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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/MISE/08/AMC/2024-25

Comp. No. 289508

NOTICE INVITING BIDS THROUGH GEM

BIDS (Technical and Financial) are invited through GeM Portal by the Director, NERIWALM, Dolabari, Tezpur - 784027 (Assam) from appropriate registered Firms/Contractors/Company/Individuals with Govt. Department / Govt. Organization / PSU having experience in similar nature of work 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>.

Sl. 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 (I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and (II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.	Rs. 63,000.00 EMD is payable in the form of Demand Draft/ Banker's Cheque/ISB in favour of "The Director, NERIWALM, Tezpur, Assam"	Rs. 31,38,684.00 (Rupees Thirty-One Lakh Thirty-Eight Thousand Six Hundred Eighty-Four) 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/MISE/08/AMC/2024-25**Comp. No. 289508****e-Tender FOR ANNUAL MAINTENANCE CONTRACT(AMC) FOR**

- (I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and
- (II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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

Name of the Service : ANNUAL MAINTENANCE CONTRACT(AMC) FOR

- (I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and
- (II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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)
Website: <https://neriwalm.gov.in>
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<p>Note :</p> <p>(1) All the tender documents and GeM Bid documents may please be read thoroughly before filling the Tender.</p> <p>(2) Section-10 are to be duly filled, signed and uploaded with the Financial Bid in Bidder Letter Head only.</p>		

SECTION-1

ABOUT THE NOTICE INVITING TENDER

Electronic tenders are invited from eligible bidders for **ANNUAL MAINTENANCE CONTRACT (AMC) FOR**

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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 (A) Bidding Methodology mentioned below with Technical Bids)

1. (i) Govt registered contractor/Firm/Company/Individual registered in Govt Deptt/Organization/PSU having valid documents may participate in the bidding process. (ii) Bidder having MSME Certificate authorized to carry out activities of cleaning/sanitation/General house hold maintenance/General cleaning of buildings/Temporary placement activities under the activity of **PROVIDING SERVICE** also may participate in the bidding process.

2. Average Annual Financial Turnover during the last 3 FY, ending 31st March 2025, should be at least Rs. 30.00 Lakhs.

3. Bidder should have experience of having successfully completed similar nature of AMC 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 similar completion/performance certificate costing not less than Rs. 25.00 Lakhs

Or

ii) Two similar completion/performance certificate each costing not less than Rs. 15.00 Lakhs

Or

iii) Three similar completion/performance certificate each costing not less than Rs. 12.00 Lakhs

(Similar works means Annual Maintenance Contract for Cleaning of Buildings / Internal Roads, footpath and Drains in Campus /office / multi storied buildings/reputed institution under Govt. Department/PSU)

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**.

(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 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 mentioned below (Please see the Bidding Methodology) 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 VALID DOCUMENTS MAY LEAD TO DISQUALIFICATION OF THE BID/TENDER). All the documents should be self-attested with dated signature.

- i. Submission of particulars of **EMD. (Mandatory for Non-exempted bidder)**
- ii. Submission of Registration Certificate of the Contractor/Firm/Individual with Govt Department / Govt Organization / PSU / MSME Certificate. (MSME Certificate shall have to be in force to carry out activities of cleaning/sanitation/General house hold maintenance/General cleaning of buildings/Temporary placement activities under the activity of **PROVIDING SERVICE) (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 of similar nature of AMC works/AMC services from the Client. (Merely submission of Work order/Letter of Intent will not be considered as work experience certificate). **(Mandatory)**
Bidder should have experience of having successfully completed similar nature of AMC works /AMC services in Govt. Department / Govt. Organisation / PSUs during the last 03 FY ending 31st March, 2025 should be either of the following :
i) One similar completion/performance certificate costing not less than Rs. 25.00 Lakhs
Or
ii) Two similar completion/performance certificate each costing not less than Rs. 15.00 Lakhs

	Or
	iii) Three similar completion/performance certificate each costing not less than Rs. 12.00 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.
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 (2024-25/2025-26) . (Mandatory)
xiv.	Submission of IT Return Statement for F/Y (2024-25/2025-26) (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:

- 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.
- 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. The bidders are requested to quote their rates for Service charge, consumables, charge of garbage disposal, etc considering all the above.

(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).

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

Tenders received without EMD / inadequate EMD (applicable to Non-exempted bidder) , 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

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 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 successful bidder who will be awarded the AMC work by NERIWALM.

2.1.7 “Employer” means the North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur – 784027 (Assam).

