs.)	Date of work order	Date of Completion of Work
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	2017-18	1.....				
2	2018-19					
3	2019-20					
4	2020-21					
5	2021-22					
<p>This is to certify that the information contained in the table above is true and correct. Self attested Work Order(s) copies issued by Govt. Department/ PSU/ Reputed Private Organization are attached</p>						
<p style="text-align: center;">Name of the Bidder:</p> <p style="text-align: center;">Signature of Bidder:</p> <p style="text-align: center;">Date:</p> <p style="text-align: center;">Seal of Bidder:</p>						

CONTRACT AGREEMENT

Name of Country: INDIA
Project Name: Assam Skill University Project

Name of Contract: _____

Contract Number: _____

This Contract is entered into on ____ [date]__ day of _[month]_,_ [year]__, between ____ [name of Client]_____ (hereinafter called "the Client") on the one part, and ____ [name of Service Provider]_____ (hereinafter called "the Service Provider") on the other part.

Whereas the Client has requested a quotation for _____ [description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of ___ [amount in words]___ [amount in figures] hereinafter called "the Contract Price".

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Scope of Services** and **Price Schedule** under Option B form of quotation; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of **INDIA** on the date indicated above.

Signed _____

For and on behalf of the

Project Management Unit (PMU),

Assam Skill University Project (ASUP)

Name (caps) _____

Position _____

Date _____

Signed _____

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

In the presence of Witnesses

1.

2.

CONTRACT TERMS AND CONDITIONS

Project Name: Assam Skill University Project

Client: Chief Executive Officer, ASUP

Contract No. ASDM/ASUP/59/Pro.of Housekeeping Agency/2023/31

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country, i.e., Laws of India.

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time-to-time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Service Completion Schedule

The contract shall be valid for a period of **01(one) year** from date of issue of work order. However, the period may be extended further if mutually agreed between the employer and the selected bidder based on performance of the bidder .

8. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

9. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client. The quoted price shall be inclusive of GST. Employer would deduct GST and any other Government Tax (as applicable) at source at the time of release of payment, as per applicable laws.

10. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

- (a) In accordance with the Price Schedule, the amount resulting from multiplying the claimed and verified quantity of the item or activity with the unit price indicated in the accepted Form of Quotation.
- (b) Monthly bills shall be submitted in triplicate to the authority specified in contract along with duty slips/ duly signed photocopy of attendance sheets in the first week of the subsequent month.
- (c) No advance shall be made to the Service Provider on any account.

11. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the India (**Arbitration and Conciliation Act 1996**). The venue of the arbitration shall be Guwahati, Assam.

12. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

13. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

14. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

15. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

16. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

17. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

18. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain

accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.

- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

19. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

20. Performance Security:

- (a) The successful bidder/service provider shall have to deposit a Bank Guarantee (in the format given at Appendix I of the RFQ document) as Performance Security, within **7 (seven)** working days of conveying the employer's intention for accepting the bid, for an amount of **Rs. 57,000.00** (Rupees fifty-seven thousand only) issued by any Nationalized/ Scheduled Bank in India , with validity for **13 (thirteen)** months from the date issue of Notification of Award by the employer.
- (b) The service provider's Performance Security will be discharged after completion of his performance obligations under the contract.
- (c) If the successful bidder/service provider fails to submit the Performance Security within **7 (seven)** working days from the date of issue of Notification of Award by the employer, the Notification of award may be cancelled by the CEO, ASUP and in that event, the contract may be awarded to the next ranked successful bidder.
- (d) In case of failure of the Service Provider to commence work or in the event of breach of any of the terms of the Contract, the Performance Security of the Service Provider may be forfeited. The client, after cancellation of the Contract, gets the work done through any other Service Provider for the remaining term of the Contract at the risk and costs of the Service Provider.
- (e) The Performance Security, either whole or any part, may be forfeited by the client if the successful bidder/ service provider neglects any of his obligations under the contract, as compensation for any loss resulting from such failure.

