

GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY GUWAHATI-781005

Tender No. GMDA/GEN/84/2019/Pt-I/2 Dated: 19/12/2019

Tender for Providing Manpower Service at Guwahati Ropeway stations at North and South Bank, Guwahati for Operation

GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY BHANGAGARH, GUWAHATI - 781005

OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY BHANGAGARH: GUWAHATI-5.

Tender No. GMDA/GEN/84/2019/Pt-I/2 Dated: 19/12/2019

INVITATION FOR BID

1. Guwahati Metropolitan Dev. Authority invites sealed bid from experienced and eligible agencies/firms for providing Manpower Service at Guwahati Ropeway stations at North and South Bank, Guwahati for operation.

i	Sale of Tender Document	Starting: 21/12/2019 Closing: 30/12/2019
ii.	Tender Document Fee	Rs 1000/- (Rupees One Thousand)
iii	Bid Security	Rs 50,000.00 (Rupees Fifty Thousand)
iv	Last date of submission of	30/12/2019 upto 14:00 hrs
	tender	GMDA, Guwahati-5
v	Date, Time & venue of	30/12/2019 at 15:00 hrs,
	opening of bids.	Conference Hall of GMDA, Guwahati-5
vi	Signing of Agreement	Within 15 days of LOA

The above schedule is tentative GMDA reserves the right to modify the said Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

- 2. Detailed tender documents can be can collected from the office of the GMDA, Bhangagarh, Guwahati-5, Assam during office hours on payment of Rs 1000/- in form of cash/ Demand Draft/ Banker's cheque payable to CEO, GMDA starting from 21/12/2019. The tender can also be downloaded from the GMDA's website https://gmda.assam.gov.in. In case of downloaded document the tender fee can be deposited in form of Demand Draft/ Banker's cheque payable to CEO, GMDA along with the bid document. The tender documents without tender fee would be rejected.
- 3. The tender documents duly completed along with Bid Security in the form of Bank Draft / Banker's Cheque/Bank Guarantee in favour of the "CEO, GMDA" payable at Guwahati from any Nationalized/Scheduled Commercial Bank shall be received up to the date of receipt as given above. These will be opened on the same date in the presence of the bidders or their authorized representatives, who choose to be present in the office of CEO, GMDA.
- 4. GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject

lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rate.

- 5. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time.
- 6. Any revisions, clarifications, corrigenda, addenda, time extensions etc. to this tender will be posted on the GMDA's website only. Bidders should regularly visit the website to keep themselves updated.

Sd/(Moloy Bora, IAS)
Chief Executive Officer
Guwahati Metropolitan Dev. Authority
Bhangagarh, Guwahati-781005

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SECTION-I

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- 1. GMDA requires the services of reputed, well established and financially sound Manpower Service Providers to provide/deploy the man power services purely on contractual basis at Guwahati Ropeway terminal stations. The Guwahati Ropeway is a passenger ropeway across river Brahmaputra connecting South Bank at Panbazar Guwahati to North Bank behind Dolgovinda temple.
- 2. The contract for providing the aforesaid manpower services is likely to commence from 1st January, 2020 initially for one year period and likely to be extendable for another two years on satisfactory performance. In case of extension 5% contract value will be increased per annum. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the GMDA's requirements etc. as may be specified in the contract to be signed between the parties. The GMDA, however, reserves the right to terminate this contract at any time after giving one month's notice to the selected Service Provider.
- 3. This GMDA has initial requirement purely on a temporary basis of Security services, Housekeeping and supporting staff like office Assistant, ticketing clerk, Passenger handling, lift operator, receptionist, office peon, data entry operator, junior account etc. The requirements may increase/decrease marginally in any/ all the categories or GMDA may seek deployment of personnel of any other category as well. The duties and the services of the manpower shall be as detailed from time to time by Engineer-in-charge.
- 4. The interested Manpower Service Providers may submit the tender document complete in all respects along with tender fee of Rs 1000/- (Rupees one thousand) and Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only).

