



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/CONST/285/2022-23/ 947.

Date: 27.05.2022

NOTICE INVITING e-TENDER

e-Tender (Technical and Financial) are invited by the Director, NERIWALM, Dolabari, Tezpur-784027(Assam) from appropriate registered Firms/Contractors/Company/Individuals having experience in providing the services of man power/labour. as given below. The estimated value indicated below is merely a value projected for engagement of labour/manpower to be outsourced. As and when required. Separate work order shall be placed to the empanelled contractor(s) as and when labour/Man power is required showing the number of man days, category of labour/ Man power, period of engagement, etc.

The tenders will be opened in the conference hall of the institute in presence of the tenderer or their authorized representatives, if any. In the event of 23/06/2022 being declared holiday, tenders will be opened next working day.

The tender along with terms and conditions may be viewed and downloaded from the institute's website www.neriwalm.gov.in. Interested bidders may participate in the bidding process in CPP Portal

Sl no	Name of the work	Earnest Money	Tender Fee	Estimated value	Last date of submission of Tender(Technical & Financial)	Date of opening the tender
01	Empanelment of Contractor for Supply of labour/ Manpower to NERIWALM, Dolabari, Tezpur Pin-784027 For General/Electrical and Agriculture related works (Category : Highly skilled, Skilled, Semi-skilled and unskilled)	20,000.00	Rs 1000.00	Rs.10,00,000.00	21/06/2022 (5.00 PM)	23/06/2022 (11.00 AM)
		EMD and Tender Fee(Tender Fee is non-refundable), payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "NERIWALM REVENUE ACCOUNT" from any scheduled bank of India payable at Tezpur, Assam		Details is available		

The price Offers of only the qualifying parties in the first stage shall be opened 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
27/05/2022
Deputy Director (Admin)
NERIWALM

Copy for information and necessary action to:

1. PS to Director for favour of Director's kind information
2. Chief Vigilance Officer (CVO), NERIWALM
3. Assistant Director (Civil), NERIWALM
4. Accounts Officer, NERIWALM.
5. Assistant Engineer(Civil), NERIWALM
6. Shri Iswar Das, Technical Assistant, NERIWALM
7. Notice Board, NERIWALM for wide circulation
8. NERIWALM WEBSITE: www.neriwalm.gov.in & CPP Portal for publishing & tendering.

Tender No.: NRWM/CONST/ 285/2022-23/.....

947

.dated

27/5/22

**TENDER DOCUMENT
FOR**

EMPANNELMENT OF CONTRACTOR FOR SUPPLY OF LABOUR/ MANPOWER TO NERIWALM,
DOLABARI, TEZPUR, ASSAM(PIN-784027)

For GENERAL/ Electrical and Agriculture related works.
(Category: Highly skilled, Skilled, Semi-skilled and unskilled)

Invited by



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

An institute under the Department of Water Resources, River Development & Ganga Rejuvenation,
Ministry of Jal Shakti, Govt. of India
Dolabari, P.O Kaliabhomora
Tezpur-784027, Assam (India)
Website: www.neriwalm.gov.in
Phones: 03712- 291069



SECTION-1

NOTICE INVITING TENDER

Tender No.: As mentioned in the First Page .

Electronic tenders are invited from eligible bidders for supply of manpower for General, Electrical and Agriculture related works (Category : Skilled/ Semi-skilled/Un-skilled manpower) to NERIWALM, Dolabari, Tezpur, Assam (Pin-784027)

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

For Important Dates : (Please refer the Tender Notice)

Tender Fee (non refundable) amounting to Rs.1000.00 (Rupees One thousand) shall be submitted along with tender by Demand Draft/ Banker's Cheque in favour of "NERIWALM REVENUE ACCOUNT" which is non-refundable.

Earnest Money : Rs 20,000.00 (Rupees Twenty thousand) only by Demand Draft/Banker's Cheque in favour "NERIWALM REVENUE ACCOUNT"

Tender Fee and EMD exempted for NSIC/MSME units. Subject to submission of valid NSIC / MSME certificate.

Bidders are advised to visit the website of NERIWALM regularly for updates/amendments, if any. Interested bidders may participate in the bidding process in CPP Portal

Eligibility Criteria

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 2021, should be at least Rs. 5.00 Lakhs.

