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Ph No.(03712)291069



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. NRW/CONST/285/2022-23/ 1061

Date: 09.06.2023

**NOTICE INVITING BIDS THROUGH GEM**

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

EMD is payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "The Director, NERIWALM, Tezpur, Assam". The tender along with terms and conditions may be viewed and downloaded from the institute's website <https://neriwalm.gov.in> and GeM Portal. Interested bidders may participate in the bidding process in GeM Portal

Sl. No.	Name of the work	Earnest Money (Rs.)	Estimated Value (excluding Agency/Seller charges) (Rs.)	Last date of submission of Tender (Technical & Financial)	Date of opening the tender
1	Requirement of Daily wages labour for various works in NERIWALM Campus (For Construction, Maintenance and Agriculture related works)				
a	Requirement of Daily Wages Labour for Admin Section, NERIWALM (Data Entry Operator) (Skilled)	As per GeM portal	1,99,852.10	As per GeM Portal	As per GeM Portal
b	Requirement of Daily Wages Labour for Soil & Water Testing Lab (Clerk) (Skilled)		1,42,360.40	As per GeM Portal	As per GeM Portal
c	Requirement of Daily Wages Labour for Research Farm and other related (Agriculture Labour) (Un-Skilled)		4,61,354.40	As per GeM Portal	As per GeM Portal
d	Requirement of Daily Wages Labour for Painting related maintenance works (Painter) (Skilled)		14,542.92	As per GeM Portal	As per GeM Portal
e	Requirement of Daily Wages Labour for Carpentry work for maintenance related works (Carpenter) (Skilled)		12,119.10	As per GeM Portal	As per GeM Portal
f	Requirement of Daily Wages Labour for Masonary work for maintenance related works (Mason) (Skilled)		14,542.92	As per GeM Portal	As per GeM Portal

love

Website: <https://neriwalm.gov.in>

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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)

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Ministry of Jal Shakti, Govt. of India)

g	Requirement of Daily Wages Labour for Painting related maintenance works (Painter) (Semi-Skilled)		12,073.68	As per GeM Portal	As per GeM Portal
h	Requirement of Daily Wages Labour for maintenance related works (Labour/Mazdoor) (Un-Skilled)		45,942.40	As per GeM Portal	As per GeM Portal
i	Requirement of Daily Wages Labour for Agricultural & Training related activities (Clerk) (Skilled)		1,99,852.10	As per GeM Portal	As per GeM Portal
j	Requirement of Daily Wages Labour for Reprography & for assisting in daily housekeeping operations of Library (Clerk) (Skilled)		1,99,852.10	As per GeM Portal	As per GeM Portal
k	Requirement of Daily Wages Labour for academic related works (Clerk) (Skilled)		32,852.40	As per GeM Portal	As per GeM Portal
<b>Total Estimated Value (including Labour Wages, ESIC, EPF, GST (18%)) (excluding Agency/Seller charges) (say) (Rs.)</b>				<b>Rs. 15,75,706.53</b>	

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

  
Deputy Director (Admin)  
NERIWALM

Copy to:

1. PS to Director for favour of Director's kind information
2. Chief Vigilance Officer (CVO), NERIWALM
3. Assistant Director (Civil), NERIWALM
4. Accounts Officer, NERIWALM.
5. Assistant Engineer (Civil), NERIWALM
6. Notice Board, NERIWALM for wide circulation
7. NERIWALM WEBSITE: <https://neriwalm.gov.in> for publishing in website.
8. Online GeM Portal for publishing and tendering in GeM Portal.



Tender No.: NRW/CONST/285/2022-23/.....1061..... Dtd : ..09.06.23.....

**TENDER(E-Tender) FOR REQUIREMENT OF DAILY WAGES LABOUR FOR VARIOUS WORKS IN NERIWALM CAMPUS.**

**Name of the work:** REQUIREMENT OF DAILY WAGES LABOUR FOR VARIOUS WORKS IN NERIWALM CAMPUS.

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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## SECTION-1

### ABOUT TENDER NOTICE

Electronic tenders through GeM Portal are invited from eligible bidders for requirement of Daily Wages Labour for various works in NERIWALM Campus

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

**Important Dates:** As mentioned in the Tender Notice (GeM) as indicated in the 1<sup>st</sup> Page.

**Tender Fee (non refundable) as mentioned in the Tender Notice/GeM Portal.**

**Earnest Money (refundable) as mentioned in the Tender Notice/GeM Portal** shall be paid and the particulars of the submission of EMD shall be submitted with the Technical Bid as stated below.

