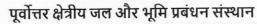


दोलाबारी, कालियाभोमोरा Dolabari, P.O. Kaliabhomora तेजपुर-784027, असम (भारत) Tezpur-784027, Assam (India)

Date: 21.09.2023



NORTH EASTERN REGIONAL INSITITUTE 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/THGH/AMC/22/2022-23 / 30 28

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 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 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 work	Earnest Money	Tentative Estimated value	Last date of submission of Tender (Technical & Financial)	Date of opening the tender
01	PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM	Rs. 44,650.00 EMD is payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "The Director, NERIWALM, Tezpur, Assam"	Rs. 22,32,000.00 (Rupees Twenty Two Lakh Thirty Two Thousand) Only	As per GeM	As per GeM

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

Deputy Director (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. Library & Information Assistant, NERIWALM for information and he is requested to maintain the record of the advertisement published in the Assam Tribune.
- 7. NERIWALM WEBSITE: https://neriwalm.gov.in for publishing.
- 8. Purchase Cell for exploring through GeM Portal for publishing and Bidding.
- 9. Notice Board, NERIWALM for wide circulation.



Tender No	.: NRWM	I/THGH/A	MC/22/2022-2	23/	Dtd:
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TENDER(E-Tender) FOR PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM.

<u>Name of the work</u>: PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM.

Through GeM

Invited by



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

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

Website: https://neriwalm.gov.in
Phones: 03712-268107/268007

Fax: +91(03712)268007



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SECTION-1

ABOUT TENDER NOTICE

Electronic tenders through GeM Portal are invited from eligible bidders for "PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM."

Purpose: Providing Housekeeping and Catering services at NERIWALM, Dolabari, Tezpur, Assam for the following:

- a) 20 (Twenty) nos of double bedded standard room with attached bathroom & toilet, 03 (Three) nos of double bedded deluxe room with attached bathroom & toilet, 03 (Three) nos of double bedded VIP room with attached bathroom & toilet, 01 (One) no. of Meeting Hall, 01 (One) no. of Common Mess, 01 (One) no. of VIP Dining Room, 01 (One) no. of VIP Lounge room with common passage of rooms and entire dining, kitchen, store area spread out in 02 floors of Trainees' Hostel.
- b) Providing housekeeping services at NERIWALM Assam Type Guest House.
- c) Providing housekeeping services at NERIWALM RCC Type II Block I (Boys Hostel).
- d) Providing housekeeping services at NERIWALM RCC Type IV (Special Unit 1 & 3) (Girls Hostel).

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 1st 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 2023, should be at least Rs. 12.0 Lakhs.
- 2. Bidder should have experience of having successfully completed similar AMC works during the last 5 years ending 31st March, 2023 should be either of the following:
 - i) One similar orders costing not less than Rs 12.0 Lakhs/- per Annum.
 - Or ii) Two similar orders each costing not less than Rs 6.0 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 **Annexure I**)
- 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 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)
- 9. The Bidder should be registered for food catering services from the appropriate authority.
- 10. The Bidder should not be in any Joint Venture.

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 without which or part thereof the tender may be rejected:

- 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 Valid Certificate / License for food catering services from the appropriate authority (FSSAI) (the Central Licensing Authority under Food Safety and Standard Act, 2006).
- v. Submission of registration certificate with GST, PAN.
- vi. Submission of valid Labour License.
- vii. Registration with EPF & ESIC.
- viii. Submission of valid Local Registered Office presence in Assam State.
- ix. Submission of Experience certificate.
- x. Submission of BID SUBMISSION FORM (Section-08) duly filled and signed by the bidder.
- xi. Submission of UNDERTAKING (Annexure-I) duly filled and signed by the bidder.
- xii. Submission of Certificate of acceptance of Quality (Annexure-II) duly filled and signed by the bidder.
- xiii. Submission of Undertaking to comply Minimum wage policy of Government of India (Annexure-III) duly filled and signed by the bidder.
- xiv. Submission of UNDERTAKING FOR OPENING OFFICE AT TEZPUR (Annexure-IV) duly filled and signed by the bidder.
- xv. Submission of Certificate of MSME/NSIC, if any.
- xvi. Submission of Trade License upto date.
- xvii. Submission of Solvency Certificate from its Banker.
- xviii. Submission of Last 03 (Three) Financial year Audited Balance Sheet or Financial Statement.
- xix. Submission of Last 03 (Three) Financial year IT Return Statement.
- xx. Submission of Turnover Certificate.
- xxi. Submission of Any other clarification/Amendment.