5. Submission of Proposal:

i. The Bidder shall submit one copy of Technical Proposal in original and shall be placed in Envelope- 1, which shall be sealed and marked "ENVELOPE 1: TECHNICAL

PROPOSAL", followed by the name of the agency.

- ii. The Financial Proposal (in original) shall be placed separately in Envelope- 2, which shall be sealed and marked "ENVELOPE 2: FINANCIAL PROPOSAL", followed by the name of the agency.
- iii. The Envelope-1 and Envelope-2 shall be placed into an outer envelope and sealed. This outer envelope shall be marked "PROPOSAL", followed by the name of the agency.
- iv. This shall be sent to the address mentioned below, and shall get delivered either personally or through India Post before 2.00 pm on Proposal Due Date.

Address:

Chief Executive Officer Guwahati Metropolitan Development Authority Bhangagarh, Guwahati-781005,

Ph: 0361-2529650/2529824 Fax: 0361-2529991

Email: ceogmdaghy@gmail.com

- v. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for rejection of Proposal. Moreover, if the Financial Proposal is not submitted in a separate envelope sealed and marked as indicated above, the Proposal shall be declared non-responsive and hence rejected.
- vi. Any proposal received by the Client after the deadline for submission shall be not accepted and returned unopened.
- vii. The Technical Bids shall be opened in the presence on the interested applicant(s) on the stipulated date/time.
- viii. The Financial bid will be opened for only those bidders who have qualified in the technical bid. The date of opening of Price bid document shall be intimated to the respective qualified bidders later.
- 6. The validity period of the bid will be six months from the date of opening of tender documents, which may be extended by the bidders for such period as may be requested by GMDA. The bidders shall ensure that timelines are adhered to and any bids received later than the specified time and date shall not be entertained.
- 7. The proposal must be accompanied with a Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand draft issued by a Nationalized bank in favour of CEO, GMDA, payable at Guwahati. The EMD shall be returned after completion of the bid process. The Authority shall not pay any interest on the Bid Security and the same shall be interest free. Bids submitted without the specified

EMD will be considered invalid. The firms registered under MSME for supplying Manpower Services are exempted for submitting the EMD may be exempted from furnishing the Earnest Money Deposit. Legal document in this regard has to be submitted.

- 8. The bid of the bidders who submit their bid in the proper format and with the required EMD will be evaluated. The bidders who are eligible based on the eligibility criteria will only be evaluated as per the criteria mentioned in the Section-II. Consequently the bids of non-conforming parties shall not be evaluated and is liable to be summarily rejected. Hence only bidders who satisfy eligibility conditions are requested to apply.
- 9. The successful bidder who is awarded the contract shall be required to deposit a Performance Security Deposit @ 5% of the total value of the contract in the form of Bank Guarantee from any Nationalized/ Scheduled Commercial Bank drawn in favour of **GMDA**, **Guwahati** covering the period of contract and 180 days beyond the contract period.
- 10. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly extended /renewed by the successful manpower service provider. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of Performance BG within the stipulated time shall render the contract invalid.
- 11. Any incomplete bids or conditional bids or bids with wrong information shall not be considered and is liable to be summarily rejected in very first instance without any recourse to the bidder.
- 12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Price Bid Form. In such cases, the tender shall be summarily rejected.
- 13. The price bids shall be opened on the scheduled time and date given above in GMDA's

Office located at Bhangagarh, Guwahati-5, in the presence of the representatives of the Manpower Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.

- 14. The price Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the Section II. All eligibility conditions have to be satisfied on the date of submission of bid and not later.
- 15. GMDA reserves the right to annul all bids or discontinue this tender process, at any time prior to signing of the contract without assigning any reason otherwise.
- 16. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Manpower Service Provider described herein.
- 17. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Service Provider or be the basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Service Provider. While this document has been prepared in good faith, neither GMDA, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by GMDA and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of GMDA or any of their officers or subscribers, whether negligent or otherwise.
- 18. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of GMDA. GMDA and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient

with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

- 19. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.
- 20. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
- 21. This document constitutes no form of commitment on the part of the GMDA. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.
- 22. When any proposal is submitted pursuant to this RFP, it shall be presumed by GMDA that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.
- 23. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and GMDA reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.