2.1.8 “GeM Contract” means the contract drawn in GeM Portal between the Service provider and NERIWALM

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 any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS:

2.3.1 As mentioned in the Section-1

2.3.2 Any clarification or communications obtained from NERIWALM and NERIWALM official website.

2.3.3 Any amendments, Corrigendum, Notification issued by NERIWALM

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 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.

2.4.2 The amendments/Corrigendum will be notified on NERIWALM Website <https://neriwalm.gov.in> and these amendments will be binding on them. Bidders are advised to visit NERIWALM Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

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

2.6 BID PRICE

Price indicated in the schedule shall be FOR NERIWALM, Tezpur, Assam. The Contract amount shall be inclusive of all the charges, taxes and duties, GST, EPF, ESIC, and other benefits of Labour, etc. as applicable and Agency Charges, cost of consumables, implements, insurance, logistic supports, etc.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish the attested copies of all the documents in support their eligibility for the bids.

2.8 BID SECURITY/EMD:

2.8.1 As mentioned in the Tender Notice for the work.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 45 days after expiry of the bid validity period prescribed by NERIWALM.

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

2.8.5 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 of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or

c) If he fails to supply the material/manpower/implements in terms of the AMC.

2.8.6 No interest is payable on EMD/Bid Security/Performance Security.

2.8.7 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.

2.9 VALIDITY PERIOD OF BID

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

2.10 CLARIFICATION OF BIDS

2.10.1 The interested bidder may visit NERIWALM Campus at Dolabari, P.O. Kaliabhomora, Tezpur, Assam PIN – 784027 during office hours of NERIWALM for inspection the proposed work before bidding at their own cost and risk.

2.10.2 The NERIWALM does not bind it to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.11 EVALUATION OF TENDERS

2.11.1 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.

2.11.2 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.

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

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

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

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

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

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

2.12 NERIWALM's RIGHT TO VARY QUANTITIES

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

2.12.2 In case of division of order among number of parties, the distribution of quantity will be accordingly done by the Purchaser/Employer on an individual tender.

2.12.3 In addition to the labour under the AMC, the Service Provider/Contractor shall have to engage labour of any category for the works of NERIWALM as and when required/asked by NERIWALM. The payment shall be made as per latest rate of wages (category wise) of Govt of India including employer's contribution to EPF & ESIC, GST and Agency charge as per quoted rate. The Service provider/Contractor will raise the Bill along with the deposit challans of EPF & ESIC, Bank statement of payment of wages etc after satisfactory completion of engagement/deployment.

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

The NERIWALM does not bind itself to accept lowest or any other tender/bid at any stage 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.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

2.14.1 Prior to the expiration of the bid period, the NERIWALM will notify the successful bidder that its bid has been accepted.

2.14.2 Upon successful bidder furnishing of Performance Guarantee, necessary documents as mentioned in the Section-1, the NERIWALM will release the Bid Security/EMD to the successful bidder.

2.15 GENERAL CONTRACT AGREEMENT/PERFORMANCE SECURITY

2.15.1 The successful bidder shall attend the office of NERIWALM at Dolabari, P.O. Kaliabhomora, Tezpur, Assam PIN – 784027 along with the **following documents, authorization certificate, performance security money and Non-Judicial Stamp Paper of appropriate value** for signing the general contract agreement within 10 (Ten) days of the GeM

Contract date. The performance security will be in the form of Demand Draft/Banker Cheque/ Pay Order/ISB (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 06 (six) months. The rate of Performance Security will be @ 5% of the contract amount. Documents to be produced / submitted at the time of drawing agreement are as below:

- i. GeM Contract.
- ii. Registration Certificate of the Contractor/Firm/Individual with Govt Department.
- iii. Registration certificate with **GST, PAN**.
- iv. Labour License registering the AMC works with Labour Department.
- v. Registration with **EPF & ESIC**.
- vi. Submission of Certificate of MSME/NSIC, if any.
- vii. Submission of Trade License upto date, if any.
- viii. Performance Security Money in the form DD/BC/Pay Order/BG/ISB in favour of the Director, NERIWALM, Tezpur, Assam
- ix. Submission of Any other clarification/Amendment.

2.15.2 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.

2.15.3 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.

2.16 CANCELLATION OF LETTER OF INTENT/GeM CONTRACT.

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

2.17 PRE BID CLARIFICATIONS

The bidder or his authorized representative may visit NERIWALM Campus at Dolabari, P.O. Kaliabhomora, Tezpur, Assam for inspection of the work area/for any clarifications before the last date of Submission of the bids during working hours of NERIWALM. No post bid clarification at the initiative of the bidders shall be entertained.