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

Bidders are advised to visit the GeM Portal and NERIWALM official website (neriwalm.gov.in) regularly for updates/amendments, if any.

**Eligibility Criteria and Valid Documents to be submitted:** Appropriate registered Firms/Contractors/Company/Individuals with Govt Department having experience in similar nature of work and having the following documents may participate in the bidding process as given below:-

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 2022, should be at least Rs. 10.0 Lakhs.
2. Bidder should have experience of having successfully completed similar AMC works during the last 3 years ending 31st March, 2022 should be either of the following:
  - i) One similar orders costing not less than Rs 20.0 Lakhs/- per Annum.
  - Or
  - ii) Two similar orders each costing not less than Rs 10.0 Lakhs per Annum.(Similar works means Supply of Daily Wages Labour and AMC work for various works in Campus /office / multi storied buildings/reputed institution under Govt. Department/PSU)  
(Please submit copy of Work Completion Certificate from the Client. Simply submission of Work Order/LOI will not be acceptable.).
3. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. in doing business with them (Please submit undertaking as per **Section-9**)
4. The Bidder should be registered for GST and PAN (Submit attested copy of Registration Certificate, PAN Card, GST Registration, Labour License, Experience Certificate etc).



5. The Bidder should be registered in ESI & EPF authority (submit copy of Registration Certificate).
6. The Bidder should be registered for Labour License with Labour Department.
7. The Bidder should have a local registered office in Sonitpur District of Assam.
8. The AMC/Service/work will have to be registered with labour department. The labour license and certificate shall be acquired from the Labour Department and Labour Welfare Board by the Contractor after the GeM contract is drawn. The labour license and the certificate shall be submitted to NERIWALM at the time of signing the General Contract of Agreement. Irrespective of having the labour license, the successful bidder will have to register the work/service with the Asstt. Labour Commissioner (Central) and procure a license pertaining to the work/service (For details may referred the **Section -2**)

**Note:** Bidder must submit necessary supporting documents as proof in respect of the eligibility criteria mentioned below.

**(A) Technical Bid Part :** The following shall be signed with seal and dated and will comprise the Technical Bid in PDF :

- i. Submission of the Tender papers (**Section 01 to Section-09**) duly signed by the bidder
- ii. Submission of particulars of **EMD/Tender Fee**.
- iii. Submission of copies of Registration Certificate of the Contractor/Firm/Individual with Govt Department.
- iv. Submission of registration certificate with **GST, PAN**,
- v. Submission of valid **Labour License**.
- vi. Registration with **EPF & ESIC**.
- vii. Submission of valid **Local Registered Office** presence in Sonitpur District of Assam State.
- viii. Submission of Experience certificate.
- ix. Submission of **BID SUBMISSION FORM (Section-08)** duly filled and signed by the bidder.
- x. Submission of **UNDERTAKING (Section-09)** duly filled and signed by the bidder.
- xi. Submission of Certificate of MSME/NSIC, if any.
- xii. Submission of Trade License upto date, if any.
- xiii. Submission of **Solvency Certificate** from its Banker.
- xiv. Submission of Last Financial year **Audited Balance Sheet or Financial Statement**.
- xv. Submission of Last Financial year **IT Return Statement**.
- xvi. Submission of **Turnover Certificate**.
- xvii. Submission of Any other clarification/Amendment.

**(B) Financial Bid Part :** As per GeM Portal

**Tenders received without EMD / inadequate EMD, and without the requisite Tender Fee 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” 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” means the successful bidder who will be awarded the AMC/Services work by NERIWALM.

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

#### 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. 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.

## 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 Tender Document.

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 himself 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 the quantity of the goods 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.

## **2.13 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**



**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 (in favour of **The Director, NERIWALM, Tezpur**) from any Scheduled Bank payable at Tezpur, Assam. The performance security in the form of Bank Guarantee from any scheduled bank payable at Tezpur, Assam shall be valid for the contract period plus 03 (three) months.

- |       |  |
|-------|--|
| i.    | GeM Contract.  |
| ii.   | Registration Certificate of the Contractor/Firm/Individual with Govt Department. |
| iii.  | Registration certificate with <b>GST, PAN</b> .                                  |
| iv.   | <b>Labour License registering the AMC/Service works with Labour Department.</b>  |
| v.    | Certificate registering the AMC/Service work with Labour Welfare Board.          |
| vi.   | Registration with <b>EPF &amp; ESIC</b> .  |
| vii.  | Submission of Certificate of MSME/NSIC, if any.                                  |
| viii. | Submission of Trade License upto date, if any.                                   |
| 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 in all respect and submission of **LCC** (Labour Clearance Certificate) from the Labour Department by the contractor to NERIWALM at their own risk and responsibility.