(B) Financial Bid Part: As per GeM Portal and Section – 8 of Technical Bid (Rates shall be quoted in Financial Bid and attached/submit separately in pdf/excel sheet)

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 BIDDER

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/Services work by NERIWALM.
- **2.1.7** "Employer" means the North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur 784027 (Assam).
- 2.1.8 "The schedule of quantity' means the schedule of quantity as specified and forming part of this contract.
- 2.1.9 "Works' or 'work' means the work(s) described in the "Scope of Work" and/or to be executed in accordance with the contract and includes labour, materials, apparatus, equipment of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.
- **2.1.10** "Month' means calendar month. 'Week' means seven consecutive days. 'Day' means a calendar day beginning and ending at 00 hrs and 24 hrs respectively. Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa.

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 or 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, consumable implements, 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.
- 2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Security.
- 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 Security within the prescribed or

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- 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.

2.9 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 itself 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 Security, 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 (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 have to 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 GST, PAN.
- iv. Labour License registering the said works with Labour Department.
- v. Valid Certificate / License for food catering services from the appropriate authority (FSSAI) (the Central Licensing Authority under Food Safety and Standard Act, 2006).
- vi. Registration with EPF & ESIC.
- 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.

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:

- ☐ EMD in the form of Demand Draft/Bank Guarantee
- □ 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 prespective:

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.

2.21.8.1 Eligibility Criteria: Bid is open to all Bidders fulfilling the eligibility criteria as per the Bid Section – 1

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- 2.21.8.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. NERIWALM has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, NERIWALM is entitled to issue corrigendum to tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

 2.21.8.3 The Contractor shall ensure that they are fully conversant with the premises/ building/ complex in question as well as with the business activities thereat and its related manpower requirements for the work specified.
- **2.21.8.4** The NERIWALM shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the NERIWALM, except under emergencies / unavoidable circumstances.
- 2.21.8.5 The Contractor shall exercise adequate supervision to ensure proper performance of Services in accordance with the requirements. The Contractor shall issue identity cards/ identification documents to all its employees. The personnel of the Contractor shall not be the employees of the NERIWALM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the NERIWALM shall not have any liability whatsoever on this account.
- **2.21.8.6** The details of the machineries proposed to deploy and other technical details can be furnished in the Technical bid by the bidder. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, conferences or site visits will be reimbursed by the NERIWALM.
- 2.21.8.7 The rate should be quoted in Indian Currency only.
- **2.21.8.8** In quoting rates, the bidders are advised to take into account all factors including any fluctuations in market rates during the contract period. Please note that the rate quoted in the tender shall remain firm and valid for the contract period of 'ONE YEAR' from the date of commencement of work. During this period no request for enhancement / escalation in rates shall be considered under any circumstances.
- 2.21.8.9 The rate quoted by the bidders shall remain firm and shall cover all works mentioned in scope of work of this tender and include cost of all materials required for upkeep of the premises, materials for preparation of food, tools & equipment deployed, maintenance of the machineries, contractors profit, transportation charges and all statutory levies, insurance, applicable taxes, and any other statutory component.
- 2.21.8.10 The bidders are advised to inspect the site and acquaint themselves with the actual working and prevailing site conditions before quoting the rates. Please note that it is bidders' responsibility to provide all items which may not be specifically mentioned in the scope of works but are necessary to complete the work and subject services to the satisfaction of the NERIWALM. The cost of visiting the

Site shall be at the Bidders' own expense. Any deviations of information in the report and the actual site will not be the responsibility of the NERIWALM.