- 24. GMDA reserves the right to vary/alter/amend the eligibility criteria for the Manpower Service Provider at any time, in its discretion, before the last date of submission of proposals.
- 25. The Service providers shall comply with and abide by such directions that GMDA may issue from time to time.
- 26. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of GMDA and will not be returned.
- 27. The proposal shall be valid for a period of six months from the date of opening of proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- 28. Once the GMDA notifies the successful bidder that its proposal has been accepted, GMDA shall enter into separate agreement/contract with the successful bidder and the terms and conditions of provisions of service, etc. shall be specified therein.
- 29. Any matter relating to the appointment of Manpower Service Provider or the procedure for the appointment of Manpower Service Provider shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Guwahati, Assam.

SECTION-II

MINIMUM ELIGIBILITY CRITERIA FOR MANPOWER SERVICE PROVIDER

The GMDA has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the proposal.

SINo.	Criteria	Supporting Document	
1	The Registered Office or one of the Branch Offices should be located at Guwahati	Address proof document supporting the address at Guwahati.	
2	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.	
3	Income/Revenue* from Recruitment (Man Power Services) of the firm should not be less than Rs 25 lakhs. *Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years. Attested copy of the latest IT return filed by agency	
4	Should have served for minimum of 3 Nos. of clients as Man Power Service Provider out of which minimum 1 No. of clients should be of Govt. /PSUs.	Certified documents in support of past contracts with Govt. /PSUs	
5	They should have at least three years' experience in providing Manpower Services to Government Departments, Private Companies, Public Sector Companies/ Banks, etc;	Certified documents in support of past contracts with Govt /PSU/ Other reputed companies for Man Power Services confirming year and area of activity.	

SINo.	Criteria	Supporting Document	
6	They should have their own Bank Account;	Certified extracts of the Bank Account containing transactions during last three years of the bidder in relation to manpower services.	
7	They should be registered with Income Tax and Service Tax departments;	Attested copy of PAN/GST; Attested copy of Service Tax registration certificate in respect of Manpower Services	
8	They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.	
9	The agency or any of its partners/directors etc should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Annexure-I	

SECTION-III

REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE GMDA GUWAHATI ROPEWAY TERMINALS

A.	A. SUPPORT STAFF				
S.N	Name of the Post	No. of Posts	Qualification (Academic & Professional) Minimum Experience		
1	Information clerk (female)	2	Graduate with min. 2 years experience as front Office Executive clerk		
2	Ticket issue executives	6 Female : 3 Male: 3	Graduate with knowledge of MS Office etc., Min. 2 years working experience as office assistant/ Data entry operator.		
3	Nurse	1	Diploma in nursing with 5 years experience		
4	Passenger handling Support staff	6	Graduate. One year experience in areas such event management/ large crowd handle.		
5	Utility workers	4	One year experience in one of the areas such as Catering works		
6	Lift Operator	2	ITI pass. Min exp. 2 years		
7	Electrician cum DG operator	1	ITI pass. Min exp. 5 years		
8	Plumber	1	ITI pass. Min exp. 2 years		
9	Accountant	1	B.Com pass. Min exp. 5 years working with Tally ERP 9.0 software.		
10	Cleaner	10	Min. one year experience in housekeeping services		
11	Gardener	2	Having experience in gardening		
В.	SECURITY STAFF				
1	Supervisor	2	Graduate. Having min exp. of 3 years in the same services. Knowledge of computer operating. Training in fire safety and fire fighting is desirable.		
2	Security Guards	12 Female:3	10 th pass.		