2.18 DELIVERY: As per Work Order to be issued to the successful bidder.

2.19 SUBMISSION OF BID (Refer the Bidding Methodology of section -1)

Only the following shall be accepted in physical form:

- ☐ EMD in the form of Demand Draft.
- ☐ Pass Phrase for opening of bids (if required).

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form.

2.20 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 Price Bid opening. In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.21.1 Bidding Methodology: (Refer Section -1)

Through GeM Portal

2.21.2 Broad outline of activities from Bidders perspective:

As per procedure of GeM Portal.

2.21.3 Digital Signature Certificates : The bidders should have digital signatures certificate.

2.21.4 On-Line Submission (Refer : Section 1 for details)

2.21.5 Offline Submissions : As mentioned as above . For any instructions/amendments, the Bidder should visit the website of NERIWALM and GeM Portal.

2.21.6 Special Note on Security of Bids: As per Rules of implementation in GeM:

2.21.7 Online Public Tender Opening Event (TOE) : As per GeM Portal.

2.21.8 Other Instructions

For any instructions/amendments, the Bidder should visit the website of NERIWALM and GeM Portal.

SECTION – 3

GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order/Work Order shall remain valid for the period of 01 (One) year/as mentioned in the GeM Contract/General Contract of Agreement from the date of signing of formal General agreement. However, the contract may be extended for a further period on mutual agreement if the service rendered by the party is found to be satisfactory. If the service is found un-satisfactory NERIWALM can cancel the work with 01 (one) month prior notice.

3.2 PERFORMANCE SECURITY: (Kindly Refer Section -2, Clause No. 2.15)

3.3 CHANGE ORDERS

3.3.1 The NERIWALM may at any time by written order given to the Supplier/Contractor make changes within the general scope of the contract in any one or more of the following:-

a) Services to be provided by the supplier/contractor.

3.3.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.4 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract the work or part thereof under the contract without prior written permission of the Purchaser.

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 not 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 LD can be recovered from any dues of the Supplier.

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 security deposit of the Supplier/Contractor, if a security is taken from 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

If 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 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 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 Supplier, terminate this contract in whole or in part.

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 upto 25% of the original quantity at the same rate and terms & conditions of the GeM Contract/contract order. The Service Provider/Contractor will have the binding to carry out the AMC work till the fresh part is finalized by NERIWALM for additional period till the fresh contractor is finalized by NERIWALM at the same quoted rate, terms & condition

3.13 COMPLIANCE TO LABOUR LAW

3.13.1 The contractor/Service Provider shall abide by and comply with EPF Laws, ESIC Laws, Insurance, Income Tax Act/Rules, Minimum Wages Act, Minimum Wages (Central) Rules, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, Contract Labour (Regulation & Abolition) Central Rules, or any other law in force from time to time.

3.13.2 The engagement, deployment and payment of wages to Housekeeping personnel as per the above laws shall be the sole responsibility of the contractor and any breach of such laws shall be deemed to be breach of this contract.

3.13.3 The contractor shall be liable for any legal dispute/case/claims that may arises or may arise during currency of the contract due to non-compliance of labour or other related laws.

SECTION – 4

SPECIAL CONDITIONS OF CONTRACT

4.1 PLACE OF FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

4.2 PAYMENT TERMS

- i. Payment will be made on monthly basis after submission of attendance and bill of the preceding month duly verified by Engineer In-charge.
- ii. The payment shall only be released on confirmation of disbursement of wages, ESIC, EPF and other allowances/contribution, etc to labours deployed at site by the agency duly verified by Accounts Section, NERIWALM.
- iii. On submission of consumable item sheet duly verified by Engineer In-charge.
- iv. No price escalation, other than revision in minimum wages as notified by the Government from time to time, shall be admitted by the Client during the contract period including the extended period, if any.
- v. The contractor shall raise invoice every month and submit the same for reimbursement along with the following documents to concerned official of NERIWALM by 5th of every following month.
 - a) Attendance Sheet of manpower deployed during the month in NERIWALM premises duly authenticated by authorized official of the NERIWALM.
 - b) Statement of wages paid along with bank statement in the preceding month to manpower deployed in their respective bank accounts.