- **2.21.8.11** The NERIWALM shall not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- **2.21.8.12** No employee of NERIWALM shall be engaged by the contractor during the course of carrying out the works.
- **2.21.8.13** If any bidder withdraws his tender before the said period or make any modifications in the original terms and conditions of the tender, the NERIWALM shall, without prejudice to any other right or remedy, be at liberty to cancel such tenders and forfeit full value of the EMD as aforesaid.
- **2.21.8.14** The contractor has to maintain an attendance register of the persons employed and the same will be inspected daily by the NERIWALM's Officer-in-charge.
- 2.21.8.15 If any of the worker employed by the contractor is found to be under performing or any mobilization is found or found under the influence of alcohol or any abusive substance / indecent behaviour reported while on duty, such person/persons shall not be allowed to work at site anymore and the NERIWALM reserves the rights to ask contractors for immediately removal of such person(s) with suitable substitute immediately.
- **2.21.8.16** The contractor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.
- **2.21.8.17** The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data& ID proof of the staff deployed at site like their full address, educational qualification, age proof, aadhar card, photograph etc. shall be made available before commencement of work.
- **2.21.8.18** No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the NERIWALM.
- **2.21.8.19** Tender shall be quoted on the prescribed format only. The tenders quoted in any other format shall be summarily rejected and EMD of such bidder shall be forfeited.
- **2.21.8.19** Quoted rates per unit being different from those prescribed in the tender shall render the bid disqualified without any claim/explanation.
- **2.21.8.20** All the parts of this tender documents i.e. Tender Notice, General rules and Instructions to bidders, offer letter, General conditions of contract, Annexure etc. shall constitute part of the contract document.
- **2.21.8.21** The contractor shall follow such Act, rules and regulations of the Local government bodies, State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. NERIWALM shall not be responsible for any infringement of the various statutes in force by the contractor.

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- 2.21.8.22 The contractor shall take, at his own cost the necessary Trade License (on catering and housekeeping Service) from statutory authorities in respect of this work. The expenses in completing the formalities in executing the agreement including expenses towards stamp paper, Registration charges, etc., if any, shall be borne by the contractor.
- 2.21.8.23 STATUTORY DEDUCTION towards INCOME TAX, Work Contract Tax and any other statutory deductions as per the law prevalent will be made as per Rules.
- 2.21.8.24 The contractor shall be responsible to ensure making payment at the "Prevailing Minimum Wages" as notified by Regional Labour Commissioner (Central) to their labourers/ employees directly in their NERIWALM accounts and shall produce relevant documents to NERIWALM for verification every month along with their monthly bills failing which bills may not be paid.
- 2.21.8.25 The contractor shall be bound to submit original challans and other documents with regard to payment of ESIC/EPF/any other statutory dues /compliances/pay slip along with monthly bill to NERIWALM, failing which bill will not be entertained.
- 2.21.8.26 No union formation is allowed.
- 2.21.8.27 The Contractor's Supervisor shall be the first line of contact for NERIWALM, who shall report to the designated officers of NERIWALM for all requirements. Mobile numbers of Supervisor to be provided on receiving the work order. One dedicated smart phone with sim is to be provided by the contractor to his /her Supervisor and other staffs at contractor expenses. Monthly recharge for SIM card to be done by the contractor.
- 2.21.8.28 The estimated quantity for manpower and machines mentioned in this tender is minimum indicative. It shall, however, be sole responsibility of the contractor to ensure deployment of additional manpower required, if any, for execution of work and services to the utmost satisfaction of client/employer/owner i.e. NERIWALM without any extra charge but within the accepted tender amount only.
- 2.21.8.29 In case, any demand is raised by the NERIWALM for providing additional manpower for any extra work /activity other than those pertaining to the scope of work of the captioned project, the contractor shall make arrangements for the same and cost thereof shall be paid by the NERIWALM on the basis of minimum wages including EPF/ESIC etc..
- 2.21.8.30 All the chemicals, consumables required for the purpose of providing services should be of standard brands as specified in the tender, and as per the approval of NERIWALM. No substandard material shall be used. The chemicals used for the purpose of cleaning shall be eco-friendly and biodegradable.
- 2.22 SITE VISIT: Please refer 2.21.8.10



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 or till the agreement is withdrawn/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 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

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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 nonperformance 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 TUT course of manufacture which may be in the possession of the Supplier at the time of such terminations