Note:

- 1. He /She should be above 18 years of age;
- 2. The approximate present requirement and the minimum eligibility criteria under different categories for the personnel to be deployed will be as above is only for tender purpose. The actual quantity may vary from time to time. Bidders should quote price against each category of manpower. The quoted price should be inclusive of all benefits like PF, ESI, uniforms, taxes and others. No extra cost shall be reimbursed.
- 3. For security staff his / her antecedents should have been got verified by the agency from the local police authorities.

SECTION-IV

TERMS & CONDITIONS

A. General:

- 1. The duties & working hour's attendance record maintenance will be responsibility of the Service provider. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed manpower, on the basis of Attendance duly verified by Ropeway Engineer-in-charge, GMDA.
- 2. The personnel so deployed shall have to report for duty at the mentioned places. The normal working hours of the GMDA will be from 09.00 a.m. to 6.00 p.m or any other timing as set by this office from time to time.
- 3. The personnel deployed shall work from 09.00 A.M. to 06.00 P.M. on all working days (including one hr. lunch time). If need arises, the staff deployed shall have to sit beyond normal hours or attend the Office even on Saturday/Sunday/Gazetted Holidays (as per work requirements), without any extra charges.
- 4. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
- 5. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the GMDA, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 6. Security Considerations: The persons deployed by the Manpower Service Provider should not have any adverse back ground. The agency shall verify the Police antecedents of the persons whom they are recommending. Any person deployed by the service provider shall not indulge in criminal act or should have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.
- 7. The copies of appointment letter issued to the personnel deployed by the agency in the Authority shall be provided to the Authority for verification.

- 8. The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
- 9. The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence GMDA shall be compensated @ Rs.100/- (Rs. One Hundred) only per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month. GMDA shall not be required to prove any actual loss sustained by it for seeking such compensation
- 10. The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
- 11. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed in GMDA invariably wear Uniform and ID card during office hours.
- 12. The manpower service provider shall provide two Sets of Uniform to support staff to his personnel at his own cost. The Service Provider will also ensure that the persons wear the uniform and keep it neat, clean and tidy. The design of uniform to be approved by the Authority
- 13. The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
- 14. The Service Provider shall replace within twenty four confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
- 15. GMDA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.

- 16. The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so deployed. GMDA will be free to recover it from the security deposit given by the Service Provider or from any other dues.
- 17. The Service Provider's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 18. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- 19. The Man Power Service Provider should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
- 20. The Manpower Service Provider shall be responsible for making payment directly to the deployed manpower by 7th of each month.
- 21. The entire financial liability in respect of manpower services deployed in GMDA shall be that of the service provider and GMDA will in no way be liable for the same.
- 22. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this GMDA. The persons deployed by the service provider in the GMDA shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against GMDA or claim any employment in GMDA.
- 23. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed there under and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep GMDA indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender.
- 24. The service provider shall be solely responsible for the redressal of grievances if

- any of its staff deployed in GMDA. The GMDA shall, in no way, be responsible for settlement of such issues whatsoever.
- 25. The GMDA shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 26. The staff deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the GMDA during the currency or after expiry of the contract.
- 27. In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity in GMDA.
- 28. Tools & Consumables: The service providers shall arrange all the consumable wherever necessary for effective performance of this contract. The provisional sums allocated are as follows:
 - i. Housekeeping: Cleaning materials like soap, toilet cleaning materials, Phenyl, broom, mop and other items for housekeeping shall limited to Rs 5000/- per month per terminal stations.
 - ii. Gardening: garden tools manure, seasonal flower/plants, pesticides, herbs etc. shall limited to Rs 50,000/- per annum for both the terminals.
 - iii. Medical consumables: medical consumables for first aid like cotton, bandages, scissor and any other medicine shall be limited to Rs 20,000/- per annum for both the terminals.

Note: The service provider can claim the consumable as per above on actual with proper bills and duly verified by Engineer-in-charge.