- c) Proof of remittances made in the preceding month towards EPF and ESI contributions in respect of manpower deployed at Client's premises.
- d) Declaration regarding compliance of labour laws.
- vi. NERIWALM will pay only the bill as per actual execution/deployment of labour (sweeper and Cleaner) against monthly bill as per latest rate of wages of Govt of India including employer's part of ESIC & EPF, GST(as per prevailing rate) and Agency charge (as per quoted rate).
- vii. Cost of consumables, garbage disposal outside the campus of NERIWALM, etc will be paid as per quoted rate/amount.
- viii. Monthly labour wages shall be for a maximum of 26 (twenty six) working days for male labour and 22 (twenty two) days for female labour in a month. The total days of duty will be maximum of 6 (six) days a week and 26 (twenty six) days a month for all the labours.

4.3 PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.4 INSPECTION AUTHORITY

Officer deputed by Director, NERIWALM.

4.5 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Security Money for a value of **5 %** of value of the awarded work value/GeM Contract value with validity up to contract period plus 6 (six) months for final handing over of AMC covered equipments, etc. For other details kindly refer the Section-2.

4.6 SCOPE OF WORK

4.6.1 The scope of work shall cover complete cleaning solution to NERIWALM Campus. **(Kindly Refer Annexure I, II, III & IV of Section – 05)**

4.6.2 In addition to the labour under the AMC, the Service Provider/Contractor shall have to engage labour of any category for the works of NERIWALM as and when required and requisitioned by NERIWALM. The payment shall be made as per latest rate of wages (category wise) of Govt of India including employer's contribution to EPF& ESIC, GST and Agency charge as per quoted rate. The Service Provider/Contractor will raise the Bill along with the deposit challans of EPF & ESIC, Bank statement of payment of wages etc after satisfactory completion of engagement/deployment.

4.7 PERIOD OF CONTRACT

Annual Maintainance Contract for Cleaning of building, roads, footpaths in NERIWALM Campus at Dolabari, Tezpur shall be initially for a period of 01 (one) year extendable for further period on mutual agreement between NERIWALM and the Contractor/Agency at same terms & conditions subjected to satisfactory performance of contractor.

4.8 DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the Director, NERIWALM shall be final & binding on the contractor.

4.9 DEPLOYMENT OF STAFF

4.9.1 The contractor shall engage cleaning workers not below the age of 18 years.

4.9.2 The NERIWALM shall not provide any accommodation to any of the Housekeeping Personnel deployed by the contractor.

4.9.3 Contractor shall keep a record of the details like name, age, parentage, photograph address (residential as well as permanent) of all Housekeeping personnel and shall submit such record on demand of the Client.

4.9.4 The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the Housekeeping related tasks assigned at Client's office.

4.9.5 The strength of the workers can be enhanced or decreased on the discretion of the NERIWALM based on the functional requirement. However, payment shall be made based on the actual no. of workers engaged on day to day basis.

4.9.6 The Contractor should be capable of providing any additional number of persons required for any allied works un-skilled or semi-skilled workers for seasonal/occasional/intermittent in nature on need basis requirement for a specific period during the period of contract. The NERIWALM will pay minimum rate of wages as per latest order of Govt of India.

4.10 TOOLS & PLANTS

All the general tools/implements/Hand Cart/cleaning materials/Toiletries/Freshner/consumables required for cleaning purposes should be provided by the Service Provider at the contractor's risk and cost. Only vacuum cleaner shall be issued by NERIWALM for the contract period. The contractor shall include the charges for the same in the bid/quote. No separate payment shall be made for the purpose.

4.11 SCHEDULE OF MAINTENANCE

Within one week of award of work, the contractor shall submit for approval of NERIWALM enclosing the detailed schedule of operation, routine, along with daily monthly activities of cleaning activities to concerned officer of NERIWALM.

4.12 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 Cleaning Personnel

☐ Payment Register

☐ Cleaning Material Register

☐ The contractor shall maintain complete official records of disbursement of wages showing specifically details of all deductions such as EPF, ESI etc., in respect of all the Housekeeping personnel/ any staffs deployed at Client's premises.

4.13 PERSONAL ACCIDENT INSURANCE:

The entire contractor's employee 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. The contractor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. On non adherence of this clause, suitable action/fines shall be initiated as per rule as decided by NERIWALM.

4.14 PERIOD OF OPERATION

i) The operation time will be as follows;

- a) 7.00 AM to 3.00 PM for full day duty or as directed by the authority of NERIWALM.
- ii) Frequency in each cycle may be change depending to the condition.

