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दोलाबारी, कालियाभोमोरा
 Dolabari, P.O. Kaliabhomora
 तेजपुर-784027, असम (भारत)
 Tezpur-784027, Assam (India)

पूर्वोत्तर क्षेत्रीय जल और भूमि प्रबंधन संस्थान

NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND MANAGEMENT

(जल संसाधन, नदी विकास और गंगा कायाकल्प विभाग, जल शक्ति मंत्रालय, भारत सरकार के अधीन एक संस्थान)

(An Institute under the Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Govt. of India)

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

NOTICE INVITING BIDS THROUGH GEM

BIDS (Technical and Financial) are invited through GeM Portal by the Director, NERIWALM, Dolabari, Tezpur - 784027 (Assam) from appropriate Firms/Contractors/Company/Individuals having Electrical Contractor Licence (upto 33,000 volts) under Electrical Licensing Board to carry out electrical works in the State of Assam and experience in electrical works as given below.

Interested bidders having the eligibility criteria and valid documents (as mentioned in the Section- 1 & 2 of the Technical Part) may participate in the bid process in **GeM Portal**.

The tender along with terms and conditions may be viewed and downloaded from the institute's website <https://neriwalm.gov.in>.

SI. No.	Name of the AMC Service	Earnest Money (Refundable)	Tentative Tendered value	Last date of submission of Tender	Date of opening the tender
01	ANNUAL MAINTENANCE CONTRACT (AMC) FOR INTERNAL AND EXTERNAL ELECTRICAL INSTALLATION AND OPERATION OF DG SETS & PUMP IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM (PIN-784027)	Rs. 80,000.00	Rs. 40,90,638.00 (Rupees Forty Lakhs Ninety Thousand Six Hundred Thirty-Eight) only	(Technical & Financial) As per GeM (Minimum 21 Days)	As per GeM

The price offers of only the qualifying parties in the first stage shall be opened ONLINE at the same day OR date to be notified/informed separately. Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason thereof. The tender documents may please be read thoroughly before filling the Tender.

Deputy Director (Admin)
 NERIWALM

Copy for information and necessary action :

1. PS to Director for favour of Director's kind information.
2. Chief Vigilance Officer (CVO), NERIWALM.
3. Purchase Cell for exploring through GeM Portal for publishing and Bidding.
4. Assistant Director (Civil), NERIWALM.
5. Accounts Officer, NERIWALM.
6. Assistant Engineer (Civil), NERIWALM.
7. Junior Engineer (Civil), NERIWALM / Young Professional (Electrical), NERIWALM.
8. NERIWALM WEBSITE: <https://neriwalm.gov.in> for publishing.

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

e-Tender FOR ANNUAL MAINTENANCE CONTRACT(AMC) FOR INTERNAL AND EXTERNAL ELECTRICAL INSTALLATION AND OPERATION OF DG SETS & PUMP IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM (PIN-784027)

Situation of the proposed service : NERIWALM Campus, Vill : Dolabari, PO : Kaliabhomora, Tezpur - 784027, Assam

Name of the Service : Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam .

Through GeM

Invited by



**NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND MANAGEMENT
(NERIWALM)**

Department of Water Resources, River Development & Ganga Rejuvenation,
Ministry of Jal Shakti, Govt. of India
(Registered under the Societies Registration Act, 1860)
Dolabari, P.O Kaliabhomora
Tezpur-784027, Assam (India)
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Note :

- (1) All the tender documents and GeM Bid documents may please be read thoroughly before filling the Tender.
- (2) Section-10 is to be duly filled, signed and uploaded with the Financial Bid in Bidder Letter Head only.

SECTION-1

ABOUT THE NOTICE INVITING TENDER

Electronic tenders are invited from eligible bidders for Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam

Submission of Online Bids is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

Important Dates :

- (i) Please refer the Tender Notice for important dates of the tender.
- (ii) The amendments/Corrigendum will be notified on NERIWALM Website <https://neriwalm.gov.in>.
- (iii) Bidders are advised to visit NERIWALM Website & GeM Portal regularly for updates on the Tender

Earnest Money as mentioned in the Tender Notice **OR** GeM Portal shall be submitted Offline by Demand Draft/Banker Cheque/Pay order / ISB in favour of “ **The Director, NERIWALM**” payable at Tezpur, Assam. The Earnest Money should reach the Director, NERIWALM, Dolabari, Tezpur, Assam (Pin-784027) before the last date of submission of the Bids.

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers of Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

Bidders are advised to visit the GeM Portal and NERIWALM official website (as indicated above) regularly for updates/amendments, if any.

Eligibility Criteria (Please submit the attested copies of all the documents mentioned at Bidding Methodology with Technical Bids)

1. Average Annual Financial Turnover during the last 3 FY, ending 31st March 2025, should be at least Rs. 40.00 Lakhs.
2. Bidder should have experience of having successfully completed electrical works in Govt. Department / Govt. Organisation / PSUs during the last 03 FY ending 31st March, 2025 should be either of the following :
 - i) One completion certificate costing not less than Rs. 25.00 Lakhs
Or
 - ii) Two completion certificate each costing not less than Rs. 20.00 Lakhs
Or
 - iii) Three completion certificate each costing not less than Rs. 15.00 Lakhs

3. Govt registered Contractor/Party/Firm/Individual having Electrical Contractor Licence (upto **33,000.00** volts) under Electrical Licensing Board to carry out electrical works in the State of Assam may participate in the bidding process.
4. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt/Institution/Organisation in doing business with them
5. (a) The Bidder should be registered for **GST & PAN**, should have valid **Labour Licence**. The Labour Licence should be exclusively for electrical works (execution/maintenance etc.).
- (b) The Bidder should be registered under ESI & PF authority.
- (c) The bidder should have local registered office in Assam.
- (d) The AMC work will have to be registered with concerned labour department by the successful bidder after the GeM Contract is generated. The labour license and certificate shall be acquired by the successful bidder from the Labour Department and Labour Welfare Board at own cost and risk of the bidder. The labour license and the certificate so acquired shall be submitted to NERIWALM at the time of signing the General Contract of Agreement/MoU (May please refer the Section 2.9)

Note : (i) Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above & at Bidding Methodology)
(ii) The interested bidders may visit NERIWALM Campus situated at Dolabari, Tezpur, Assam (PIN-784027) for inspection of the proposed work before bidding at their own cost and risk

The price bids shall be opened at the same day or date to be notified separately. Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason.

Bidding Methodology:

Single-stage Two-Bid System (**Technical Part and Financial Part** to be submitted at the same time) shall be followed.

(A) Technical Bid Part : The following shall be signed with seal and dated and will comprise the Technical Bid in PDF : (NON-SUBMISSION OF BELOW LISTED DOCUMENTS MAY LEAD TO DISQUALIFICATION OF THE BID/TENDER)

- i. Submission of particulars of **EMD. (Mandatory for Non-exempted bidder)**
- ii. Submission of copies of Electrical Contractor Licence (upto 33,000 volts) under Electrical Licensing Board to carry out electrical works in the State of Assam **(Mandatory)**
- iii. Submission of registration certificate with **GST, PAN. (Mandatory)**
- iv. Submission of valid **Labour License. (Mandatory)**
- v. Registration with **EPF & ESIC. (Mandatory)**
- vi. Local Office / Geographical presence in Assam State. **(Mandatory)**
- vii. Submission of Experience certificate in the form of work completion certificate/Performance certificate from the Client.**(Mandatory)**
Bidder should have experience of having successfully completed electrical works/Services in Govt. Department / Govt. Organisation / PSUs during the last 03 FY ending 31st March, 2025 should be either of the following :
i) One completion/performance certificate costing not less than Rs. 25.00 Lakhs
Or
ii) Two completion/performance certificate each costing not less than Rs. 20.00 Lakhs

Or <ul style="list-style-type: none"> iii) Three completion/performance certificate each costing not less than Rs. 15.00 Lakhs
viii. Submission of BID SUBMISSION FORM (Section-08) duly filled and signed by the bidder. (Mandatory)
ix. Submission of UNDERTAKING (Section-09, Annexure – I, II, III & IV) duly filled and signed by the bidder. (Mandatory)
x. Submission of Certificate of MSME/NSIC, if any (Bidder with MSE certificate will be preferred as per GeM)
xi. Submission of Trade License upto date, if any.
xii. Submission of Solvency Certificate from its Banker as on FY 2025-26 or as on current date (Section – 09 Annexure – V) .
xiii. Submission of Audited Balance Sheet or Financial Statement for F/Y (2023-24/2024-25) . (Mandatory)
xiv. Submission of IT Return Statement for F/Y (2023-24/2024-25) (Mandatory)
xv. Submission of Turnover Certificate for last 03 (three) FY . (Mandatory)
xvi. Submission of Any other clarification/Amendment.