B. LEGAL

1. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for action in

accordance with law.

- 2. The service provider will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them in GMDA. The GMDA shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts.
- 3. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to GMDA to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 4. The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to GMDA or any other authority under Law.
- 5. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by GMDA.
- 6. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the GMDA is put to any loss / obligation, monetary or otherwise, the GMDA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. Notwithstanding the

above, GMDA shall be entitled to seek such remedial action as may be warranted.

- 7. The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in GMDA, which shall be a condition precedent for payment of its bills.
- 8. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed there under and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall keep GMDA indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender
- 9. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed in GMDA. The GMDA shall, in no way, be responsible for settlement of such issues whatsoever.
- 10. The GMDA shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 11. The staff deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the GMDA during the currency or after expiry of the contract.
- 12. In case of termination of this contract on its expiry or otherwise, the

staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity in GMDA.

- 13. **Termination of the contract:** The Authority reserves the right to terminate the contract in case of gross breach of any terms and conditions of this contract by the service provider, with 24 hours notice. The Authority also reserves its right, to claim damages for such breaches and the decision of the Authority in this regard shall be final. Authority can terminate the contract if the services provided by the service provider are found to be dissatisfactory by giving 30 days notice in writing. However, the Service provider can also terminate the agreement by giving 90 days notice in writing to the Authority.
- 14. Force Majeure: Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay or failure.

C. FINANCIAL

- The Bid should be accompanied with an Earnest Money Deposit (EMD) failing which the tender shall be rejected summarily. The EMD amount will be refunded, without interest, to the unsuccessful bidders.
- 2. The Earnest Money Deposit in respect of the agencies which do not satisfy the conditions mentioned in the tender shall be returned to them without any interest. However, the EMD in respect of the successful bidder shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy the required manpower against the

- initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.
- 3. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Man Power Service Providers will be liable to be forfeited by the GMDA besides, annulment of the contract and other legal remedies if any may be pursued against by the agency.
- 4. The Man Power Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by in respect of the persons deployed and submit the same to GMDA by 3rd of the succeeding month and make the payment through NEFT/Bank Transfer only, latest by 10th the succeeding month.
- 5. The Manpower Service Provider will be responsible for making the payment directly to the supplied manpower; since there may be delay in releasing payment by GMDA to the Manpower Service Provider due to contingencies, payment of wages to the supplied manpower by service provider should not be linked with receiving of payment from GMDA.
- 6. The successful bidder who is awarded the contract by GMDA will retain all the documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and Service Tax. All such documents/papers will be necessarily submitted within seven days by the Man Power Service Provider as and when they are requisitioned by GMDA, failing which compensation of Rs.100/- per day shall be deducted from the monthly bill of the service provider.
- 7. The GMDA reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered

at a later stage for the smooth and timely provision of services.

8. Any delay or forbearance on the part of GMDA or any waiver of its rights or condonation of any acts, on the part of GMDA shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.

D. CRITERIA FOR EVALUATION OF BIDS:

- The evaluation of the price bid will be considered of only those bidders who
 meet the eligibility criteria as mentioned in the Section II of tender
 document and provide documentary proof of the same.
- 2. GMDA may seek such clarification/information/document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.
- 3. Bids are evaluated on the basis of lowest cost. No conditional price bid shall be qualified for evaluation.

SECTION-V

BIDDER DETAILS FORM

<u>Providing Manpower Service at Guwahati Ropeway stations at North and South Bank, Guwahati for Operation</u>

S.No	Description	Information
1	Name of Tendering Manpower Service Provider	
2	Date of Incorporation of Company, (Attach ROC Registration certificate, Partnership Deed or any other relevant legal document);	
3	Details of Earnest Money Deposit	
4	Name of Director/ Partner	
5	Full Address of Registered Office:	
6	Telephone No. : FAX No. : E-Mail Address :	
7	Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years)	