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 PAYMENT TERMS

- i. Neither any advance nor any loan from any NERIWALM or financial institution shall be recommended on the basis of Work Order or Award of work.
- ii. The payment of monthly bills in respect of the captioned Contract shall be paid by NERIWALM only after all documents as indicated below are submitted along with the bill:
- iii. ESIC/EPF challan for the previous month.
- iv. A separate sheet mentioning the names of the staff deputed at NERIWALM Site,
- v. Wages/Salary amount credited in the NERIWALM's account of individual,
- vi. Amount of PF & ESI Deposited in their respective account. The statement should have the PF number of the staff and the agency shall fix its official seal and signature on the statement.
- vii. A separate covering letter undertaking that the PF amounts have been credited rightly as per the statement enclosed should also be submitted.
- viii. ESIC challan for the previous month along with separate sheet mentioning the names of the staff deputed at NERIWALM and the amount credited against their account with the ESIC office.
- ix. The statement should have the ESIC number of the staff and the agency shall fix its office seal and signature on the statement. A separate covering letter undertaking that the ESIC amounts have been credited rightly as per the statement enclosed should also be submitted.
- x. The original wages register, signed by your employees deputed to NERIWALM sites, in token of receipt of payment for the previous month, should be submitted for certification of NERIWALM/NERIWALM representative, as the principal Employer, every month.
- xi. Whenever under the contract any sum of money shall be recovered from, or payable by the contractor, the same shall be paid by the contractor on demand. The NERIWALM may also deduct such amounts from any dues of the contractor, or from any sum which at any time there after becomes due to the contractor under his contract or under any other contract or from his security deposit, in respect of this work or in respect of any other works.
- xii. If NERIWALM engages workers to complete any part or whole of the work as per this contract for any period, due to failure of the contractor to engage adequate number of workers, in that event, contractor has to reimburse to NERIWALM, the extra cost involved on this account.
- xiii. The rate quoted against service charge in price breakup format by the bidder shall remain fixed and valid for the entire contract period. No escalation/price increase, whatsoever shall be considered during this period for this part. Accordingly, contractor has to take due care on this account while quoting the rates.
- xiv. For the Manpower cost part, which is prefilled in the price breakup format, consequent upon revision of rates of VDA/ Minimum wages by Govt. notification or Amendments in Labour Laws, coming into effect after submission of price bid, if any, and during the currency of the contract, the current rate of wages shall be incorporated in the bill including related contribution, service charge "OR" the Contractor shall be reimbursed by NERIWALM for additional expenditure due to such change. Such reimbursement by NERIWALM shall be subject to production of documentary evidence by the Contractor of making such payment to the contract labour and depositing with the statutory authorities wherever required, to the satisfaction of NERIWALM and to the extent where such payment is directly attributed to change in VDA / minimum wages and all social security benefits by Govt. Notification / amendments in Labour Laws. The labour wages shall be paid for 06 (Six) working days '+' 01 (One) day leave salary/rest day principle.
- The price to be quoted by bidder shall be inclusive of all taxes and will be binding on the bidder. In case of any change in GST or introduction of any new tax due to Statutory act of dwarf the Government after the date of submission of tenders and during the tender period, the quantum of additional taxes so levied will be allowed to be charge d extra as separate tenders.

without any change in price structure of the items approved under the tender. Similarly, if there is any reduction in tax etc. shall be deducted. Price structure will be solely dependent upon the rate approved as per work order and revisions of the same as per price variation/escalation clause mentioned in the tender. For claiming the additional cost on account of the increase in tax structure, the bidder should produce proof from the concerned Competent Authorities for having paid additional tax on the services provided to the NERIWALM and can also claim the same in the invoice.

4.2 PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.3 INSPECTION AUTHORITY

Officer deputed by Director, NERIWALM.

4.4 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to deposit Performance Security Money for a value of 3 % to 10 % 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 GeM Contract. For other details kindly refer the Section-2.

4.5 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 subjected to satisfactory performance of contactor.

4.6 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.

4.7 DEPLOYMENT OF STAFF

- 4.7.1 The contractor shall engage cleaning workers not below the age of 18 years.
- 4.7.2 The NERIWALM shall not provide any accommodation to any of the manpower Personnel deployed by the contractor.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 The strength of the workers can be increased 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.

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- 4.7.6 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.
- 4.7.7 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.
- 4.7.8 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.
- 4.7.9 The labour/manpower engaged by the contractor will have to well disciplined, well-mannered and should not be alcoholic/drugs addicted.
- 4.7.10 Institute will not provide any accommodation for the contactor's labour/manpower.
- 4.7.11 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 Contactor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. Non adherence of this clause, may invite payment of Fine/Compensation and face punishment as decided by the Competent Authority of NERIWALM or Central/State Labour Authority. NERIWALM is not liable to pay anything against accident, any eventuality, insurance, compensation etc.
- 4.7.12 Any damage/ loss caused by the 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.
- 4.7.13 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.
- 4.7.14 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.
- 4.7.15 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.
- 4.7.16 Supervision of work: The contractor's authorized representative shall be in attendance in the premises during all working hours for supervising the work. For any negligence of the service

employed by the contractor or for any loss or damage caused or occasioned by himself, his agents or workmen in respect of the property of NERIWALM, the contractor shall be personally responsible and shall make good the loss forthwith.