(B) Financial Bid Part : The financial part will have the following activities:

- i. Submission of the Financial bids as per **Section-10** of the Tender document which is to be uploaded separately in the financial segment in Bidder Letter Head, to be signed by the bidder.
- ii. The contract amount shall be inclusive of all the wages of labour as per current rate of wages of Govt. of India, Employer's contribution to EPF & ESIC, Cost of safety tools and safety measures, Cost of hand handling tools, (as stated in Section-5), Agency charge, GST, all indirect cost such as Logistics, insurance, documentations and relevant taxes, etc.

(C) Offline Submission : Only the following will be submitted offline . The same may be submitted in person/by Post addressed to the **Director, NERIWALM, Dolabari, PO: Kaliabhomora, Tezpur, Assam (Pin-784027)** and should reach before the due date of opening the Technical Bid. The sealed envelope shall bear the name of the work and the Tender Notice and Description and words "**DO NOT OPEN BEFORE**" (due date).

- (1) EMD in the form of Demand Draft/Banker Cheque/Pay order **(In original)**
- (2) Any information for opening the tender **(If required)**

Tenders received without EMD / inadequate EMD, and without the requisite documents shall be summarily rejected. The bidder must officially procure/download the tender documents from the GeM Portal or NERIWALM official website.

The price offers of only those parties who qualify in the first stage shall be opened at the same day or date to be notified separately. Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason.

SECTION – 2

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

INSTRUCTIONS TO BIDDERS

2.1: INTRODUCTION (DEFINITIONS)

2.1.1 "Purchaser"/"Employer" means North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur – 784027 (Assam).

2.1.2 "Bidder" means the individual or firm or company who participates in the tender and submits its bid.

2.1.3 "Contract" means the communication of the intention of the Purchaser/Employer to the Bidder to place the Purchaser Order/Work Order for the former's offered goods/services.

2.1.4 "Purchase/Work Order" means the order placed by the NERIWALM on the Contractor/Supplier duly signed by NERIWALM's authorized representative to purchase certain goods & services from the vendor/contractor.

2.1.5 "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.1.6 "Contractor/Service Provider" means the bidder who will be awarded AMC work under the contract.

2.1.7 "Institute" means the NERIWALM authority.

2.2 : BID PRICE

Price indicated in the schedule shall be FOR NERIWALM, Tezpur. Prices should be inclusive of all the charges, taxes and duties, GST, EPF, ESIC as applicable and Agency Charges.

2.3 : VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the NERIWALM as non-responsive.

2.4: CLARIFICATION OF BIDS

2.4.1. To assist evaluation and comparison of the bids, the NERIWALM may at its discretion may ask the bidder for clarification of the bid.

2.4.2. The NERIWALM does not bind itself to accept the lowest tender or any tender(s) and reserves the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall abide by the decision of NERIWALM.

2.5: EVALUATION OF TENDERS

2.5.1. The NERIWALM shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The NERIWALM shall carry out detailed evaluation of the substantially responsive bids. The NERIWALM shall check the bid to

determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.5.2. Arithmetical error shall be rectified on the following basis:-

a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.

b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.5.3. A bid determined as substantially non-responsive shall be rejected by the NERIWALM.

2.5.4. The NERIWALM may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.5.5. The NERIWALM shall evaluate in detail and compare the bids which are substantially responsive.

2.5.6. The evaluation of the ranking shall be carried out on the landed price of goods/works offered inclusive of all taxes.

2.5.7. The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.5.8. NERIWALM shall have the sole discretion in deciding the number of parties on whom the orders shall finally be placed.

2.5.9. The AMC is a labour intensive work. The total labour cost including GST, EPF, ESIC contribution, agency charge, cost of hand handling tools etc, insurance,etc

2.6: NERIWALM's RIGHT TO VARY QUANTITIES

2.6.1. The Director, NERIWALM reserves the right at the time of award of the contract to increase/decrease the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.7: NERIWALM'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The NERIWALM does not bind itself to accept lowest bid or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for NERIWALM's action.

2.8: OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to NERIWALM will qualify to be opened online. Representative of the qualified parties may attend the online process of Price Bid

2.9 : MEMORANDUM OF UNDERSTANDING & NECESSARY DOCUMENTS:

2.9.1: The successful bidder shall attend the office of NERIWALM at Dolabari, P.O. Kaliabhomora, Tezpur, Assam PIN – 784027 along with the **following valid documents**, authorization certificate, performance security money and Non-Judicial Stamp Paper of appropriate value within 10 (ten) of the GeM Contract date for signing the MoU . The performance security will be in the form of Demand Draft/ Pay Order (in favour of **The Director, NERIWALM, Tezpur**) from any Scheduled Bank payable at

Tezpur, Assam. The Performance Security in the form of Bank Guarantee from any scheduled bank payable at Tezpur, Assam shall be valid for the contract period plus 03 (three) months. The documents shall continue valid for the entire AMC period

- i. GeM Contract.
- ii. Registration Certificate of the Contractor/Firm/Individual with Govt Department/PSU.
- iii. Registration certificate with **GST, PAN**.
- iv. Labour License registering this AMC service with Labour Department.
- v. Registration with EPF & ESIC.
- vi. Licence from Electrical Licencing Board
- vii. Certificate of MSME/NSIC, if any
- viii. Trade License upto date, if any.
- ix. Submission of Any other clarification/Amendment.

2.9.2 The Performance Security will be discharged by the NERIWALM after satisfactory completion of the supplier's/contractor's obligations including any warranty obligations under the contract during the contract period including extension period, if any in all respect and submission of Labour Clearance Certificate by the contractor/Service provider to NERIWALM at their own risk and responsibility.

2.9.3 An Integrity Pact Agreement (Refer Section – 7) will be executed in a non-judicial stamp paper of appropriate value between NERIWALM and the prospective bidder, committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of the contract. The Integrity Pact is deemed as part of the contract.

(Signature of the bidder with seal).....

Name of the Signatory (In Block Letters) :.....

Name of the party:

Address

Seal :

SECTION – 3

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 : PRICE APPLICABILITY

Prices in the Purchase Order/Work Order shall remain valid for the Contract Period of 02 (Two) years plus 06 (Six) months from the date of signing of formal agreement. However, the contract may be renewed on mutual understanding for a further period provided the performance of the Contractor/Supplier is found to be satisfactory. If the service is found un-satisfactory NERIWALM can cancel the work with 01 (one) month prior notice which will be binding on the Contractor/Supplier.

3.2 : PERFORMANCE SECURITY

3.2.1. Within 10 days of the GeM Contract is drawn, the Contractor shall furnish a Performance Security for an amount equivalent to 5% of the quoted/awarded amount in the form of Demand Draft/FD/Bank Guarantee/Insurance Surety Bond issued by a schedule Bank from its branch payable at Tezpur, Assam . The Performance Security in case of BG/FD shall continue valid for the whole contract period plus 03 (three) months.

3.2.2. The proceeds of the Performance Guarantee/Security shall be payable to NERIWALM as compensation for any loss resulting from the Supplier/Contractor/Firm's failure to complete its obligations under the contract.