SECTION – 5**SCOPE OF WORK****ANNEXURES*****ANNEXURES-I*****1. Details of Buildings in NERIWALM Campus.****(a)**

Sl. No.	Buildings/Areas:	Total buildings	Type of Building	Total Floor Area	Total Toilet block
01	Administrative Building both inside & outside	01 No.	G + 2	1900 sqm.	11 Nos.
02	RCC Laboratory Building both inside & outside	01 No.	GF+3	2500 sqm.	18 Nos.
03	Auditorium Building both inside & outside	01 No.	GF	950 sqm.	04 Nos.
04	Assam Type Women's Hostel both inside & outside	01 No.	GF	276 sqm.	09 Nos.
05	Common Areas of RCC Residential Quarter (Type-II, III, IV & IV Special)	06 Nos.	G + 2, G + 1, G + 2, G + 2, G + 1	550 sqm.	Nil
06	Security Office both inside & outside	01 No.	GF	25 sqm.	01 No.

b) Labour/Manpower required for cleaning and sweeping of Building as indicated above :

- (i) Male sweeper : 1 (One) Labour x full day for 6 days a week.
(ii) Male cleaner (unskilled) : 4 (Four) Labours x full day for 6 days a week.
(iii) Female cleaner (unskilled) : 3 (Three) Labours x full day for 5 days a week..

2. Details of road, footpaths, drains in NERIWALM Campus.**(a)**

Sl. No.	Roads, Drains, Footpath etc.	Total Areas/Length/Weight (approx.)
01	Drains (Main & Sub-drain)	1600 RM
02	Surface Drain	1100 RM
03	Road Surface	900 sqm
04	Footpath Surface (Vertical and horizontal)	2200 sqm
05	Frontage Area (Gate No.1, 2 &3)	200 sqm
06	Day to Day disposal of Garbages of above buildings	200 kg

(b) Labour/Manpower required for cleaning and browming of the roads, foothpath, drains and disposing of Garbage as indicated above :

- (i) Unskilled Labour (Male) : 03 (three) Labours x full day for 6 days a week.
- (ii) Unskilled Sweeper (Male) : 01 (one) Labour x full day for 6 days a week.

Note : Collection of garbage from all buildings (residential, academic, administrative, hostels, etc.) and residential area and its disposal as per Central/State Government specified norms. The Contractor/Bidder shall include the charges for the same in the bid/quote. No separate payment shall be made for the purpose.

ANNEXURE – II

GENERAL SCOPE OF WORK: (TERMS & CONDITIONS)

(A) Administrative Building:

- 1) Daily cleaning of the corridors, entrance lounge and other free spaces of the entire Administrative Building including sweeping the floors at all levels – Both wet & dry cleaning. (Total days of work/week = 6 days)
- 2) Daily removal of the dust, unwanted impressions, waste papers, spider nets (cobweb) etc. from all the rooms, corridors etc. as directed (Total days of work/week = 6 days)
- 3) Daily cleaning (wet & dry cleaning) of the toilets at all levels including providing the day to day toilet cleaning materials, naphtha balls in the Urinals, wash basins, toilet soaps/papers, odonils etc. as directed (Total days of work/week = 6 days)
- 4) Cleaning of the floor carpets in alternate days with vacuum cleaners (to be provided by the institute) for all the rooms of the building at all levels. (Total days of work/week = 3 days)
- 5) Cleaning of the vinyl floors, window, door, ceiling, top floor, electric fixtures, grill etc. at various levels of the building. (Total days of work/week = 3 days)
- 6) Cleaning of the drains including plinth protections of the building in alternate days. (Total days of work /week = 6 days)
- 7) Regular (Daily) cleaning of the surroundings of the Administrative Building as directed for making the areas clean and free from unwanted rubbish or other foreign materials. (Total days of work/week = 6 days)
- 8) Daily cleaning of the entrance porch and approach road, ramp, fencing etc. of the Administrative Building as directed. (Total days of work/week = 6 days)

The cleaning time for inside the building may be as follows:

7 A.M. to 9 A.M.

External 9 A.M. to 12 noon

(B) RCC Laboratory Building:

- 1) Daily cleaning of the corridors, rooms and other free spaces of the entire Laboratory Building including sweeping the floors – Both wet & dry cleaning. (Total days of work/week=6 days)
- 2) Daily removal of the dust, waste papers, spider nets (cobweb) etc. from all the rooms, corridors etc. as directed (Total days of work/week = 6 days)
- 3) Daily cleaning (wet & dry cleaning) of the toilets at all levels including providing the day to day toilet cleaning materials, naphtha balls in the urinals, wash basins, toilet soaps/papers, odonils etc., as directed. (Total days of work/week = 6 days)
- 4) Cleaning of the floor carpets in alternate days with vacuum cleaners (to be provide by the institute) for all the rooms of the building at all levels. (Total days of work/week = 3 days)