- 4.7.17 UNIFORM: The contractor shall provide New Uniform (with Company's name badge) to all its employees deployed in the premises within the quoted rate(s) and no extra payment shall be made to contractor on this account.
- 4.7.18 The Contractor shall employ suitable labour to carry out the respective work to the satisfaction of the NERIWALM. The contractor shall furnish to the NERIWALM at the intervals specified by NERIWALM, a distribution of the number and description of labour employed in carrying out various works /activities.
- 4.8.19 The Contractor shall submit on every month to the NERIWALM a statement showing in respect of the preceding month:
 - a. The number of labourers employed by them on the work with attendance register.
 - b. The wages paid to them including copies of EPF & ESIC payment.
 - c. The staff/workers employed by the contractor shall not find under the influence of alcohol or any abusive substance at any point of time. Further, the mobilization of the workers engaged shall be such that they maintain the dignity of the office at all time and any incident of mobilization or indecency is noticed at the workplace, NERIWALM shall have the right for asking replacement of such workers employed by the contractor.

4.7.20 Following manpower needs to be deployed by the contractor:

Sl. No.	Designation	No. of staff
(i)	Supervisor/Hospitality Person (Skilled) Working experience in PSU contracts/ Hotels/ Guest house	01
(ii)	Head Cook Person (Skilled) Experienced in all Indian dishes	01
(iii)	Room Attendant/Housekeeping Person (Unskilled) Working experience in PSU contracts/ Hotels/ Guest house	03
(iv)	Pot Washer cum Kitchen Cleaner (Unskilled)	01
(v)	Sweeper/Cleaner (Unskilled) for Trainees Hostel	01
(vi)	Sweeper/Cleaner (Unskilled) for Guest House & Student Hostel (Half Day)	01

Note:

- i) Contractor should engage competent and experienced Supervisor to manage the Catering & Housekeeping Services in coordination with NERIWALM officer in-charge.
- ii) Contractor should also engage adequate number of experienced/trained Cooks, Mess/ Housekeeping/Sanitary workers, washer-men, etc. to provide the above services to the utmost satisfaction of NERIWALM. Housekeeping services personnel should not be deployed for catering services and vice versa.
- iii) In whole, the Contractor should engage minimum 08 persons per day for Housekeeping and Catering services and the deployed crew should consists of minimum 02 skilled and 06 unskilled persons to provide the Catering and Housekeeping services. However, the contractor should engage the required number of relievers in all categories (skilled, semi-skilled & unskilled) to maintain the minimum manpower per day in order to compensate weekly off given to the regular workers as per statutory requirement at his/her quoted rate and no extra payment will be made in this regard.

iv) The Supervisor/Hospitality Person and Head Cook will be considered under skilled category and remaining catering personnel will be considered under unskilled categories and accordingly the



minimum wages Act, GOI shall be made applicable to them by the Contractor. NERIWALM will not provide or bear the cost of additional manpower for catering and housekeeping services.

- v) In case of any deficiency noticed in the required services, due to short deployment of any manpower, necessary remedial deductions will be imposed as per special conditions of the contract. If the recurrences of inadequate deployment of manpower happens repeatedly, even after imposing remedial deductions, then such type of act will be considered as 'unsatisfactory performance' and necessary action will be initiated as per the contract terms & conditions.
- vi) Out of the above list of staff, minimum 1 worker staff shall be female. The reservation for SC/ST/OBC for deployed staffs should be as per Government rule.
- vi) Anyone found unsuitable in his actual performance will be liable for a change.
- vii) All personnel should submit medical fitness certificate.
- viii) All personnel should have working and speaking knowledge of Hindi and local language.
- ix) All above staff should be uniformed and with shoes. They, including scavenger, should wear neat and clean dress. Nobody will move in duty hours in dirty dress. The contractor bear the cost of all Housekeeping/Manpower Dress, badge, hair fall mask, gloves and other necessary dress up for 01 year period. No additional payment will be paid from NERIWALM.
- x) Contractor shall get Character & Antecedents verification certificate from the Police as required by NERIWALM, for their personnel before the commencement of contract and prior to deploy any new persons against replacement/requirement for this service.