3.2.3. The Performance Security will be discharged by NERIWALM after satisfactory completion of the supplier's/contractor's obligations including any warranty obligations under the contract in all respect and submission of Labour Clearance Certificate by the contractor to NERIWALM.

3.4 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the NERIWALM.

3.5 LIQUIDATED DAMAGES

3.5.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed no later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the NERIWALM of the right to recover Liquidated Damages.

3.5.2 For any type of un-satisfactory work, as liquidated damages, a sum equal to 1% of the total quoted amount per day will be recovered from the Supplier/Contractor. The NERIWALM also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier/Contractor from participation in future.

3.5.3 Liquidated Damages can be recovered from any dues of the Supplier/Contractor.

3.6 ARBITRATION

3.6.1 In the event of any dispute arising between NERIWALM and the Supplier/Contractor, in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Director, NERIWALM who may himself act as sole arbitrator or may name as sole arbitrator an officer of NERIWALM notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held Tezpur.

3.6.2 The proceedings of arbitration shall be in English language:

3.6.3 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Tezpur and Guwahati shall have the Jurisdiction.

3.6.4 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.7 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Tezpur and Guwahati having jurisdiction in appeal there from. Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.8 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier/Contractor, the NERIWALM shall be entitled to recover such sum by appropriating in part or in whole the Performance Security/Security Deposit of the Supplier/Contractor. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should

this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

3.9 FORCE MAJEURE

At any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of Director, NERIWALM, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the NERIWALM shall be at liberty to take over from the Supplier/Contractor at a price to be fixed by the NERIWALM, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the NERIWALM may deem fit except such material, as the Supplier/Contractor may, with the concurrence of the NERIWALM, elect to retain.

3.10 TERMINATION FOR DEFAULT

3.10.1 The NERIWALM, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor/Supplier, terminate this contract in whole or in part.

- a) if the Contractor/Supplier fails to deliver his commitment for the aforesaid work within the stipulated time specified in the contract, or any extension thereof granted by the NERIWALM.
- b) if the Supplier/Contractor fails to perform any other obligation(s) under the contract; and
- c) if the Supplier/Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as NERIWALM may authorize in writing) after receipt of the default notice from the Purchaser. On a notice period of 30 (thirty) days.

3.11 TERMINATION FOR INSOLVENCY

The NERIWALM may at any time terminate the Contract by giving written notice to the Supplier/Contractor, without compensation to the supplier/contractor if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.12 ADD ON ORDER

NERIWALM reserves the right to place “Add on order” for additional quantity/manpower upto 25% of the original quantity/manpower **OR** till the fresh contract is drawn for the AMC at the same rate and terms & conditions of the purchase/contract order. The manpower shall be paid as per latest rates of wages of Govt of India.

SECTION – 4

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

SPECIAL CONDITIONS OF CONTRACT

4.1. PLACE OF ANNUAL MAINTENANCE WORK IS IN NERWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

4.2. PAYMENT TERMS

- (i) Payment will be made as per demand of GeM.
- (ii) Payment will be released only on confirmation of disbursement of wages, EPF, ESIC, etc of the manpower engaged for the work.

4.3. PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.4. INSPECTION AUTHORITY

Officer(s) deputed by the Director, NERIWALM/Any Govt authority

4.5. PRE-BID INSPECTION / SURVEY

4.5.1 The bidder may inspect the conditions of the electrical installation/ infrastructure before submission of their bid.

4.5.2 The complete maintenance solution as per the scope of work attached including petty materials, safety equipment, hand tools, etc must be provided by the Service Provider/Contractor.

4.6. PERIOD OF CONTRACT

Annual Maintenance Contract for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur shall be initially for a period of 02 (Two) years extendable for further period on mutual agreement between NERIWALM and Contractor at same terms & conditions subject to satisfactory performance of Contactor/Service Provider.

4.7. DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of Staffs engaged by the Contractor/Service Provider, it shall be

responsibility of the Contractor to make good the loss. Decision of the Director, NERIWALM shall be final & binding on the Contractor/Service Provider.

4.8. DEPLOYMENT OF STAFF

The Contractor/Service Provider shall engage workers not below the age of 18 years.

4.9. TOOLS & PLANTS

All the general tools (all types of safety equipments, hand tools, test lamp, etc.) required for the maintenance/cabling/wiring of electrical installation purposes should be provided by the Contractor/Service Provider at their risk and cost. Some petty materials like fuse wire, insulation, grease, cotton, PVC tape etc required for urgent work will be liability of the Contractor/Service Provider.

4.10. SCHEDULE OF MAINTENANCE

Within one week of award of work, the Contractor/Service Provider shall submit for approval of NERIWALM enclosing the detailed schedule of operation, routine, along with daily, monthly activities of works to concerned officer of NERIWALM. All the documents/Certificate/License relating to the AMC work must be valid and in force during the contract period. It is expected that SOPs issued by the Govt from time to time is diligently followed by the AMC staff(s) and the Service Provider.

4.11. RECORDS TO BE MAINTAINED AT SITE

The following Register shall be maintained by the contractor at site and to be got signed by Engineer in charge, NERIWALM.

- (i) Attendance Register of the Maintenance Personnel
- (ii) Payment Register
- (iii) Site order Register

4.12. PERSONAL ACCIDENT INSURANCE

The entire workforce of the Contractor/Service Provider will have to be covered under insurance against any personal accident and NERIWALM will not be liable for payment of any compensation on that account. During the execution of work, the Contractor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and properties. Non adherence of this clause, may invite payment of Fine/Compensation as decided by the Competent Authority of NERIWALM or Central/State Labour authority.

The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

4.13. PERIOD OF OPERATION

Please see the General Scope of the work

SECTION – 5

No. NRWM/CONSTN/172/PT-VII/2023-24

Comp. No. 285730

SCOPE OF THE WORK AND TERMS & CONDITIONS :

5.0. SCOPE OF THE WORK

5.1. The scope of work shall cover complete electrical maintenance for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, and will include operation and all routine, preventive and major/special maintenance works at all levels of NERIWALM's infrastructure (up to 5th floor level) as required from time to time.

5.2. Scope of the work of the Service Provider/Contractor also includes liaising with APDCL regarding the shut-down of HT line and 33 KVA/0.443 KVA substation and its maintenance so as to ensure uniform power supply to NERIWALM and safety of the men and property of NERIWALM in NERIWALM Campus

(a) DETAILS OF ELECTRICAL INSTALLATIONS :

- (i) 33/0.443 kV, 630 kVA Sub-Station.
- (ii) Main Control Panel Board
- (iii) Bus-Bar panel board.
- (iv) Power Distribution Board
- (v) Pump sets (up to 10.00HP) - 09 Nos
- (vi) Street light, garden Light, Gate Lights, Solar light etc.
- (vii) Underground Power Cables of various sizes
- (viii) 100 KVA DG Sets - 02 Nos
- (ix) 200 KVA DG Set - 02 Nos
- (x) Water ATM, Air Conditioners, CC TV, UPS, Inverters, Fans, Geyser, Batteries, etc.
- (xi) External & internal wiring (Permanent and Temporary)
- (xii) Electrical Accessories & Fittings, switch gear, MCB, MCCB, Isolator, Change over, stabilizer, Luminaries, appliances etc.
- (xiii) Centrally Air Conditioners - 3 Nos
- (xiv) Pump of Fire Fighting System (5.00 HP to 25.00 HP)

(b) CONSUMABLES/TOOLS TO BE SUPPLIED AND USED UNDER THE LIABILITY OF THE SERVICE PROVIDER :

- (i) Fuse wire
- (ii) Test lamp
- (iii) Grease, thinner, contact cleaning agents for cleaning and greasing the installations
- (iv) Cleaning materials like cotton/ cloth, jaruh.
- (v) Insulation materials
- (vi) Safety equipments & measures
- (vii) Hand tools, different types of hand handling Meters, Connectivity Meter, test lamp etc.