## 2.16 CANCELLATION OF LETTER OF INTENT

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 Point no. 2.21 of section -2)

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Guarantee
- Tender documents including all sections duly signed and stamped.
- NSIC / MSME registration certificate
- 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:**

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 in the NIT/Other communication made personally or through NERIWALM website.**

### **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

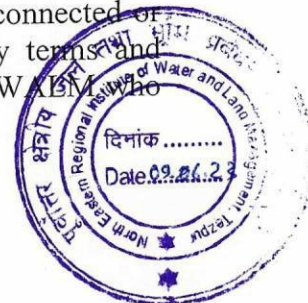
3.5.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. 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.



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

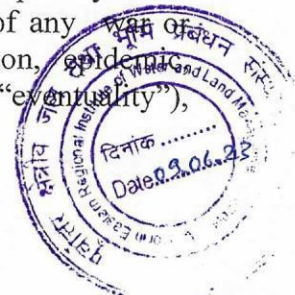
This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Tezpur and Guwahati having jurisdiction in appeal there from. Any dispute in relation to the contract shall be submitted to the appropriate 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 hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, 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

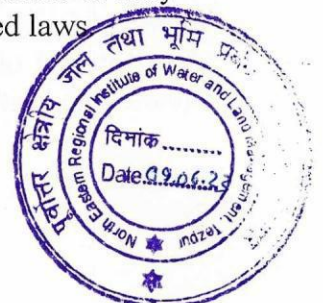
NERIWALM reserves the right to place "Add on order" for additional quantity upto 25% of the original quantity at the same rate and terms & conditions of the purchase/contract order within six months from the date of issue of purchase order.

### 3.13 COMPLIANCE TO LABOUR LAW

3.13.1 The contractor shall abide by and comply with EPF Laws, ESIC Laws, Income Tax Act/Rules, Minimum Wages Act, 1948, Minimum Wages (Central) Rules, 1950, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules, 1971 or any other law in force from time to time.

3.13.2 The engagement, deployment and payment of wages to Manpower 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 REQUIREMENT OF DAILY WAGES LABOUR FOR VARIOUS WORKS IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.**

#### **4.2 PAYMENT TERMS**

- i. Payment will be made on monthly basis after submission of attendance and bill in the succeeding months duly verified by Officer In-charge.
- ii. The payment shall only be released on confirmation of disbursement of salaries, ESIC, PF and other allowances, etc to labours deployed at site by the agency duly verified by Accounts Section, NERIWALM.
- iii. No price escalation, other than revision in minimum wages and EPF & ESI 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.
- iv. 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 personnel deployed during the month at NERIWALM premises duly authenticated any authorized official of the NERIWALM.
  - b) Statement of wages paid along with bank statement in the preceding month to manpower personnel deployed in their respective bank accounts.
  - c) Proof of remittances made in the preceding month towards EPF and ESI contributions in respect of manpower personnel deployed at Client's premises.
  - d) Declaration regarding compliance of labour laws in terms of Section-3 clause 3.13.

#### **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 3 % of value of the awarded work value with validity up to contract period plus 3 months for final handing over of AMC/Service covered equipments, within 10 days from date of issue of work order/letter. For other details kindly refer the Section-2.

#### **4.6 PERIOD OF CONTRACT**

Contract shall be initially for a period of one year extendable for further period on mutually agreement between NERIWALM and contractor at same terms & conditions subject to satisfactory performance of contractor.



#### 4.7 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.

#### 4.8 DEPLOYMENT OF STAFF

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

4.8.2 The NERIWALM shall not provide any accommodation to any of the manpower Personnel deployed by the contractor.

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

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

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

4.8.6 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 + service charges + GST applicable from time to time.

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

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

4.8.9 The labour/manpower engaged by the contractor will have to well disciplined, well-mannered and should not be alcoholic/drugs addicted.

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

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

4.8.12 Any damages/ losses caused by deployed manpower shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider during their performing the functions/duties, or for payment towards any compensation.





4.8.13 The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.

4.8.14 The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer.

4.8.15 The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law

#### **4.9 SCHEDULE OF WORK**

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 necessary activities to concerned officer of NERIWALM. The working time is preferably 8.00AM to 1.00PM and from 2.00 PM to 5.00PM or as directed by the institute.

#### **4.10 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.

- The labour Attendance Register should be maintained by the labour/manpower supplier for recording daily attendance of workers in the prescribed format. The Attendance Register should be produced daily before the concerned authority for necessary inspection and signature.
- Payment 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 manpower personnel deployed at Client's premises.