Necessary approval prior to the deployment shall be obtained from NERIWALM officer in charge.

4.8 SCHEDULE OF WORK

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

4.9 RECORDS TO BE MAINTAINED AT SITE

The following Register shall be maintained by the contractor at site and to be got signed by the authorised officer of NERIWALM.

recording daily attendance of workers in the prescribed format. The Attendance Register should produced daily before the concerned authority for necessary inspection and signature.	
produced daily before the concerned authority for necessary inspection and signature.	rec
	pro

☐ Payment Register

	The	contractor	shall	maintain	complete	e official	records	of	disbursemen	t of	wages	showing
spe	ecific	ally details	of all	deductions	such as	EPF, ES	I etc., in	resp	ect of all the	man	power	personnel
de	ploye	d at Client'	s pren	nises.								

4.10 PERSONAL ACCIDENT INSURRANCE:

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 contactor 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.

4.11 LANGUAGE:

The language in which the contract documents shall be drawn shall be English.

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4.12 INSPECTION OF SITE:

The bidders are advised to inspect the building and examine finishes (glass, aluminium composite panel, crystalline glass, Italian marble, granite, tiles, carpets, stainless steel cladding, veneers, laminates, building fixtures/ fittings, etc.) before quoting their rates. It is expected that the bidders will provide high quality services without damaging the existing finishes provided in the various areas of the premises.

4.13 WORK ON SUNDAY AND HOLIDAYS:

The contractor has to arrange for engaging his workers on Sunday and holidays, for thorough deep cleaning of the internal and external areas as required by the employer. No Extra payment on this account will be made by the Employer. However, there should be one weekly holiday for each employee on rotation basis and reliever if any required to be arrange by contractor at his own cost.

4.14 ADDITIONAL WORK:

Should any new areas of work transpire, which the Employer considers are not envisaged, as being part of this tender, the prices for the new scope of work shall be mutually decided and agreed upon between the Employer and the contractor based on actual rate analysis on established norms. In the event of non-agreement of the rates, the Employer reserves the right to get the same carried out through any other agency so appointed for.

4.15 PROTECTION OF WORKS AND PROPERTY:

The contractor shall continuously protect the Employer's properties from damage or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. In case the contractor fails to make good the losses caused to the NERIWALM due to his fault or due to negligence of his staff, NERIWALM reserves the right to invoke the security deposit as stated above to cover such losses.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the Employer and the contractor.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract.

4.16 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.:

Schedule of major equipment to be kept at site should be attached. The list of major equipments to be deployed by the contractor should be enclosed.

The equipments to be kept on site should be absolutely new and the contractor should submit the copies of the purchase bills to NERIWALM. The contractor should ensure that the equipment provided on site are functioning at all times.

4.17 PROCUREMENT OF CLEANING AND OTHER MATERIALS:

All the cleaning materials and consumables as required for the entire scope of work shall be supplied by the Contractor within their quoted rates only. All the cleaning materials shall be of reputed make approved by the NERIWALM.

4.18 OTHER COMPLIANCES: The Contractor should ensure compliance of the following for smooth execution of work:

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- a) Identity card should be issued by the contractors to the contract staff deputed on NERIWALM site.
- b) All contract staff engaged by the contractor in NERIWALM should possess Identity card issued by the contractors.
- c) All Contract staff should bear specified uniform bearing badges of Company's name and other safety accessories, viz Helmet, Safety belt, etc.

4.19 LOCAL LAWS, ACTS, REGULATIONS:

The contractor shall strictly adhere to all prevailing labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following: ☐ Minimum Wages Act, 1948 ☐ Payment of Wages Act 1936 ☐ Workmen's Compensation Act 1923 (Amended), as applicable ☐ Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 ☐ Apprentice Act 1961 ☐ Industrial Employment (Standing Order) Act 1946 ☐ Personal Injuries (Compensation Insurance) Act 1963 and any other modifications ☐ Employees' Provident Fund and Miscellaneous Provisions Act 1952 and Amendment thereof ☐ Employees State Insurance Corporation Act ☐ Shop and Establishment Act, as applicable ☐ Any other Acts Central or States, that may be applicable or bye law or enactment relating thereto and rules framed there under from time to time. ☐ Factories Act, ☐ Employment of Children Act 1938, ☐ Employers Liability Act 1938, ☐ Industrial Disputes Act 1947 The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by NERIWALM / NERIWALM in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor or his workmen and any money which may become payable to NERIWALM as aforesaid shall be deemed to be deducted by NERIWALM or may be recovered by the NERIWALM from the contractor.