(c) SPARES/CONSUMABLES/JOB UNDER NERIWALM'S LIABILITY:

- (i) Repairing cost of Substation, Transformer, Pump, DG Sets, Air Conditioners, UPS, Inverter, Batteries, Electric and Electronic equipments & appliances, Fans, water ATM, CCTV, Geyser, Laboratory equipment, Panel Board, Bus-Bar etc.
- (ii) Cost of all electrical consumables / materials / accessories / fittings / luminaries / Electric wires / cable / fixtures except the materials as mentioned at (b) above.

5.3. The Electrical work/activities shall be generally carried out as per CPWD/PWD/APDCL specification for electrical works and as per the norms set by the manufacturers of respective equipments, specifications and specific instructions as may be issue by the Engineer-in-Charge of NERIWALM from time to time.

5.4. All the electrical equipments/installations shall always be kept in good and healthy conditions.

5.5. Maintenance of electrical installation & petty wiring etc of the following Buildings/ Infrastructure shall be under the scope of the AMC.

(A) RESIDENTIAL/OFFICE BUILDING AND OTHER INFRASTRUCTURE:

- (a) Type-II : 02 Blocks
- (b) Type-III : 02 Blocks
- (c) Type-IV : 01 Block
- (d) Type-IV (Special) : 01 Block
- (e) Administrative Building : 01 Block
- (f) Laboratory Building : 01 Block
- (g) Trainees Hostel : 01 Block
- (h) Assam Type Guest House : 01 Block
- (i) Assam Type Women Hostel: 01 Block
- (j) Street Light System
- (k) Water treatment plant : 02 Nos
- (l) Pump House : 06 Nos
- (m) Auditorium : 01 Block
- (n) Security Office : 01 Unit
- (o) Security barrack : 05 Units
- (p) Assam Type Store : 01 Unit
- (q) Generator House : 02 Nos
- (r) Vehicle garage : 22 Nos
- (s) International Hostel cum Guest House (Under Construction) : 01 No
- (t) External Service Block (G+1) : 01 No
- (u) Director's Residence : 01 Block
- (v) Professor's Quarter (Type - V) : 01 Block
- (w) Store (Permanent/temporary)
- (x) Research Farm,Lawn, etc
- (y) Boundary Wall with gates, watch tower, Security lighting system
- (z) Street Light, Garden Light, Security Light.
- (z1) Works related to Sub-Station

5.6. GENERAL SCOPE OF THE WORK :

- (i) Daily checking the performance of the batteries, inverters, stabilizers, power control systems, Earthing, Bus-Bar Panel, CC TV, Battery charger, water ATM,

UPS, Air Conditioners, batteries, operating the street lights (including solar installations), operating generator sets of the institute in the event of disruption of hydel power by engaging competent persons (electricians or DG operators) having the necessary license of the competent authority to run such electrical installations, operating water pump wherever is necessary by Pump operator having necessary license of competent authority to operate such electrical installations

- (ii) Internal & external electrification and installation (permanent or temporary) of electrical loads (fan, light, AC, geyser, inverter, other electrical equipment, appliance etc.) within the institute's buildings and staff quarters, checking the faults in electrical connectivity including the distribution system (both underground and overhead) and rectifying the defects if required any, for proper maintenance and ensuring performance of any electrical loads connected in the Administrative building, Laboratory building, Guest house, Hostel, Women Hostel, Recreation building, Residential staff quarters, street lights, pump houses, Research Farm, Lawn, External Service block, Security Barrack, Stores, main gates etc within the campus, boundary wall, etc.
- (iii) A proper inventory of Electrical Spares/Consumables will have to be kept for immediate rectification of electrical problems as and when arises.
- (iv) All the electrical installations including light, fans, AC, stabilizers, boards, accessories, fittings, switches, gears, metering unit, Power Board, appliances, equipment etc. have to be kept cleaned of dust or other unwanted foreign materials.
- (v) The electrical control room, pump house and DG House should be kept in cleaned condition by daily cleaning and sweeping the floors as directed.
- (vi) The electrical complaints and materials receipts and utilization registers etc., as may be required for record will be maintained by the authorized electricians and such records should be kept open during the inspection of the same by the authorized person of the institute.
- (vii) The electrical materials including consumables or others as may be required for the maintenance will be received and utilized wherever required by the electricians in presence of the authorized person of the institute.
- (viii) The labour will normally be deployed in two shifts of 8 hrs durations and they should always be available at the Electrical control Room, Generator house, Pump house during the shift duty period.
- (ix) In case of any exigency situations, the electricians will have to inform the authorized person immediately without making any delay.
- (x) Daily operating the Generator sets of the institute in the event of disruption of power by engaging competent persons having the necessary license issued by the competent authority to run the DG sets.
- (xi) The POL as may be required for running the DG sets will be supplied by the institute on receiving the indents.
- (xii) A proper inventory of Generator spares will be made for some minor problems of the Generators. Such inventory will be issued by the department to the operator on receiving the indent.
- (xiii) The DG sets, Pumps, Power Board, appliances, equipment, accessories, etc will have to be kept cleaned of dust or other unwanted foreign materials.
- (xiv) The DG room, pump house, electrical installation should be kept free from any fire hazard materials, kept in cleaned condition by daily cleaning and sweeping the floors as directed.

- (xv) The surroundings of the DG room, Electrical control room, Pump House, Power Distribution Board, Bus-Bar, Pillar box, street light post, earthling station should be kept clean.
- (xvi) The operating registers and service manuals etc., as may be required for running the DG sets will be maintained by the operator and such records should be kept open during the inspection of the same by the authorised person of the institute.
- (xvii) The POL or others as may be required for the DG sets will be received and filled in to the tank by the operator in presence of the authorised person of the institute.
- (xviii) The DG sets will be maintained by the institute through authorised persons. The operators should not replace or do anything in the event of any failure of the sets. In such cases the operator should immediately inform the matter to the authorised persons for taking necessary actions.
- (xix) The POL log book will be maintained by the operator and kept open for regular checking by the authorised persons.
- (xx) The Generators will normally be run in two shifts of 8 hrs durations and the operator should always be available at the Generator Room during the shift duty period. In exigencies, the Generators may have to be run at any time as directed by the authorised person of the institute and the payment for running the Generator during exigency will be paid at the prevailing rate of wages of Govt of India without any charge on hourly basis. The shift hours for DG operation may be as follows :
 - 7 A.M. to 3 P.M.
 - 3 P.M. to 11 P.M. (on all working days including holidays)

The Generator Operator should be available all the time in the Generator Room.

- (xi) In the case of any exigency situation, the operator will have to inform the authorised person immediately without making any delay.
- (xii) The Pump should not be operated continuously; it should be operated as and when instructed by authorized person of institute. The Pump operator will be available in the Pump House from 6.00 AM to 10.00 PM and shall be ready to follow the instruction. The Pump and other accessories and the premises of the Pump House should be well maintained and present a decent look at all time.
- (xiii) During visit of VIP or his stay in NERIWALM or during Training Programme /Seminars/Workshop, it is expected that the Pump Operator and the DG Operator are available in the Campus round the clock.
- (xiv) The Electrician/DG operator/Pump Operator shall have to attend the duty on exigency as and when asked for.

5.6.1. EXPECTED MINIMUM LABOUR FORCE

- (a) **Electrician (Skilled)** 01 (One) No x full day (8 hours) for maximum of 26 working days a month - (For day to day internal and external maintenance of electrical installation and routine checking).
- (b) **Generator Operator (Semi-Skilled)** 02 (two) Nos x full day (8 hours) for maximum of 26 working days a month - (For operation and maintenance of DG sets, Main Power Distribution Board.)