2. Bidder should have experience of having successfully completed similar nature of works during the last 3 years ending 31st March, 2021 should be either of the following:

(Similar works means supply of labour/ carrying out AMC with involvement of supply of labour to Govt organization/ Deptt, PSU etc)

3. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt/Institution/Organisation. in doing business with them(Undertaking as per Format attached is to be submitted)

4 (a) The Bidder should be registered for **GST & PAN**, should have valid **Labour Licence** (Please Submit attested copies of the valid GST certificate & PAN and Labour Licence).

4 (b) The bidder should have valid Registration Certificate issued by Government Department/Company/ PSU .

4 (c) The Bidder should be registered under ESI & PF authority.

Note : Bidder must provide attested copies of the supporting documents as proof in respect of the eligibility criteria mentioned above along with the Technical Bid. .

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.

END OF SECTION - 1



SECTION – 2

Tender Notice : As mentioned in Section-1

INSTRUCTIONS TO BIDDERS

2. : INTRODUCTION (DEFINITIONS)

2.1.1 “Purchaser” 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 corporate body who participates in the tender and submits its bid.

2.1.3 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser 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 work under contract .

2.1.7 “Institute” means the NERIWALM authority.

2.2 : BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. NERIWALM in no case will be responsible or liable for these costs regardless for the conduct of the bidding process.

2.3 : AMENDMENT TO BID DOCUMENTS

2.3.1 At any time, prior to the date of submission of bids, NERIWALM may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.3.2 The amendments/Corrigendum will be notified on NERIWALM Website www.neriwalm.gov.in and these amendments will be binding on them. Bidders are advised to visit NERIWALM website regularly for updates on the tender.

2.4 : EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, NERIWALM may at its discretion extend the deadline for submission of bid suitably.

2.5 : BID PRICE

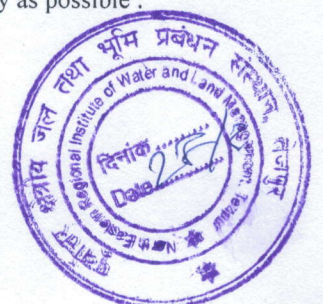
Price indicated in the schedule shall be FOR NERIWALM, Tezpur. GST, EPF, ESIC will be as per prevailing rates which may change time to time. May refer the Financial Bid Format.

2.6 : BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder’s eligibility to carry out the work of supply of labour/manpower.

2.7: BID SECURITY

2.7.1. The Bid Security of the unsuccessful bidder will be discharged/ returned as promptly as possible .



2.7.2. The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee/Security.

2.7.3. The bid security may be forfeited under the following circumstances:-

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
- b) In case the successful bidder fails to submit the Performance Guarantee/Security within the prescribed time.

2.7.4. No interest is payable on EMD.

2.7.5. In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.8 : 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.

In exceptional circumstances, the NERIWALM may request the consent of the bidder for an extension to the period of bid validity. The bid security shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.9: CLARIFICATION OF BIDS

2.9.1. 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.

2.10 : 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.

2.11 : NOTIFICATION OF SUCCESSFUL BIDDER

2.11.1. NERIWALM will notify the successful bidder in writing by registered letter/fax/email, to be confirmed in writing by registered letter/fax/email that its bid has been accepted.

2.11.2. Upon successful bidder furnishing of Performance Guarantee/Security, the NERIWALM will discharge/return its EMD.

2.12 : CANCELLATION OF LETTER OF INTENT/ WORK ORDER

2.12.1. Failure of the Successful Bidder to comply with the requirement of submission of Performance Guarantee/Security in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case NERIWALM may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.13 : INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.13.1. Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed. (Refer : Section-1)

2.13.2. Broad outline of activities from Bidders perspective:

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)
- ii) Register your organization on Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) if not already registered.
- iii) Create Users and assign roles on CPPP



2.14: ONLINE SUBMISSION.