- 5) Cleaning of the drains including plinth protections of the building, window, door, grill, ceiling, electric fixtures etc. on alternate days. (Total days of work/week = 6 days)
- 6) Regular (Daily) cleaning of the surroundings of the Laboratory Building as directed for making the areas clean and free from unwanted rubbish or other foreign materials. (Total days of work/week = 6 days)
- 7) Daily cleaning of the entrance porch and approach of the Laboratory Building as directed. (Total days of work/week = 6 days)

The cleaning time may be as follows: 7 A.M. to 9.30 A.M.

(C) Security office, areas etc:

- 1) Daily cleaning of the area including sweeping the floors- both wet & dry cleaning.
- 2) Daily removal of the dust, waste papers, spider nets (cobweb) etc., from all the rooms, corridors, grill, window, door, ceiling, electric fixtures etc. as directed.
- 3) Daily cleaning (wet & dry cleaning) of all the toilets including providing the day to day toilet cleaning materials, naphtha balls in the urinals, wash basins, toilet soaps/papers, ordinals etc. as directed.
- 4) Daily cleaning of the entrance porch and approach of the Security Office as directed. The cleaning time may be as follows :
10 A.M. to 1.00 P.M.

(D) Auditorium:

- 1) Daily cleaning of the outside of the complete auditorium building.
- 2) Cleaning(dry & wet) the walls, false ceiling, door & windows, grills, floors, furniture, equipment, plinth, approach, roof gutter, terrace of the auditorium at least twice a week or as necessary including dusting complete as directed by the institute.
- 3) Complete cleaning of the toilet blocks as and when required.

(E) Common Area of RCC Residential Quarters (Type – II, III, IV & Type – IV (special) :

- 1) Cleaning and booming on alternate days of the open areas and staircase in all the floors of RCC residential quarters occupied by staffs and officers of NERIWALM.
- 2) Removal of dust, waste papers, spider nets (cobwebs) etc, from open areas, staircase, etc of residential quarters, etc as directed.
- 3) Cleaning of drains including plinth protection of the residential quarters once a week.

(F) Assam type Women's Hostel of the campus:

- 1) Daily cleaning of the outside of the complete auditorium building.
- 2) Cleaning(dry & wet) the walls, false ceiling, door & windows, grills, floors, furniture, equipment, plinth, approach, roof gutter, terrace of the auditorium at least twice a week or as necessary including dusting complete as directed by the institute.
- 3) Complete cleaning of the toilet blocks as and when required.

(G) Internal roads and drains of the campus:

- 1) Daily booming and cleaning of the campus roads and footpath (6 days a week) and disposal of collected waste to the nearby low lying areas or as directed and specified.

- 2) Cleaning of secondary drain should be carried out every alternate day (3 days a week). The main drain should be cleaned at least once a week or as directed and specified.
- 3) Brooming and cleaning of the frontage of Gate-1,2 &3 of NERIWALM alternate day

(H) Disposal of Garbage, waste etc :

- 1) Collection of the garbage, waste of the Residential Quarters/Hostel/Guest House/ Office buildings etc and disposal as directed and specified by Hand Cart.
- 2) Garbage accumulated from campus may dispose outside the campus at local municipal designated place. Garbage transfer from campus under the liability of service provider.

(J) In addition to the labour under the AMC, the Service Provider/Contractor shall have to engage labour of any category for the works of NERIWALM as and when required and requisitioned by NERIWALM. The payment shall be made as per latest rate of wages (category wise) of Govt of India including employer's contribution to EPF& ESIC, GST and Agency charge as per quoted rate. The Service Provider/Contractor will raise the Bill along with the deposit challans of EPF & ESIC, Bank statement of payment of wages etc after satisfactory completion of engagement/deployment.