- (c) **Pump Operator (Semi-Skilled)** 02 (two) Nos x full day (8 hours) for maximum 26 working days a month - (For operation of pumps and maintenance of water supply system of the campus).
- (d) **Electrician Helper (Unskilled)** 01 (one) No x full day (8 hours) for maximum of 26 working days - (For assisting the electrician in maintenance of electrical installation, cleaning of DG house, control room, electrical installation, etc.)
- (e) **Plumbing Helper (Unskilled)** 01 (one) No x full day (8 hours) for maximum of 26 working days a month – (For assisting the Multi-Tasking Staffs of NERIWALM for plumbing and sanitary works, repairing or new works)

5.6.2. QUALIFICATION & EXPERIENCE OF THE MAINTENANCE WORKERS:

- (a) **Electrician (Skilled)** : I.T.I passed in Electrical Engineering with requisite workmen permit/ license of LT work/activities from appropriate authority and minimum 03 (Three) years' experience on electrical work/electrical maintenance activities.
- (b) **Generator Operator (Semi-Skilled)** : Requisite workman permit/Certificate holder on electrical field from appropriate Authority and minimum 03 (Three) years' experience in operation of DG Sets
- (c) **Pump Operator (Semi-Skilled)** : Requisite workman permit/Certificate holder on electrical field from appropriate Authority and minimum 03 (Three) years' experience in operation of Pump (up to 15.00 HP)
- (d) **Electrician Helper (Unskilled)** : Basic Knowledge in electrical wiring, maintenance of electrical installation etc
- (e) **Plumbing Helper (Unskilled)** : Basic Knowledge in plumbing and sanitary works, etc.

5.7 PAYMENT TO LABOURS/WORKERS BY THE SERVICE PROVIDER:

5.7.1. The labours/workers/Staffs shall be paid as per current rate of wages of Govt of India within the 10th day of every calendar month except for some unavoidable circumstances. The labours/workers/staffs shall be covered under the EPF, ESIC and Personal Accident Insurance Scheme and must get all the benefits out of it. The contribution (employer's as well as employee's part) to ESIC & EPF shall be deposited to the concerned authority by the Contractor/service provider regularly. The Contractor/Service Provider shall furnish the **UAN** to the beneficiary without any delay. The contractor shall be solely responsible for any discrepancy in the accounts of EPF & ESIC of the beneficiary. NERIWALM will not be responsible for any payment beyond the agreed amount for the contract. The agreed quoted amount will be inclusive of the agency charge, wages, employer's contribution to ESIC, EPF, GST and other quoted parameters only.

The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

5.8. PAYMENT METHODOLOGY TO SERVICE PROVIDER:

5.8.1. The Contractor/Service Provider will raise monthly bill to the NERIWALM before 20th (twentieth) of each month. Attested copies of Statement of payment of labour wages, papers pertaining to payment of contribution to GST and ESIC & EPF, Challan, attendance sheet etc of the previous month/months will have to be attached with the monthly bill, without which the monthly bill shall not be processed.

5.9. GENERAL TERM & CONDITIONS

5.9.1. All duties, taxes and other levies payable under the contract or for any other cause included in the given rate (Contract amount).

5.9.2: All expenditure whatsoever for the contractor's labours/workers/staffs engaged for the works in NERIWALM shall be borne by the contractor. NERIWALM will not be responsible for any disputes/problems arising out of such situations for the labours/workers engaged by the contractor. It should further be noted that in the case of any damage or loss incurred by the Institute due to the negligence/misdeeds of the labours/workers engaged by him, the cost of such damage/loss will have to be borne by the Contractor.

5.9.3: The Contractor will strictly abide the labour Rules imposed by the Govt Labour Department from time to time for the labours/workers engaged by him for the works of NERIWALM. The contractor should furnish the necessary documents, papers issued by the appropriate competent authority. The contractor shall be liable to undergo any disciplinary actions of the Labour Department or any authority for any discrepancies or disputes arising out of the labours/workers engaged for the work. The contractor is to maintain the up to date register, other records pertaining to payment and attendance which should be produced to the office for verifications and when called/asked for. The contractor should provide necessary risk to the labours/workers for any type of accident/eventuality arising at the work site, within the campus or to and from their home.

5.9.4: The Contractor shall submit a complete list and deployment report of his authorised labours/workers to the office. Necessary Gate Pass, Identity Cards of the labours/workers shall be issued by the contractor for counter signature by NERIWALM. The contractor is responsible to acquire all necessary Passes from the District Authority during restriction imposed by the District Administration or any authority.

5.9.5: The labour/workers engaged by the contractor will have to be well disciplined, well mannered and should not be alcoholic/drugs addicted.

5.9.6: Institute will not provide any accommodation for the contractor's labour/staffs. If the contractor feels that some accommodation is necessary for the smooth functioning the AMC work/activities, he may request to the Director, NERIWALM for consideration.

5.9.7: In case of unsatisfactory works/activities or for not carrying the work for any day/days, deduction will be made from the monthly bill on prorata basis with a penalty of 10 % of the work value of the day/days for which such absence was recorded. In case of absence of any labour/staff the deduction will be made as per latest rate of wages of Govt of India with penalty of 10 % on the wages for such absence.

5.9.8: Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets and Pump in NERIWALM Campus is for a period of 02(two) years and may be extended for any period if NERIWALM feels necessary and upon the satisfactory performance of the contract under the same rates, terms & conditions. For extension for more than 06 (six) months at a stretch, the consent of the Contractor/Service Provider will be obtained.

5.9.9: The Director, NERIWALM at his discretion may terminate any or all of the works without assigning any notice thereof at any instance of time. Any loss or damage incurred by the contractor for such decision of Director, NERIWALM will be at the cost or risk of the contractor and Director, NERIWALM will no way be responsible for such damage or loss .

5.9.10: Any other clause not covered in the contract or bid, the contractor will be liable to abide by the discretion of the Director, NERIWALM for proper execution of the works in the interest of NERIWALM.

SECTION – 6

GENERAL CONTRACT AGREEMENT

THIS AGREEMENT is made on the.....,2025 between the **Director, North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur – 784027 (Assam)** ("herein called the employer") of the part and ("herein called the Service Provider") of the other part.

WHERE AS THE Employer is desirous to get the Annual Maintenance Contract(AMC) done by the said service provider

Name of the Work : ANNUAL MAINTENANCE CONTRACT (AMC) FOR INTERNAL AND EXTERNAL ELECTRICAL INSTALLATION AND OPERATION OF DG SETS & PUMP IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM (PIN-784027)

Service Description : ANNUAL MAINTENANCE CONTRACT (AMC) FOR INTERNAL AND EXTERNAL ELECTRICAL INSTALLATION AND OPERATION OF DG SETS & PUMP IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM (PIN-784027)

Contract Amount : Rs.(including all duties, Taxes, GST, all other charges,etc).

The following documents shall be deemed to form and be read and construed as part of this agreement.

- (a) This Form of Agreement
- (b) GEM CONTRACT NO :.....
- (c) GeM Bid/RA/PBP No:
- (d) Performance Security : Rs..... (Rupees.....) only vide DD/B G No..... No of Bank..... Branch.....
- (e) Terms and Conditions of the GeM Contract & GeM Bid/RA/PBP No..... refered above shall be the part of the agreement
- (f) Terms and Conditions of the Notice Inviting Bids No:..... shall be the part of the agreement

IN THE WITNESS WHERE of the parties have here unto set here respective hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED:

By the said Service Provider:

Signature:.....

Name _____
(For & On behalf of Service Provider)

In presence of

Name : _____
Address:.....

By the said **Employer:**

Signature:.....

Name _____
(For & On behalf of NERIWALM)

In presence of

Name: _____
Address:.....

SECTION – 7

INTEGRITY PACT AGREEMENT

Between

North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur, Assam – 784 027 hereinafter referred to as “The Principal,” and _____ hereinafter referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award contract/s for _____, under laid down organizational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not

legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
- e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor (IEM)

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations

between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.

- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.
- 10) A person signing the Integrity Pact shall not approach the courts while representing matters to IEMs and he/she will await their decision in the matter.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & on behalf of the Principal)

(Office Seal)

(For & on behalf of bidder/contractor)

(Office Seal)

Place -----
Date -----

Witness 1: _____ Witness 1: _____
(Name & Address) (Name & Address)

Annex-1 to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.

2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the

same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

Annex-2 to Integrity Pact – Extract of Standard Operating Procedure

1. "The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of procurement process and the contract. Only those vendors/bidders who commit themselves to such a pact with the buyer would be considered competent enough to participate in the tender process. In other words, entering into this Pact would be an eligibility criterion. The essential ingredients of the Pact include:
 - b) Promise on the part of the Procuring Entity to treat all bidders with equity and reason and not to seek or accept any benefit that is not legally available;
 - c) Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally;
 - d) Promise on the part of Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc;
 - e) Promise on the part of Bidders not to pass any information provided by Principal as part of business relationship to others and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 141 (IPC) 1860;
 - f) Foreign bidders are to disclose the name and address of agents and representatives in India, and Indian Bidders are to disclose their foreign principals or allied firms;
 - g) Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary;
 - h) Bidders are to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which the competent authority took cognizance of the said transgression. The period for which such transgression(s) is/ are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s) for which cognizance was taken even before the specified period of three years but is pending conclusion shall also be reported by the bidders. (Please refer to para 3.2-1-b) of the Goods Manual);.
 - i) Any violation of the Integrity Pact would be considered as a violation of the Code of Integrity (para 3.2-1 of the Goods Manual) and would entail punitive provisions thereof (para 3.2-2 of the Goods Manual) including disqualification of the bidders and exclusion from future business dealings, as per the of GFR, 2017, PC Act, 1988 and other Financial Rules/ Guidelines, etc., as may be applicable to the organization concerned;
2. The integrity Pact would be implemented through a panel of Independent External Monitors (IEMs).
3. All organisations are called upon to make sincere and sustained efforts to imbibe the spirit and principles of the Integrity Pact and ensure its effective implementation. The final responsibility for implementing Integrity Pact vests with the Head of organisation/CMD/CEO. The Procurement wing of the organisation would be the focal point for the implementation of the Integrity Pact.
4. The provision for the Integrity Pact (as per Annexure 30) is to be included in all Requests for Proposal/Tender documents issued in future in respect of the procurements that meet the criteria laid down in Para 3.3-2 of the Goods Manual.

5. In all tenders covered under the Integrity Pact, the particulars of all IEMs, including their email IDs, should be mentioned instead of the details of a single IEM.
6. Through an appropriate provision in the tender document, it must be ensured that the Integrity Pact is deemed as part of the contract so that its conditions bind the parties concerned. A clause should be included in the Integrity Pact that a person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs, and they shall await their decision.
7. In the case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In the case of sub-contracting, the principal contractor shall take responsibility for the sub-contractor's adoption of the integrity pact. It is to be ensured that all sub-contractors also sign the Integrity Pact. In the case of sub-contractors, the integrity pact shall be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor. With respect to a particular contract, the Integrity Pact shall be operative from the date both parties sign it.

8. Appointment of IEMs

- a) Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs) nominated by CVC at an organisation's request from its list of empanelled IEMs. Three IEMs shall be appointed for Maharatna and Navratna PSEs, and two IEMs shall be nominated in all other organisations. b) The IEMs appointed should be eminent persons of high integrity and reputation. A periodical notice inviting applications from eligible persons shall be published on the CVC's website. After due scrutiny and verification of the applications and accompanying documents, as may be deemed appropriate, the name(s) would be included in the panel for nomination as IEM.
- c) The zone of consideration of eminent persons for empanelment as IEMs would consist of:
 - i) Officers who have held the post of Additional Secretary to Govt of India or were in the equivalent or higher pay scale at the time of retirement (whether serving with Govt of India or any State Govt.).
 - ii) Persons who held the CMD post of Schedule 'A' Public Sector Enterprise and were equivalent to Additional Secretary to Govt of India at retirement.
 - iii) Persons who have held the post of CMD/MD and CEO of Public Sector Banks, Insurance Companies, and other Financial Institutions at retirement.
 - iv) Chief Executive Officer of an organisation (other than listed above and were equivalent or higher to Additional Secretary to Govt, of India, at the time of retirement).
 - v) Armed Forces Officers in the pay scale equivalent or higher to Additional Secretaries to Govt of India at retirement.
 - vi) The age of IEM should not be more than 70 years at the time of appointment.
 - vii) If a retired person has accepted a full-time assignment, post-retirement, either in the government sector, private sector, or elsewhere, he shall not be eligible to be on the panel of IEMs. All those empanelled persons who accept full-time assignments elsewhere would cease to remain on the panel from the date they have taken the assignment. In this regard, it would be incumbent upon the empanelled persons to immediately inform CVC about the acceptance of full-time assignment by them.
 - viii) All IEMs should sign non-disclosure agreements with the organisation in which they are appointed.
 - ix) A person acting as an IEM shall not be debarred from taking up other assignments, such as consultancy with other organisations or agencies, subject to his declaring that their additional assignment does not involve any conflict of interest and is not a full-time assignment. The IEMs must also sign a declaration of absence of conflict of interest with existing assignments. In case

of any conflict of interest arising later from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse themselves from that case.

x) A person may be appointed as an IEM in a maximum of three organisations at a time. An empanelled person cannot be appointed in one organisation for over three years.

9. Role of IEMs in Integrity Pact Contracts:

a) Bidders or their authorised representative may address to the IEMs all the representations/grievances/complaints related to any discrimination on account of lack of fair play in modes of procurement and tendering systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

b) The entire panel of IEMs should examine the matter jointly, who would investigate the records, conduct an examination, and submit their joint recommendations to the Management of the Procuring Entity. If the entire panel is unavailable for unavoidable reasons, the available IEM(s) shall examine the complaints. Consent of the IEM(s), who may not be available, shall be taken on record. The IEMs would be provided access to all documents/records of the tender for which a complaint or issue is raised before them, as and when warranted.

c) The role of IEM is advisory, and the advice of IEM is non-binding on the Organization; however, their advice would help properly implement the Integrity Pact.

d) IEM should examine the process integrity; they are not expected to concern themselves with fixing the responsibility of officers. IEMs should not associate CVO and /or the officials of the vigilance wing during the examination of the complaints in any manner. A matter being examined by the IEMs can be separately investigated by the CVO if a complaint is received or directed to them by the CVC.

10. Systemic Improvements:

a) The Procurement wing of the organisation shall hold quarterly meetings with the IEMs. A summary of contracts awarded in the previous quarter, covered under the Integrity Pact, shall be shared with the IEMs during the quarterly meeting. Such a summary of contracts should include details like tender number, mode of tendering, the period allowed for publicity, number of bids received, number of bidders considered eligible, and name and address of the successful bidder.

b) The above summary of contracts is to help the IEMs in analysing whether an appropriate mode of tendering is being adopted by the organisation, i.e., limited tender mode or nomination mode is not unduly used, the number of bidders is not too low, a large number of bidders are not excluded while judging the eligibility or during the technical bid evaluation stage, and whether particular firm or set of specific firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the management suitable systemic improvement(s) and measures to improve objectivity in decision-making, capacity building, etc.

c) It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half-yearly basis to discuss and review the information on tenders awarded during the preceding six-month period. Additional such meetings, however, can be held as per requirement. All such meetings with the Procurement wing or with the organisation's Chief Executive should be minuted.

11. Dispute Mediation:

In case of any dispute between the management and the contractor relating to those contracts where an Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organisations may adopt any mediation rules for this purpose. However, no more than five meetings shall be held for dispute resolution. Both parties shall equally share the fees/expenses on dispute resolution. If the dispute remains unresolved even after mediation by

the panel of IEMs, the organisation may take further action as per the terms & conditions of the contract.