#### **4.11 PERSONAL ACCIDENT INSURANCE:**

The entire contractor's employee will have to be in covered under insurance against any personal accident and NERIWALM will not be liable for payment of any compensation on that account. During the execution of work, the contractor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. On non adherence of this clause, suitable action/fines shall be initiated as decided by NERIWALM.



**SECTION – 5**  
**SCOPE OF WORK**

a) **Skilled Labour/Manpower :**

For General/ Electrical/Agriculture/Office/Data Entry/Sanitation/Carpentry/Masonry/Painting related works.

b) **Semi-skilled Labour /Clerical labour :**

For General/ Electrical/Agriculture/Office/Sanitation/Carpentry/Masonry/Painting related works.

c) **Unskilled Labour/Manpower :**

For General/ Electrical/Agriculture/Sanitation/Carpentry/Masonry/Painting related works.

Sl. No.	Type of the works (General/Electrical/Agriculture related)	Skill Category	Type of Services Required
A	B	D	E
1	Agriculture	Skilled	Data Entry Operator for Admin Section
2	Agriculture	Skilled	Clerk for Soil & Water Testing Lab
3	Agriculture	Unskilled	Labour agriculture for Research Farm and other related works
4	General	Skilled	Painter for Maintenance Section
5	General	Skilled	Carpenter for Maintenance Section
6	General	Skilled	Mason for Maintenance Section
7	General	Semi-skilled	Painter for Maintenance Section
8	General	Unskilled	Mazdoor/Labour for Maintenance Section
9	Agriculture	Skilled	Clerk for Agricultural Training related works
10	Agriculture	Skilled	Clerk for Library work
11	General	Skilled	Clerk for Academic related works



SECTION – 6

AGREEMENT

This agreement made on ..... between North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur (hereinafter called the employer) of the one part and .....here in after called “ The Contractor” of the other part.

Whereas the employer is desirous that certain works should be executed i.e. Annual Maintenance Contract for Cleaning of buildings, roads, footpaths and drains in NERIWALM Campus at Dolabari, Tezpur, Assam and has accepted a tender of the contractor for .....

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

In this Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract there after refered to.

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

The Tender No. ....

The award letter No. ....

References as mentioned in the award letter

In consideration of the payments to be made by the employer to the contractor, the contractor hereby convenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract.

NERIWALM hereby convenants to pay the consideration of, complete contract-for providing photocopying and documentation of the works at the contract price at the times and in the manner prescribed by contract.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

For & on behalf of  
Contractor

For & on behalf of North Eastern Regional  
Institute of Water and Land Management

Witness

(i)

(ii)

Date :

Tezpur



**SECTION – 7**  
**(BID SUBMISSION FORM)**  
**(To be filled up by the bidder)**

To

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

Dear Sir,

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

<b>A</b>	<b>Tender Notice No. &amp; Date</b>	
<b>B</b>	<b>Name of the Work:</b>	REQUIREMENT OF DAILY WAGES LABOUR FOR VARIOUS WORKS IN NERIWALM CAMPUS
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(A)	Labour Licence No:	
	Name of the party as reflected in the document	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	
11(B)	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:	
11(C)	EPF Registration No.	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
11(D)	ESIC Registration No.	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
12	Particular of EMD (Copy to be submitted Online with Technical Bid also)	



	Amount (Rs.)		
	Transaction Details:		
	Bank :		
13	Particular of Tender Fee (Copy to be submitted Online with Technical Bid also )		
	Amount (Rs.)		
	Transaction Details:		
	Bank :		
14	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)		
15	Average Annual Financial Turnover during the last 3 years, ending 31st March 2023		
	<b>Period (As below)</b>	<b>Financial Turn Over (As below)</b>	
16	Experience in similar nature of works during last 3(Three) years		
	<b>Duration of Experience</b>	<b>Description of the experience</b>	<b>Deptt/Company/PSU/Organ ization</b>
17	Particulars of Registration of Contractor/ Firm/Company with Govt. Department		
	Name :		
	Class /Category of	Issuing	Nature & type of
			Valid upto :



	Registration	Authority	works/business authorized for execution	
18	Particulars of MSME/NSIC Registration (If Any)			
	Class /Category of Registration	Issuing Authority	Nature of works authorized for execution	Valid upto:

**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 – 8

UNDERTAKING

To,

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

Sub: REQUIREMENT OF DAILY WAGES LABOUR FOR VARIOUS WORKS IN  
NERIWALM CAMPUS

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

Signature of the Bidder : .....

Name (IN BLOCK LETTERS) : .....

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

Address.....

.....

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

(End of Technical Bid)