ANNEXURE – III

REQUIREMENT OF TOILETRIES, IMPLEMENTS FOR CLEANING AND SWEEPING OF THE BUILDINGS													
Sl. No.	TOILETRIES REQUIRED FOR		REQUIREMENT OF TOILETRIES, IMPLEMENTS PER MONTH										
	Description	Qty	Odonil a month (in pc)	Toilet paper a month (in pc)	Neptha ball a month (in kg)	Hand wash soap a month (in pc)	Hand Liquid a month (in L)	Phool Jaruh a month (in pc)	Mop a month (in pc)	Detergent a month (in kg)	Dilute Acid/Harpic a month (in L)	Latrine brush a month (in pc)	Wiper a month (in pc)
A	FOR WATER CLOSET IN:												
	RCC Laboratory Building	16		6	1.25								
	Administrative Building	17		6	1.25								
	Auditorium Building	6		2	0.25								
	Security Office	1		1	0.25								
B	FOR HAND WASH BASIN IN:												
	RCC Laboratory Building	22				20							
	Administrative Building	17				15							
	Auditorium Building	6				4							
	Security Office	1				1							
C	FOR URINAL IN :												
	RCC Laboratory Building	18											
	Administrative Building	20											
	Auditorium Building	17											
	Security Office	1											
D	FOR TOILET BLOCK IN :												
	RCC Laboratory Building	18	10				0.5		0.5	1	2	0.5	0.5
	Administrative Building	11	10				0.5		0.25	1	2	0.5	0.5
	Auditorium Building	4	4				0.25		0.25	0.75	2	0.5	0.25
	Security Office	1	1				0.25			0.25	0.5	0.5	0.25
E	FOR BUILDING AS BELOW:												
	RCC Laboratory Building							1					
	Administrative Building							1					
	Auditorium Building							0.5					
	Security Office							0.5					
TOTAL:			25.00	15.00	3.00	40.00	1.50	3.00	1.00	3.00	6.50	2.00	1.50

ANNEXURE – IV

REQUIREMENT OF IMPLEMENTS, CLEANING MATERIALS FOR CLEANING OF ROADS, DRAINS AND FOOTPATH				
Sl. No.	Items	Unit	Qty per Year	Qty per month
1	Coconut Jaru/Broom	kg	38	3.17
2	Kodali	pc	4	0.33
3	Belsa	pc	4	0.33
4	Rain Coat (Considering life to 01 year)	pc	5	0.42
5	Full Jaruh/Broom	pc	12	1.00
6	Bamboo sticks jaru/Broom	kg	24	2.00
7	Jobaka	pc	4	0.33
8	Phenile	L	24	2.00
9	Dao, Kaasi	Set	2	0.17
10	Repairing cost of the implements	L.S	L.S	L.S

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

(I) All inclusive comprehensive operation and cleaning of Administrative Building, RCC Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

Service Description:Annual maintenance of building, roads, drains, footpath, sanitation etc

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..... referred 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:

By the said **Employer**:

Signature:.....

Signature:.....

Name _____
(For & On behalf of Service Provider)

Name _____
(For & On behalf of NERIWALM)

In presence of

In presence of

Name : _____
Address:.....

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: _____
(Name & Address)

Witness 1: _____
(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 (I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and (II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.
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:	
	Name of the party as per record in document	
11	Registration Certificate of the Contractor / Firm / Individual with Govt Department/PSU/Company dealing	
	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	Deptt/Company/PSU/ Organization	Work value (Rs.)
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). The documents should self-attested with date by the bidder			
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 Registration Certificate of the Contractor/Firm/Individual with Govt Department. (In case of MSME certificate, it shall have to be in force to carry out activities of cleaning/sanitation/General house hold maintenance/General cleaning of buildings/Temporary placement activities under the activity of PROVIDING SERVICE) (Mandatory)		
iv	Submission of registration certificate with GST, PAN. (Mandatory)		
v	Submission of valid Labour License (Mandatory)		
vi	Registration with EPF & ESIC. (Mandatory)		
vii	Submission of Experience certificate in the form of work completion certificate/Performance certificate from the Client. (Merely submission of Work order/Letter of Intent will not be considered as work experience certificate). (Mandatory) Bidder should have experience of having successfully completed similar nature of AMC 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 similar completion/performance certificate costing not less than Rs. 30.00 Lakhs Or ii) Two similar completion/performance certificate each costing not less than Rs. 20.00 Lakhs Or iii) Three similar completion/performance certificate each costing not less than Rs. 15.00 Lakhs		
viii	Submission of UNDERTAKING (Section - 09 Annex – I, II, III & IV) duly filled and signed by the bidder. (Mandatory)		
ix	Submission of Solvency Certificate from its Banker as on FY 2025-26 or as on current date (Section – 09 Annexure – V). (Mandatory)		

x	Submission of Audited Balance Sheet or Financial Statement for the F/Y (2024-25/2025-26). (Mandatory)		
xi	Submission of IT Return Statement for F/Y (2024-25/2025-26). (Mandatory)		
xii	Submission of Turnover Certificate for F/Y (2024-25/2025-26). (Mandatory)		

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

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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**

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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, Medclaim, Insurance etc. we further undertake that wages/salaries of the workers to be engaged at NERIWALM for any month will be paid within 1st week 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

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and

(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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

(I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and
(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

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**

- (I) All inclusive comprehensive operation and cleaning of Administrative Building, Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletries, implements, cleaning materials, etc and
(II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.