12. Entitlements of IEMs:

- a) IEMs shall be paid fees of ₹ 25,000/- per sitting subject to a maximum of ₹ 3,00,000/- in a calendar year for the sitting fees.
- b) The travel and stay arrangements for the IEMs for such meetings shall equal their entitlements at retirement. Booking travel tickets, as per the mode of travel indicated by the IEM in writing (including email), the organisation shall do local transport and stay. The organisation concerned shall provide a place for meetings and secretarial assistance to IEMs for rendering their job. No payment instead of secretarial aid shall be paid to the IEMs.
- c) As mentioned above, the travel/ stay arrangements and fees for meetings held by IEMs for mediation between the management and the contractor shall be the same but in addition to the fees for the regular meetings and would be over and above the ceiling of 3,00,000/- as per calendar year.

SECTION – 8

(BID SUBMISSION FORM)
(To be filled up by the bidder)
(BIDDER LETTER HEAD)

To

The Director,
 North Eastern Regional Institute of Water and Land Management (NERIWALM)
 Dolabari, P.O. Kaliabhomora
 Tezpur – 784027 (Assam)

Dear Sir,

In response to your Tender Notice (mentioned below) for the Work (mentioned below), We hereby submit our **PARTICULARS/OFFER** for consideration:

A	GeM Bid No. & Date	
B	Name of the Service :	Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam
1	Bidder's Name :	
2	Web site Address:	
3	E-Mail Address:	
4	Actual Address of the Bidder as per record:	
5	Postal Address :	
6	Contact No. :	
7	Authorized Person's Name	
	Designation :	
	Contact No:	
8	Local Registered Office Address	

9	PAN No :	
10	GST Reg No:	
10	Name of the party as per record in document	
11	Registration Certificate of the Contractor / Firm / Individual with Govt Department / Govt. Organisation / PSU / dealing with the electrical works	
	Registration Certificate No:	
	Name of the party as reflected in the document	
	Name of Issuing authority :	
	Validity up to :	
12	Labour Licence No.:	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours authorized to engage:	
13 (a)	EPF Registration No.	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
13 (b)	ESIC Registration No.	
	Name of the party as reflected in the document:	

	Name of Issuing authority :		
	Validity up to :		
14	Particular of EMD (Copy to be submitted Online with Technical Bid also)		
	Amount (Rs.)		
	Transaction Details:		
	Bank :		
15	Details of Bank Accounts for release of EMD/Performance Security / Bill payment etc.		
	Bank A/C No.		
	Name of the Bank		
	Name of the Branch		
	IFS Code.		
	Name of the Bank Account Holder(As per record in the Bank Account)		
16	Average Annual Financial Turnover during the last 3 years, ending 31st March 2025		
	Period (As below)	Financial Turn Over (As below)	
17	Experience in similar nature of works during last 3 (Three) years		
	Duration of Experience	Description of the experience	Dept/Company/PSU/ Organization

18	Particulars of Registration of Contractor/ Firm/Company with Govt. Department			
	Name :			
	Class /Category of Registration	Issuing Authority	Nature & type of works/business authorized for execution	Valid upto :
19	Particulars of MSME/NSIC Registration (If Any)			
	Class /Category of Registration	Issuing Authority	Nature of works authorized for execution	Valid upto:
20	The following documents are duly entertained, signed and submitted with this Bid Submission Form (As Technical Bid)			
Sl. No.	Particulars	Submitted/Not submitted	Page No.	
(A)	ONLINE SUBMISSION WITH TECHNICAL BIDS (All the documents shall be valid and the validity shall continue till the completion of the work)			
i	Submission of the BID SUBMISSION FORM (Section-8) duly filled and signed by the bidder.			
ii	Submission of particulars of EMD . (Upload Scan Copy for reference) (Mandatory for Non-exempted bidder)			
iii	Submission of copies of Electrical Contractor Licence (upto 33,000 volts) under Electrical Licensing Board Regulation (Mandatory)			
iv	Submission of registration certificate with GST, PAN. (Mandatory)			
v	Submission of valid Labour License. (Mandatory)			
vi	Registration with EPF & ESIC. (Mandatory)			
vii	Proof of local office/Geographical presence in the State of Assam			
viii	Submission of Experience certificate in the form of work completion certificate/Performance certificate from			

	the Client. (Mandatory)		
ix	Submission of UNDERTAKING (Section - 07 Annex - I, II, III & IV) duly filled and signed by the bidder. (Mandatory)		
x	Submission of MSME/NSIC, if any		
xi	Submission of Trade Licence, if any		
xii	Submission of Solvency Certificate from its Banker as on FY 2025-26 or as on current date (Section - 07 Annexure - V) . (Mandatory)		
xiii	Submission of Audited Balance Sheet or Financial Statement for the F/Y (2023-24/2024-25 any one) . (Mandatory)		
xiv	Submission of IT Return Statement for F/Y (2023-24/2024-25 any one) . (Mandatory)		
xv	Submission of Turnover Certificate for F/Y (2023-24/2024-25 any one) . (Mandatory)		
xvi	Any other document sought after the publish of the NIT Notice (if any)		

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.
(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.
- 4) This offer contains _____ No. of pages including all Annexures and Enclosures.

(Signature of the bidder with seal).....

Name of the Signatory (In Block Letters) :.....

Name of the party:

Address

Seal :

SECTION-09**(UNDERTAKING)****ANNEXURE - I****(BIDDER LETTER HEAD)**

To,

The Director,
NERIWALM,
Dolabari, Tezpur, Assam (Pin-784027)

Name of the service : Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam

GeM Bid No. & date :

I do hereby declare that I/We have not been barred/black listed by any PSU/Government Department/Organization/institution in doing business with them. I/We have submitted the information/documents to the best of my/your knowledge.

Signature with date of Authorized Signatory.....

Name of the signatory (**In block letters**)

Name of the party/Firm/Company/Contractor:.....

Address

Date:..... Place :.....

SECTION-09

(UNDERTAKING)

ANNEXURE - II

(BIDDER LETTER HEAD)

Undertaking to comply Minimum wage policy of Government of India

To,

The Director,
NERIWALM,
Dolabari, Tezpur, Assam (Pin-784027)

For the service of - "Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam" mentioned in the scope of work.

GeM Bid No. & date :

We hereby certify that we have gone through the tender document and we have fully understood the conditions herein. We hereby assure that we will comply with the conditions and submit monthly compliance statements regarding minimum wages and other Labour related statutory formalities like PF, ESI, Mediclaim, Insurance etc. we further undertake that wages/salaries of the workers to be engaged at NERIWALM for any month will be paid within 10th of the following month, irrespective of the release of payment of the related invoice(s) by NERIWALM.

Signature with date of Authorized Signatory.....

Name of the signatory (**In block letters**)

Name of the party/Firm/Company/Contractor:.....

Address

Date:..... Place :.....

SECTION-09**(UNDERTAKING)
ANNEXURE - III****(BIDDER LETTER HEAD)**

To,
The Director,
NERIWALM,
Dolabari, Tezpur, Assam (PIN-784027)

Name of the service : Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam

GeM Bid No. & date :

Sir,

I/We do hereby declare that I/We or my representatives have got first-hand information of the service to be carried out in ground for the above mentioned work and aware of scope of work and service to be done for above mentioned service.

Signature with date of Authorized Signatory.....

Name of the signatory (**In block letters**)

Name of the party/Firm/Company/Contractor :.....

Address

Date:..... Place :.....

SECTION-09**(UNDERTAKING)
ANNEXURE - IV****(BIDDER LETTER HEAD)**

To,
The Director,
NERIWALM,
Dolabari, Tezpur, Assam (PIN-784027)

Name of the service : Annual Maintenance Contract (AMC) for internal and external electrical installation and operation of DG Sets & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam

GeM Bid No. & date :

Sir,

I/We do hereby give the undertaking that I/We have read all the contents of the Tender Notice and Tender Documents to the best of my /our knowledge. I/We shall strictly follow all the Terms and Conditions of the Tender Documents in adherence to the applicable laws, rules, norms, etc.

Signature with date of Authorized Signatory.....