21. Penalties

In case any office helper/housekeeping staff/security guard remain absent from duty, a substitute shall be provided by the service provider immediately and failure to do so shall invite penalty as shown below. 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.	Nature of Default	Penalty (in Rs.)
1	Late Reporting	Rs. 200/- per day
2	Non reporting	Rs. 500/- per day

Sl.	Nature of Default	Penalty (in Rs.)
3	Refusal of duties	Rs. 500/- per day
4	Non-observation of dress-code	Rs. 100/- per day
5	Change of Cleaning staff/ Security guard/gardener without prior permission	Rs. 500/- per day

22. Right to vary quantities:

The Chief Executive Officer (CEO), Assam Skill University Project (ASUP) reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the RFQ above without any change in hiring charges of the offered quantity of other terms and conditions.

23. Other conditions of contract

- a) The engagement and employment of office helper/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 service provider and any breach of such laws or regulations shall be deemed to be breach of this contract.
- b) Attendance report (time of arrival/departure) of the staff deployed by the service provider shall be maintained by the authorized person of the PMU every day. It is also binding for the Office helper/House Keeping /Security guard staff to put regular attendance at the time of entry and exit from office.
- c) The name and complete addresses of the staff provided to the PMU shall be furnished by the service provider.
- d) The Service provider shall not be permitted to transfer/assign its rights and obligations under the Contract to any other service provider/agency/organization/contractor/.
- e) The service provider shall be responsible for all losses/damages to the client's property put under their charge or to the property specifically entrusted by the client, due to the negligence, carelessness or dereliction of duty directly or indirectly on the part of the Office helper/housekeeping/ security personnel which will be made good by the service provider as specified by the client. The decision of the Chief Executive Officer, ASUP in this regard shall be final and binding on the service provider, provided that the client shall allow the service provider an opportunity of being heard to represent its case before such final decision is taken.
- f) The service provider shall obtain Police Verification report on the character and antecedents of its personnel to be deployed under this contract and other details relating to age, educational qualification, name and permanent address to be provided under this contract along with their passport size photographs before engaging them for duty in office premises. Only able bodied, physically fit, well trained, literate, disciplined and honest personnel shall be deployed.
- g) Accommodation shall not be provided to the staff/ security guard by the employer. The Service Provider shall have to arrange for the personnel, if required.
- h) The Chief Executive Officer, ASUP shall be free to ask the Service provider to withdraw any

particular Staff/Guard without disclosing any reason for the same. The service provider has agreed to change any of its Staff/guard as and when demanded by the Chief Executive Officer, ASUP

- i) A log sheet, specifying daily reporting and relieving time of Office helper/Housekeeping staff/ security guard shall be maintained for each one. The service provider should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis. The same will be monitored and verified by the designated official of PMU, ASUP.

Appendix A
SCOPE OF SERVICES

A. Background: The Government of India received a regular loan of \$112 million from the Asian Development Bank (ADB)'s ordinary capital resources to help finance the Assam Skill University Project. The project aims to strengthen industry-aligned and flexible skills education and training system in Assam through the following five indicative outputs:

Output 1: University management and operating systems, business models, and faculty development and management systems developed.

Output 2: Environmentally sustainable and climate resilient university campus and facilities developed.

Output 3: Industry-aligned and flexible skills education and training programs designed and delivered.

Output 4: Capacity to manage and support entrepreneurship, applied research and development, and technology transfer developed.

Output 5: Access to professional development and quality skills education and training resources improved.

B. Scope of Services/ Services to be provided:

The successful service provider shall have to provide housekeeping and private security services for the PMU office located at 3rd Floor, DECT Complex, Rehabari, Guwahati as shown below:

Sl.	Type of Services	Quantity & unit
1.	Office helper (Peon)	02 nos.
2.	Office cum Toilet Cleaner with Cleaning Materials	02 nos.
3.	Security Guard (Unarmed) with two pair of uniforms, Guard, Batons, Torch & Battery, umbrella and rain-wear	01 no.
4.	Electrician with electrical tools, but without materials (for 5 days a month)	01 no.
5.	Plumber with plumbing tools, but without materials (for 5 days a month)	01 no.