The On Line Submission will have the following activities (A & B):

(A) Submission of Technical Part (online Submission which is to be uploaded):

- i) Section 1 to Section -5 of the Technical Bids (signed by the bidder with date and address of the bidder)
- ii) Submission of Section -06(**Bid Submission Form**) & Section-07(**Undertaking**) duly filled and signed with date by the bidder
- iii) Format of Financial Part as per **Section-8** in 02(two) parts (**Annexure –I & II**) filled and signed. It must have the conformity with the datas/rates/figures quoted in the Financial Bid(Price Bid Schedule) which is available separately in Excel sheet as BOQ
- iv) Submission of particulars of EMD/Tender Fee or any fee etc.
- v) Submission of attested copies of required document, credentials etc and in support of the eligibility of the bidder.

(The above

(B) SUBMISSION OF FINANCIAL BID (online submission only) :

Financial Bid(Price Bid Schedule) for quoting rates is available separately in Excel sheet which may be entertained and signed by the bidder. Rates may be quoted for (A) supply of labour/ manpower for general and electrical related work, and for (B) supply of labour/ manpower for Agriculture related works

(The entire bid-submission as above would be online in CPP Portal).

2.15: OFFLINE SUBMISSION :

The bidder is requested to submit the following documents offline (i.e. physically or by Post/Courier) to The Director, NERIWALM, Dolabari, Tezpur – 784027, Assam before the due date & time of submission in a Sealed Envelope. The envelope shall bear, the Name of work and Tender No. & Description and the words '**DO NOT OPEN BEFORE DUE DATE & TIME**'

- Tender Fee in the form of Demand Draft/Banker's Cheque/Pay order
- EMD in the form of Demand Draft/Banker's Cheque/Pay order
- NSIC / MSME registration certificate
- Pass Phrase/Any for opening of bids (if required).

(Tender fee and EMD amount exempted for NSIC/MSME units subject to submission of valid NSIC / MSME certificate).

(Demand Draft/ Banker's Cheque in favour of "NERIWALM REVENUE ACCOUNT" to be issued by any scheduled bank of India which is payable at Tezpur, Assam).

(All documents are address to the Director, NERIWALM, Dolabari, Tezpur, Assam, Pin-784027)

2.16: Special Note on Security of Bids: Bidder must abide by all the Rules of implementation of CPPP:

End of section - 2



SECTION – 3

Tender Notice : As mentioned in Section-1

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 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 Supplier's/Contractor's receipt of Letter of Intent LOI/WO, the Supplier/Contractor shall furnish a Performance Security for an amount as mentioned in the General Terms & Conditions(Section-5) in the form of Draft/Banker's Cheque/FD/Bank Guarantee issued by a schedule Bank from its branch payable at Tezpur, Assam .

3.3 : CHANGE ORDERS

3.3.1 The NERIWALM may at any time by written order given to the Supplier/Contractor/Firm make changes within the general scope of the contract in any

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 ARBITRATION

3.5.1 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.

3.5.2 The proceedings of arbitration shall be in English language:

3.5.3 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.

3.5.4 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

END OF SECTION 3



SECTION – 4

Tender Notice : As mentioned in Section-1

SPECIAL CONDITIONS OF CONTRACT

4.1. PAYMENT TERMS

(i) Payment will be made against submission of bills in two copies addressed to The Director, NERIWALM, Tezpur after due verification and certification by the authorized officers of NERIWALM.

(ii) Payment will be released only on confirmation of disbursement of wages of the of the workers engaged for the work.

4.2. PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.3. INSPECTION AUTHORITY

Officer deputed by Director, NERIWALM/Any Govt authority.

4.4. VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Security shall be with validity up to Contract Period plus 2 months.

4.5. DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of the labours/manpower/staff 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.

4.6. DEPLOYMENT OF STAFF

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

4.7. TOOLS & PLANTS

All the general tools (all types of safety equipments, hand tools, implements etc.) required for the work of the labour/manpower in field work shall be liability of the contractor/ service provider at his own risk and cost

4.8. 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.

- Attendance Register of the Maintenance Personnel
- Payment Register

4.9. PERSONAL ACCIDENT INSURANCE:

May refer the General Terms & Conditions in Section -5 .