4.20 DISMISSAL OF WORKMEN:

out by the contractor for this contract.

workmen and all costs and expenses as may be incurred by the

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee. The contractor shall take necessary steps as per law in such situations.

The Contractor shall keep the Employer saved harmless and indemnified against claims, if any, of the

Employer in connection with any claim that may be made by any workmen relating to work carried

4.21 TECHNICAL AUDIT / SCRUTINY:

The Employer shall have right to carry an audit / technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. by any of the persons or organizations as appointed by the Employer.

If as a result of the examination or otherwise any sum is found to have been overpaid or over certified, it shall be lawful for the Employer to recover the sum from any payment due to the contractor for such work.

4.22 RECORDS OF DAILY OPERATION:

The Contractor shall maintain and provide comprehensive logbook of cleaning procedure adopted record of chemicals used, and details of daily record of cleaning activity carried out in all units of the buildings.

4.23 INSPECTION BY EMPLOYER:

- a) General: The Employer shall have the right to inspect at all times any tools, instruments, materials/chemicals, staging or equipment used or to be used in the performance of the WORKS. The contractor shall make all parts of the WORK accessible for these inspections.
- b) Rejection of work and Equipment: The Employer shall have the right to condemn any or all tools, instruments, materials /chemicals, equipment or work which does not confirm to the specifications. The contractor shall be responsible for any breakage caused by its workers at the site. Breakage of any light fixtures, furniture, tiles, mirror, glass, any other fittings/fixtures provided in the building by the persons employed by the contractor due to their negligence will have to be set right by the contractor at his cost within 3 days of such damages. In case of their failure to do so, the NERIWALM shall be at liberty to get the same done from any other agency at the Contractor's cost, risk and consequences.

4.24 REPORTING AND RECORD KEEPING:

- a) Management reporting and process reviews: The Employer shall approve the format for the monthly report to be submitted by the contractor along with every monthly bill.
- b) Operating Meetings: During the early stages of the agreement, it is expected that the frequent operation meetings will be required between the service contractor's manager and employer's representative/s to discuss priorities to establish satisfactory reporting procedures. The contractor shall make the appropriate personnel available for attending all these meetings.
- c) Performance Review Meeting: Performance review meetings shall be held quarterly to review the overall performance of the contractor. The Senior Management of the contractor and Employer shall attend these meetings.
- d) Quality Assurance: The contractor shall implement a quality system in accordance with ISO standards. The contractor shall develop, in conjunction with the Employer's representatives, the standards of service to be provided and how performance to be measured and monitored.

4.25 PENALTIES /LIQUIDATED DAMAGES:

- a. The Contractor shall disburse salary to its deployed manpower as per Central Govt. minimum wages Act latest by 10th of every month, failing which penalty equivalent to one-day salary (Basic + DA) per delayed day shall be credited by the contractor into the account of the respective employees whose salary has been delayed, apart from his regular remuneration which the contractor is payable to him. Proof of the same shall be submitted to the NERIWALM along with the bills of the next month. If such scenario continues for a period of 3 continuous months then the contract shall be liable to be terminated. Security Deposit /Performance NERIWALM Guarantee shall be forfeited and NERIWALM guarantee shall been cashed. The NERIWALM will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.
- b. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/supervisor. If the required numbers of manpower/supervisors are less than specified number as mentioned in the contract, a penalty of Rs.1000/- per absentee per day shall be deducted from the bill(s).
- c. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned



number of manpower, the NERIWALM shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from the Contractor to be paid within seven days to the credit of the NERIWALM.