Name of the signatory (**In block letters**)

Name of the party/Firm/Company/Contractor:.....

Address

Date:..... Place :.....

SECTION-09

ANNEXURE - V

BANKER SOLVENCY CERTIFICATE FORMAT

This is to certify that M/s _____

having their Registered office at _____ is solvent to the extent of

Rs. _____ (Amount in words _____)

as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s _____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Name of the Signatory:

END OF TECHNICAL BID

SECTION – 10

FORMAT OF FINANCIAL BID (BIDDER LETTER HEAD)

(Rates shall be quoted in **FORMAT** shown below and shall be attached/submitted separately in **pdf** with Financial bid)

Name of the Service : Annual Maintenance Contract (AMC) for Internal and External electrical installation and operation of D.G. Sets & Pumps in NERIWALM Campus at Dolabari, Tezpur, Assam.

Sl. No.	Particulars	Unit	Qty. (Manpower)	Total Working Days per manpower for 01 (one) year	Total Mandays (No. of manpower x Total Working days)	Rate per Mandays (In Rs.)	Amount for 01 (one) year (Rs.) (Rate per man days x Total man days)
A	<u>MANPOWER COMPONENT</u>						
(i)	Total Cost of Deployment of skilled manpower for Electrician including Wages (Basic Pay + VDA, EPF & ESIC) but exclusive of GST	Nos.	1.00	(26 x 12) = 312	(1 x 312) = 312	883.50	2,75,652.00

(ii)	Total Cost of Deployment of Semi-Skilled manpower for DG operator Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	2.00	$(26 \times 12) = 312$	$(2 \times 312) = 624$	734.70	4,58,452.80
(iii)	Total Cost of Deployment of Semi-Skilled manpower for Pump operator (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	2.00	$(26 \times 12) = 312$	$(2 \times 312) = 624$	734.70	4,58,452.80
(iv)	Total Cost of Deployment of unskilled manpower for Electrician Helper (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	$(26 \times 12) = 312$	$(1 \times 312) = 312$	628.91	1,96,219.92
(v)	Total Cost of Deployment of unskilled manpower for Plumber Helper (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	$(26 \times 12) = 312$	$(1 \times 312) = 312$	628.91	1,96,219.92
A	TOTAL COST ON MANPOWER COMPONENT for 01 (One) year period (Rs.) (Summation of Total Amount of A ((i) to (v))					15,84,997.44	

B	TOTAL COST ON MANPOWER COMPONENT for 02 (Two) year period (Rs.) (A x 2)			31,69,994.88
C	GST on Total Cost on Labour Component (18 % of B)			5,70,599.08
D	Contractor fixed service charge (in %) on total cost of Manpower Component (B) for contract period of 02 (Two) year (including GST) (%)			(Percentage (%) to be quoted by bidders)
E	Contractor fixed service charge (in Rs.) on total cost of Manpower Component (B) for contract period of 02 (Two) year (including GST) (Rs.) i.e. <u>Total Amount of B x Percentage (%) quoted in D</u>			(Amount to be filled up by bidder in Rs.)
F	CONSUMABLES AND OTHER COMPONENTS AS STATED IN SECTION – 5.2 (b)			
(i)	Cost of hand handling tools and Safety tools & measures including Contractor profit, GST and other charges (in Rs.) (Refer to Section 5, Annexure I & II for details)	Lump-sum	for 02 year period	(Amount to be quoted by bidders in Rs.)
G	Grand Total for 02 (Two) year period (including Labour Component, Consumables and other component, Contractor Service Charge, GST and other charges) (Rs.) i.e. <u>G = Amount of B + C + E + F</u>			(Amount to be filled up by bidder in Rs.)
H	Total Quoted Amount (Rs.) for 02 (Two) year AMC period (including Manpower			

	Component, Consumables and other component, Contractor Service Charge, GST and other charges) (in figures)	(Amount to be filled up by bidder in Rs.)
J	<p>Total Quoted Amount for 02 (Two) year AMC period (including Manpower Component, Consumables and other component, Contractor Service Charge, GST and other charges) (Rs.) (in words)</p> <p>.....</p> <p>.....</p> <p>.....</p>	

NOTE :

- a) The rate of the manpower is inclusive of Wages (Basic Pay + VDA), EPF & ESIC. Bidders are advised to quote and filled up Sl. No. D, E, F, G, H & J only.
- b) The quoted amount of the bidder shall be inclusive of GST and all other charges, etc. The total quoted price/value in GeM should match with price breakup format/Financial Bid.
- c) The value of the service work (in Rs.) = Total Quoted Amount of the bidder shall be inclusive of GST and all other charges, etc
- d) The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.
- e) The following components should necessarily be present in the pay structure stated in above table **Sl. No. A** as above applicable to the all stated manpower staff (It is for necessary reference only).
- f)

Component	Skilled Manpower	Semi-Skilled Manpower	Unskilled Manpower
Basic Pay + VDA as per Chief Labour Commissioner Order	Rs. 760.00	Rs. 632.00	Rs. 541.00
EPF and Admin Charges @ 13.00 %	Rs. 98.80	Rs. 82.16	Rs. 70.33
ESIC @ 3.25 %	Rs. 24.70	Rs. 20.54	Rs. 17.58
Total Amount per manday (Rs.)	Rs. 883.50	Rs. 734.70	Rs. 628.91

Please note that all the above components should be necessarily present in the pay structures to be adopted / paid to all the categories of staff viz. Contractor may like to add any other component as they may desire to the above list to have better staff at their own cost and effect of same may be considered while quoting the service charge by the bidder in the price bid format of this tender. However NERIWALM will only reimburse the above listed component as minimum wage for the workers as applicable. If the amount quoted as service charge by the bidder in the Price Bids is unreasonable/ unrealistic or with Zero profit margin, based on the statutory payments or otherwise, the NERIWALM reserves the right to reject such bids.

- g) The Minimum wage rate as per Order No F.No.1/6(3)/2025-LS-II, dtd. 25/09/2025 of Chief Labour Commissioner (C) w.e.f. 01/10/2025 for different category of workers.
- h) Bidder may refer to section – 5 for more details related to scope of work.
- i) Breakup of Taxes included in total prices may please be indicated.
- j) The contractor should take into consideration the minimum rate of wages prevailing at the time of quoting the rates for different category of labour. Contribution to EPF & ESIC, Cost of hand tools & safety equipment, petty materials, all other charges should invariably be considered.
- k) Expected minimum Manpower Force & duty Hours: (For details please refer Section-5)
- l) The Labours/Workers of the Contractor/Service Provider must be covered under ESIC, EPF and other Insurance Coverage.
- m) The Labours/Workers of the Provider/Contractor must be covered under insurance against any personal accident.
- n) The Labours/Workers should be paid as per latest rate of wages of Govt of India prevalent at the time of quoting of rates.

- o) The cost of safety equipment and measures, hand tools, different type of hand handling Meters, Connectivity meter, test lamps will be the liability of the service provider.
- p) The consumables will be the liability of the NERIWALM except some petty items and hand handling tools, safety measures, tools etc. (Please may refer Section – 5).
- q) NERIWALM will pay only the quoted/approved amount against monthly bill.
- r) L1 will be selected as per GeM Portal Financial Bid Actions point.
- s) In case of Multiple L1, Preference will be given as per GeM.
- t) The Bidder may quote their service charge on manpower for which they may go through the related directives of Govt of India /GeM Portal.
- u) The AMC is a labour intensive work. The estimated amount indicated in the Tender Notice is prepared incorporating the total labour cost including GST, EPF, ESIC contribution, as per latest rates .The agency charge, cost of hand handling tools etc is also calculated as per prevailing rates to a tune of **Rs. 40,90,638.00** (Rupees Forty Lakhs Ninety Thousand Six Hundred Thirty-Eight) only for 02 (two) years.

(Signature of the bidder with seal).....

Name of the Signatory (In Block Letters) :.....

Name of the party:

Address

Seal