END OF SECTION 4



SECTION-5

5.1 : GENERAL TERMS & CONDITIONS:

5.1(A): The estimated value of requirement of Labour/Man power for initial 01(One) year is Rs 10,00,000.00 (Rupees Ten Lakhs) only. NERIWALM has no routine requirement for Labour/Man power to be outsourced. Separate work order shall be placed to the empanelled contractor(s) as and when labour/Man power is required showing the number of man days, category of labour/ Man power, period of engagement, etc. The concerned contractor shall raise the bill to the Director, NERIWALM, Dolabari, Tezpur(Pin-784027) after satisfactory completion of the supply as per approved rates of wages of labours, Contractor's Agency charge and other statutory parameters.

1 : All duties, taxes and other levies payable under the contract or for any other cause shall include in the Agency Charge.

2 : All expenditure whatsoever for the contractor's labours/manpower 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/manpower 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/manpower engaged by him, the cost of such damage/loss will have to be borne by the contractor..

3: The contractor will strictly abide the labour Rules imposed upon him by the Govt Labour Department from time to time for the labours/manpower 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/manpower 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/manpower for any type of accident/eventuality arising at the work site , within the campus or to and from their home.

4: The contractor shall submit a complete list and deployment report of his authorised labours/manpower to the office as when engaged . 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: The labour/manpower engaged by the contractor will have to well disciplined, well mannered and should not be alcoholic/drugs addicted.

6: Institute will not provide any accommodation for the contractor's labour/manpower.

7: 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.

5.1 : EXPECTED CATEGORY OF LABOUR/MANPOWER FORCE:

(a) Highly skilled Labour/manpower :

(For general/ Electrical/Agriculture/ Office related works) : The labour/manpower shall have the requisite qualification and certificate/ Licence issued from appropriate authority .

(b) Skilled Labour/manpower :

(For general/ Electrical/Agriculture related works) : For Electrical work, operation of machine, driving of vehicle, office work and similar nature of works, the labour/ manpower shall have the requisite certificate/ Licence issued from appropriate authority .

(c) Semi –skilled labour /Clerical labour :

(For general/ Electrical/Agriculture related works) : For Electrical work, operation of machine, office work, and similar nature of works, the labour/ manpower shall have the requisite certificate/ Licence issued from appropriate authority ..



(d) Unskilled labour/manpower :

(For general/ Electrical/Agriculture related works) : The labour/manpower shall have the basic knowledge of the works for which shall be engaged

5.3 : PERFORMANCE SECURITY

1 : Within 10 days of the Supplier's/Contractor's receipt of Letter of Intent LOI/WO, the Supplier/Contractor shall furnish a Performance Security for an amount of Rs 20,000.00 (Rupees Twenty thousand) only in the form of Draft/Banker's Cheque/FD/Bank Guarantee issued by a schedule Bank from its branch payable at Tezpur, Assam .

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

3: The Performance Security will be discharged/returned by NERIWALM after completion of the supplier's/contractor's obligations including any warranty obligations under the contract.

5.4 : ACCIDENT, INSURANCE, COMPENSATION, ETC :

1. The entire labour/work force of the Contractor/Service Provider will have to be covered under insurance against any kind of accident or eventuality and NERIWALM will not be liable for payment of any compensation on that account. During the execution of work, the Contactor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. Non adherence of this clause, may invite payment of Fine/Compensation and face punishment as decided by the Competent Authority of NERIWALM or Central/State Labour Authority. NERIWALM is not liable to pay anything against accident, any eventuality, insurance, compensation etc.

5.5 : BASIC TERMS & CONDITIONS

1. In the event of the Agency/ Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, NERIWALM shall make alternative arrangement to do it and the difference of cost incurred by NERIWALM thereby shall be recovered from the Agency/ Contractor's unpaid bills and Contractor's Security deposit. Besides penalty as decided by NERIWALM shall also be levied and recovered.
2. All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of offer shall be done by the Agency/Contractor.
3. The rates to be offered/ given to the workers of different category should be as per the approved rate of Govt. of India, Ministry of Labour and Employment prevailing at that particular time. Payment should be invariably made under DBT mode.
4. Revision of Minimum Wages as per Govt. notification will be considered with its retrospective effect subject to submission of application along with notification by the Agency/Contractor.
5. If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or theft and is rendered undesirable for administration or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the without the written permission of the competent authority of NERIWALM.
6. Labour/workman supplied by the contractor will be engaged at any level of building, infrastructure, post, trees etc above and below the ground level .



7. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws and fulfilling the requirements of all statutory provisions of relevant enactments namely Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, or other labour rule, regulation applicable and amended from time to time. The contractor shall be responsible for the deposit of employee's and employer's share of statutory contribution to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such record as per rule. The contractor shall be responsible for linking of UAN's for all the person deployed and complete all the necessary formalities as required under EPF/ESI act.
8. The working time is preferably 8.00AM to 1.00PM and from 2.00 PM to 5.00PM or as directed by the institute.
9. The contract will be valid for a period of 01(one) year with provision of extension for a further period of one year on mutual understanding of both the parties provided, the performance of the party found to be satisfactory.
10. Contractor's Service Charge and GST, EPF,ESIC as applicable should show separately in the bill.
11. No request for change of Contractor's charge will be entertained during the contract period .
12. The contractor should provide necessary risk to the labour/manpower from any type of accident that may arise at the worksite or within the campus. First Aid Box should be made available in the Security Office at all time by the labour supplier for immediate medical requirement.
13. The implements required for carrying out different nature of work by the labour/manpower are to be arranged by the labour/manpower supplier at his own risk and cost. NERIWALM will not make any payment whatsoever against procurement of implements, etc.
14. Payment will be made as per actuals. The working time is preferably form 8.00AM to 1.00 PM and from 2.00PM to 5.00PM or as directed by the institute. However during exigency arising out VIP visits, training, etc. the labour supplier should be able to supply labour/manpower within 24 hours.
15. The labour/manpower to be engaged should be above 18(eighteen) years of age.
16. A labour Attendance Register should be maintained by the labour/manpower supplier for recording daily attendance of workers in the prescribed format. The Attendance Register should be produced daily before the concerned authority for necessary inspection and signature.
17. Payment to the contractor/supplier will be released only after completion of the particular work for which the labour/manpower has been hired. However, NERIWALM desires that the contractor should clear the labour wages even though payment from NERIWALM is delayed.
18. Any other clause not covered above, the contractor will be liable to abide by the direction/instruction of Director, NERIWALM in the interest of the Institute.

Signature with date of Authorized Signatory.....

Name of the signatory (In block letters)

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

Cont No:

(END OF SECTION - 1 TO SECTION 5)



SECTION – 6
(BID SUBMISSION FORM)
(To be filled up by the bidder)

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	Tender Notice No & Date	NRW/CONST/285/2022-23/..... dtd.....
B	Name f the Work:	EMPANELMENT OF CONTRACTOR FOR SUPPLY OF LABOUR/ MANPOWER TO NERIWALM, DOLABARI, TEZPUR, ASSAM(PIN-784027) For General / Electrical and Agriculture related works. (Category : Highly skilled, Skilled, Semi-skilled and unskilled)
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	PAN No :	
9	GST Reg No:	
	Name of the party as per record in document	
10(A)	Labour Licence No:	
	Name of the party as reflected in the document	
	Name of Issuing authority :	
	Validity up to :	



	Nos of Labours :	
10(B)	Labour Licence No:	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	
11	EPF Reg No:	
	Name of the party as reflected in the document	
	Name of the Office	
12	ESIC Reg No:	
	Name of the party as reflected in the document	
	Name of the Office :	
13	Particular of EMD (Copy to be submitted with Technical Bid also)	
	Amount(Rs)	
	DD/BC/PO No & Date:	
	Bank :	
14	Particular of Tender Fee (Copy to be submitted with Technical Bid also)	
	Amount(Rs)	
	DD/BC/PO No & Date:	
	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	
	IFC 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 2021	
	Period (As below)	Financial Turn Over (As below)



17	Experience in supply of labour/manpower "OR" experience of Similar Nature of Works during last 5(Five) years			
	Duration of Experience	Description of the experience	Deptt/Company/PSU/Organization	Work value(Rs)
18	Particulars of Registration of Contractor/ Firm/Company			
	Name :			
	Class /Category of Registration	Issuing Authority	Nature & type f works/business authorized for execution	Valid upto :
19	Details of the Electrical Licence/certificate/Registration of the Contractor/bidder(If any) (Not mandatory)			
	Name of the Licensee			
	Class /Category of Licence	Issuing Authority	Nature & type f works/business authorized for execution	Valid upto :
20	Particulars of MSME/NSIC Registration (If Any)			
	Class /Category of Registration	Issuing Authority	Nature of works authorized for execution	Valid upto:

Signature with date of Authorized Signatory.....