Sl. No.	Particulars	Unit	Qty. (Manpower)	Total Working Days per manpower for 01 (one) month	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 per month) x 12 months
A	<u>MANPOWER COMPONENT</u>						
(i)	Total Cost of Deployment of manpower (sweeper and cleaner) Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	09.00	26	234.00	628.91	17,65,979.28

(ii)	Total Cost of Deployment of manpower (sweeper and cleaner) Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	03.00	22	66	628.91	4,98,096.72
A	TOTAL COST ON MANPOWER COMPONENT for 01 (One) year period (Rs.) (Summation of Total Amount of A ((i) to (ii))						22,64,076.00
B	GST on Total Cost on Labour Component (18 % of A)						4,07,533.68
C	Contractor fixed service charge (in %) on total cost of Manpower Component (A) for contract period of 01 (One) year (including GST) (%)						(Percentage (%) to be quoted by bidders)
D	Contractor fixed service charge (in Rs.) on total cost of Manpower Component (A) for contract period of 01 (One) year (including GST) (Rs.) i.e. <u>Total Amount of A x Percentage (%) quoted in C</u>						(Amount to be filled up by bidder in Rs.)
E	<u>CONSUMABLES AND OTHER COMPONENTS AS STATED IN SECTION – 5 (Annexure – III & IV</u>						
(i)	Cost of consumables, cleaning items for cleaning of buildings, roads, drains, footpath etc. including Contractor profit, GST and other charges (in Rs.)	Lump-sum	for 01 year period				(Amount to be quoted by bidders in Rs.)

(ii)	Charges for garbage waste transfer from NERIWALM to Municipal designated place including Contractor profit, Machinery charge, GST and other charges (in Rs.)	Per Garbage Vehicle Trip	for 01 year period (for 36 trips in a year) (Minimum Capacity of Vehicle : 2 cum)	(Amount to be quoted by bidders in Rs. for 01 (One) Trip)	(Amount to be quoted by bidders in Rs. for total 12x3 = 36 trips in 01 year period)
F	Grand Total for 01 (One) year period (including Labour Component, Consumables and other component, Contractor Service Charge, GST and other charges) (Rs.) i.e. <u>F = Amount of A + B + D + E</u>				(Amount to be filled up by bidder in Rs.)
G	Total Quoted Amount (Rs.) for 01 (One) year AMC period (including Labour Component, Consumables and other component, Contractor Service Charge, GST and other charges) (in figures)				(Amount to be filled up by bidder in Rs.)
H	Total Quoted Amount for 01 (One) year AMC period (including Labour Component, Consumables and other component, Contractor Service Charge, GST and other charges) (Rs.) (in words)				

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. C, D, E, F, G & H 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	Unskilled Manpower
Basic Pay + VDA as per Chief Labour Commissioner Order	Rs. 541.00
EPF and Admin Charges @ 13.00 %	Rs. 70.33
ESIC @ 3.25 %	Rs. 17.58
Total Amount per manday (Rs.)	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 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(5)/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) NERIWALM will pay only the bill as per actual execution/deployment of labour (Sweeper and Cleaner), consumables supplied, garbage disposed off outside the campus, etc against monthly bill (For details, may please refer “the Payment Terms” at 4.2). No payment will be made extra.
- p) L1 will be selected as per GeM Portal Financial Bid Actions point.
- q) In case of Multiple L1, Preference will be given as per GeM.
- r) The Bidder may quote their service charge on manpower for which they may go through the related directives of Govt of India /GeM Portal.
- s) 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 consumables, implements, etc is also calculated and incorporated in the estimate as per prevailing rates to a tune of **Rs. 31,38,684.00** (Rupees Thirty-One Lakhs Thirty-Eight Thousand Six Hundred Eighty-Four) only for **01 (One) year**.

(Signature of the bidder with seal).....
Name of the Signatory (In Block Letters) :.....
Name of the party:
Address
Seal