1. Office helper (Peon):

- a. The service provider shall have to deploy at least two (02) nos. Office helper (Peon).
- b. The Office helper shall be of minimum 18 years and maximum of 35 years of age.
- c. Should have educational qualification of 10th pass or above. Should be able to read and write Assamese and at least able to read Hindi and English.
- d. Should be familiar with office organization and work. Should be capable of multi-

tasking and should be good in time management.

- e. Must have absolute punctuality, discipline, integrity, professionalism and dedication in work.
- f. Should be able to attend and remain on duty till end of duty hours on own arrangement. PMU, ASUP shall not provide any food, transport, medical or any other facility in cash or kind in this regard.
- g. The staff deputed should be provided with two pair uniforms both for Summer & Winter along with shoes etc. ***The cost of two pair uniforms both for Summer & Winter along with shoes etc., for each the staff shall be included in the quoted unit cost per Office helper.***
- h. Should maintain strict confidentiality and fidelity about the files and papers handled and information coming to knowledge.

2. Office cum Toilet Cleaner with cleaning materials:

- a. The service provider shall have to deploy at least two (2) nos. Office cum Toilet Cleaner with Cleaning Materials.
- b. The staff deputed should be provided with two pair uniforms both for Summer & Winter along with shoes and 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. ***The cost of two pair uniforms both for Summer & Winter along with shoes and safety gear like gloves, aprons, shoes, masks, etc., for each the housekeeping staff shall be included in the quoted unit cost per housekeeping staff.***
- c. The service provider must use good quality vacuum cleaner for cleaning & dusting.
- d. The housekeeping staff shall be of minimum 18 years and maximum of 45 years of age.

- e. Cleaning, dusting, Sweeping, Mopping and disinfecting of floors, wooden work and wooden floor, walls & 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.)
- f. 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
- g. 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
- h. Spraying room fresheners in all rooms, on a daily basis at regular intervals
- i. Check and remove dust or any such object from anywhere in area covered under the contract.
- j. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, nameplates, pots, potted plants, doormats etc.,
- k. Scrubbing/cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.

Frequency: All the dusting, cleaning etc. activity of the office shall have to be completed before 9.30 AM every-day (including on Holidays, except Sundays) and also during office hours throughout the day and as per need.

Frequency: The Toilets shall be cleaned once before 9.30

- l. 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 AM every-day (including on Holidays, except Sundays) and thereafter every two (2) hours during the day on each day (including on Holidays, except Sundays)
- m. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis
- n. The frequency of cleaning & checking the cleanliness should be done as cited above and also based on the actual requirement of various areas covered to ensure absolute cleanliness, covering 08 hours of the day on every day (including on Holidays, except Sundays).
- o. The Staff should wear the uniform, while on duty, prescribed by the bidder with approval of the Employer.
- p. The service provider shall issue ID Cards with colored Photograph to the staff deployed for the assignment.
- q. 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 and signed by the service provider's personnel on a daily basis, which will be randomly checked by the designated client's personnel.
- r. The client shall not provide any cleaning material/machine/equipment for the cleaning work. All cleaning material/machine/equipment shall have to be brought by the service provider. The service provider shall use standard cleaning materials of reputed brands only. The designated staff of PMU, ASUP shall inspect brand quality of cleaning materials being used by the service provider as well as cleanliness ensured by the him. (The price shall be quoted by the bidder accordingly).
- s. ***The cost of dusting and cleaning material/ machine/equipment etc. for each Cleaner shall be included in the quoted cost per Cleaner***

3. SECURITY:

- a. The service provider shall deploy one (01) un-armed security guard in the office premises of the PMU, ASUP.
- b. The security Guard shall be of minimum 18 years and maximum of 45 years of age.
- c. Security Guard provided should be physically fit to perform the duties of Security Guard and should be able to read and write Assamese and at least able to read Hindi and English.
- d. The service provider and its security Guard shall take necessary action as may be directed by the client to prevent theft, pilferage, burglary, loss or damage to any of the client's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.
- e. 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, computer UPS and other electric equipment are switched off after the employees of PMU have left office.