Name of the signatory (In block letters)

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

Cont No:

(END OF SECTION- 6)



SECTION- 7

Tender Notice No: NRWM/CONST/285/2022-23/..... .

Date.....

(UNDERTAKING)

To,

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

Name of the work: EMPANELMENT OF CONTRACTOR FOR SUPPLY OF LABOUR/
MANPOWER TO NERIWALM, DOLABARI, TEZPUR, ASSAM (PIN-784027 for General / Electrical
and Agriculture related works.

I/We 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/our knowledge. I/we shall be solely responsible for any false
information/statement thereof.

Signature with date of Authorized Signatory.....

Name of the signatory (In block letters)

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

Address

Cont No:

END OF SECTION-7



SECTION-8 (Format of Financial Bid) (It contains Annexure-I & Annexure-II)

Note: This Format is to be duly filled, signed by the bidder and to be uploaded with the Technical Part. The data put in the Format should have the conformity with the Rates quoted in the Financial Bid attached separately in Excel Sheet

(Annexure-I)

EMPANELMENT OF CONTRACTOR FOR SUPPLY OF LABOUR/ MANPOWER TO NERIWALM, DOLABARI, TEZPUR, ASSAM(PIN-784027)

(A) Related works: Supply of Labour/Manpower (Category : Highly skilled, Semi-skilled and Un-skilled) for **General/Electrical** related works of NERIWALM

FOR QUOTING RATES BY THE BIDDER FOR GENERAL/ELECTRICAL RELATED WORKS		
Sl no	Labour/Manpower description	Rates to be quoted against contractor's agency charge & GST (In %) both in figure and words
		For Highly Skilled , Semi-skilled and Un-skilled labour/manpower
A .1	Rate of wages per man-day (Rs.P)	As per latest rates of wages of Govt of India as applicable
A .2	Contractor's agency charge (including cost of hand handling tools, safety equipment, safety measures, other charges and expenses, etc) in percentage (In %) over the wages	
A .3	GST to be quoted in percentage (In %) on (A1+A2)	
A .4	Employer's contribution to EPF over the wages (A.1) above	(As per prevailing rates)
A .5	Employer's contribution to ESIC over the wages (A.1) above	(As per prevailing rates)

Signature of the bidder:

Name of the Signatory(In block Letter).....

Name of the bidder/party/ contractor

Address

Cont no.....

Date :

Seal :

(End of Annexure-I & Continued to Annexure-II)



(Annexure-II)

**EMPANNELMENT OF CONTRACTOR FOR SUPPLY OF LABOUR/ MANPOWER TO
NERIWALM, DOLABARI, TEZPUR, ASSAM(PIN-784027)**

(B) Related Works:: Supply of Labour/ manpower (Category :Highly skilled, Semi-skilled and Un-skilled) for Agriculture related works of NERIWALM

FOR QUOTING RATES BY THE BIDDER FOR AGRICULTURE RELATED WORKS		
SI No:	Labour/Manpower description	Rates to be quoted against contractor's agency charge & GST (In %) both in figure and words
		For Highly Skilled , Semi-skilled and Un-skilled labour/manpower
A .1	Rate of wages per man-day (Rs.P)	As per latest rates of wages of Govt. of India as applicable
A .2	Contractor's agency charge (including cost of hand handling tools, safety equipment, safety measures, other charges and expenses, etc) in percentage (In %) over the wages	
A .3	GST to be quoted in percentage (In %) on (A1 + A2)	
A .4	Employer's contribution to EPF over the wages (A.1) above	(As per prevailing rates)
A .5	Employer's contribution to ESIC over the wages (A.1) above	(As per prevailing rates)

Signature of the bidder:

Name of the Signatory (In block Letter).....

Name of the bidder/party/ contractor

Address

.....

Contact no.....

Date :

Seal :

(End of Technical Bid)