8	PAN No./GST No.:	
	(Attach attested copy)	
9	Service Tax Registration No (.in respect of Manpower Services) (Attach attested copy)	
10	Employee Provident Fund Registration No (Attach attested copy)	
11	Employee State Insurance Registration No.: (Attach attested copy)	

12. Income/Revenue from Recruitment (Man Power Services) of the tendering **Manpower** Service Provider for the last 3 Financial Years duly certified by a Chartered Accountant :(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs.Lacs)	Remarks, if any
2016-17		
2017-18		
2018-19		

13.	Give details of the major similar contracts handled by the tendering Manpower Service Provider
	during the last three years in the following format (if the space provided is insufficient, a separate
	sheet may be attached):

S.No.	Name of the Client, Address, telephone No.	Manpower service provided	es Amount Contract (Rs .Lacs	Contract
		Type of No. manpower provided		From To

- 14. Submit Experience Certificate from at least three clients, to whom services have been provided by tendering Man power service provider in the past. The certificate should preferably be from Govt./PSU clients or reputed companies and the same should be submitted in original or the copy of it, should be self-attested.
- 15. Additional information, if any, (Attach separate sheet, if required)

	Signature of authorized person
Date:	Name:
Place:	Seal:

SECTION-VI

PRICE BID FORMAT

(Date)

To The Chief Executive Officer Guwahati Metropolitan Dev. Authority Bhangagarh, Guwahati-5

<u>Ref: Tender for Providing Manpower Service at Guwahati Ropeway stations at North and South Bank, Guwahati for Operation</u>

Dear Sir/Madam,

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Man Power Service Provider.

To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender or any such adjustments as may subsequently be mutually agreed between us and GMDA or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a scheduled commercial bank in India as acceptable to GMDA.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document as also in the contract to be signed with GMDA for provision of Manpower services.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the GMDA is true, accurate and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead GMDA as to any material fact."

It is hereby confirmed that I/we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2019

(Signature) (In the capacity of)

Duly authorized to sign the bid response for and behalf of:

(Name and Address of

Company)

(Seal/Stamp of bidder)

Witness Signature:

PRICE BID

(On Bidders Letter head)

A. SUPPORT STAFF			Rate in Rs per month
S.N	Name of the Post	No. of Posts	
1	Information clerk (female)	2	
2	Ticket issue executives	6 Female : 3 Male: 3	
3	Nurse	1	
4	Passenger handling Support staff	6	
5	Utility workers	4	
6	Lift Operator	2	
7	Electrician cum DG operator	1	
8	Plumber	1	
9	Accountant	1	
10	Cleaner	10	
11	Gardener	2	
В.	SECURITY STAFF		
1	Supervisor	2	
2	Security Guards	12 (Female:3)	

Notes:

- i. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
- ii. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which services has been performed by each deployed manpower, on the basis of Attendance duly verified by Ropeway Engineer-in-charge, GMDA.

	Signature of authorized person
Date:	Full Name:
Place:	Seal:

ANNEXURE-I

SELF-DECLARATION – NO BLACKLISTING (On Bidder's letterhead)

(Date)	
To The Chief Executive Officer Guwahati Metropolitan Dev. Authority Bhangagarh, Guwahati-5	
Dear Sir/Madam,	
Ref: Tender for Providing Manpower Service a North and South Bank, Guwahati for Operatio	
In response to the Tender Document for Selection GMDA, I/ We hereby declare that presently our Counblemished record and is not declared ineligible either indefinitely or for a particular period of time PSU/Autonomous Body.	mpany/ firm is having to for corrupt & fraudulent practices
We further declare that presently our Company/ firm and not declared ineligible for reasons other than c State/ Central Government/ PSU/ Autonomous Bod	orrupt & fraudulent practices by any
If this declaration is found to be incorrect then with may be taken, my/ our security may be forfeited in accepted may be cancelled.	
Thanking you,	Yours faithfully,
Place: Date:	Signatures Name Seal