- f. A log sheet, [format to be approved at the time of starting of work] specifying daily reporting and relieving time of security guard shall be maintained for the guards. The service provider shall submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
 - g. The Security Guard shall have to wear the uniform, while on duty, as prescribed by the service provider with approval of the client. ***The cost of two pair uniforms both for Summer & Winter along with shoes and for each Security Guard shall be included in the quoted cost per Security Guard.***
 - h. Each Security Guard shall be provided with a Torch with Battery and a Baton other accessories, like rainy-wear etc. ***The cost of Torch with Battery, one Baton and one rainy-wear for the Security Guard shall be included in the quoted cost per Security Guard.***
 - i. The service provider shall issue ID Cards with colour photograph to the Security Guard who will be deployed under this assignment.
 - j. The security Guard must have undergone proper training on all security related issues, should be decent and well behaved.
 - k. 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.
 - l. Replacement of the security guard shall be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the client. ***Further, the service provider shall have to provide a replacement Security Guard, if the guard goes on leave.***
4. **Electrician:**
- a. The service provider shall deploy one (1) Electrician under the contract for 5 (five) days in a month in the office premises of the PMU for the tasks as mentioned below.
 - b. Routine inspection of electrical systems such as wiring, fixtures, and appliances
 - c. Identifying faults or hazards.
 - d. Troubleshooting system failures.
 - e. Reviewing building electrical drawings/blueprints to understand wiring placement.
 - f. Testing of electrical systems with oscilloscopes, voltmeters, and ohmmeters.
 - g. Conducting maintenance repairs on old or faulty fixtures.
 - h. Responding to fault requests. The Electrician shall have to attend the PMU on call basis.
 - i. Providing suggestions for equipment replacement.
 - j. Installing new electrical appliances in the building.
 - k. Adhering to safety and performance standards.
 - l. The bidder/service provider shall quote for the Electrician for 5 (five) days on a monthly basis.
 - m. ***The cost of electrical materials, as directed by client, shall be reimbursed by the employer.***

5. **Plumber**

- a. The service provider shall deploy one (1) Plumber under the contract for 5 (five) days in a month in the office premises of the PMU for the tasks as mentioned below.
- b. Assemble, install, maintain, and pressure test all pipes, fittings, and fixtures of heating, water, drainage, sprinkler, and gas systems according to specifications and plumbing codes.
- c. Determine sources of plumbing malfunctions and complete repairs as indicated.
- d. Install and repair pipes, fittings, valves, fixtures, and plumbing system equipment, including sinks, commodes, water heaters, water softeners, etc.
- e. Repair dishwashers and kitchen equipment that incorporate gas or water consumption.
- f. Select material and hardware and make time and materials estimates.
- g. Inspect jobs upon completion and ensure areas are clean.
- h. Detect needed repairs on pipes, fittings, valves, fixtures, and plumbing system following established inspection procedures.
- i. Respond to emergency calls as needed.
- j. The bidder/service provider shall quote for the Plumber for 5 (five) days on a monthly basis.
- k. ***The cost of plumbing materials, as directed by employer, shall be reimbursed by the employer***

APPENDIX I
PERFORMANCE BANK GUARANTEE
(To be given from a nationalized Bank in India)

To: _____ [name of Client]
_____ [address of Client]

WHEREAS _____ [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. ____ dated _____ to execute _____ [name of Contract and brief description of non-consulting services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider 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 Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____ [amount of guarantee] _____ [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] 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 Service Provider 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 Service Provider 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 _____