- d. An amount of Rs. 3000/- will be levied as liquidated damages per day from the Contractor whenever and wherever if found that the work is not up to the mark. If the Contractor fails to perform as per the satisfaction of NERIWALM within 15 days, liquidated damages clause as incorporated in the tender document of the Contractor by NERIWALM will be invoked.
- e. Under any circumstances the collected wastes should not be burnt or dumped inside the campus. In case of any such observation by the NERIWALM, the Contractor shall be penalized up to 5% of the monthly Bill amount which will deducted from any bills/dues of Contractor.
- f. In addition to above NERIWALM shall have the right to impose incidental penalty on the contractor on receiving complaints from guest as per the bellow motioned rates:

SI. No.	Incident	Penalty amount per incident
1	Non-supply of towel / napkin / soap / liquid soap near wash basin	Rs. 100
2	Workers without uniform	Rs. 100
.3	Complaints from occupants regarding services quality	Rs. 200
4	Non-maintenance of hygienic condition in all rooms, staircases, toilets etc. including the kitchen	Rs. 300
5	Loss / misplacement of the Room keys	Actual cost plus Rs. 300
6	Loss of assets/properties due to mishandling, theft etc. by the contractor or his representatives	Purchase cost plus Rs. 300
7	Non-displaying of the menu in the Dining Hall	Rs. 200
8	Refusal to serve any item mentioned in food menu	Rs. 500
9	Collective boycott of meals or any preparations due to meager/ Poor quality. Penalty in addition to non-payment of bills	Rs. 500
10	Serving of tea/coffee in mugs other than cups & saucers	Rs. 50
11	Serving cold meals	Rs. 200
12	Presence of insects etc., if found in the food. Penalty in addition to non-payment of bills	Rs. 500
13	Non-maintenance of hygienic condition in all rooms, staircases, toilets etc. including the kitchen	Rs. 500
14	Keeping reception counter unmanned for long	Rs. 200
15	Serving of inferior quality sweet, curd or other food stuff	Rs. 200

NERIWALM reserves the right to revise the rate/quantum of penalty to be levied based on assessment by the NERIWALM for non-conformity/deviation of the above.

4.26 INSOLVENCY:

The competent authority of the NERIWALM may at any time by giving notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:

□ If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

☐ If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or manager.

☐ If the contractor commits any breach of this contract not herein specifically provided for: Provided

□ If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to NERIWALM and provided also that the contractor shall be liable to pay the NERIWALM for any extra expenditure, it is thereby put to but shall not be entitled to any gain on repurchased.

4.27 CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation, and comparison of tenders, recommendations for the award of a contract shall not be disclosed to bidder or any other persons, not officially concerned with such process, until the notification of contract award is made.

Any effort by the bidder to influence NERIWALM's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

4.28 CORRUPT OR FRAUDULENT PRACTICES:

The NERIWALM as well as Bidder shall observe the highest standard of ethics during the procurement and execution of such contracts.

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and.

- b. Fraudulent practice" means a misrepresentation or omission of facts in order to Influence a procurement process or the execution of a contract to the detriment of NERIWALM and includes collusive practice among Bidder (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive NERIWALM of the benefits of free and open competition.
- c. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the NERIWALM, designed to establish tender prices at artificial, non-competitive level; and.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of the contract.

The NERIWALM will reject a tender for award if it determines that the bidder recommended for award has directly or through an agent engaged in corrupt or fraudulent practices in competing for the contract in question.

The NERIWALM will declare a firm or individual as ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

4.29 ASSIGNMENT AND SUBLETTING:

The Contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the NERIWALM may at its discretion but without prejudice to its other rights and remedies terminate this contract.

4.30 SEXUAL HARASSMENT:

The Contractor shall be solely responsible for full compliance with the provision of the "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013"



- a) In case of any complaint of sexual harassment against its employee/s, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor and the contractor shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the NERIWALM against any employee/s of the contractor shall be taken cognizance of by the NERIWALM.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to NERIWALM's employee, if sexual harassment/violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

4.31 NON-DISCLOSURE:

The Contractor shall not disclose directly or indirectly any information, materials and details of the NERIWALM's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the NERIWALM. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of nondisclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.



SECTION-5

SCOPE OF WORK

5.0 Providing Housekeeping and Catering services at NERIWALM, Dolabari, Tezpur, Assam. The contracts will broadly covers two parts viz. 1) Housekeeping 2) Catering service.

5.1 HOUSEKEEPING SERVICES:

Providing Housekeeping and Catering services at NERIWALM, Dolabari, Tezpur, Assam for the following:

- a) 20 (Twenty) nos of double bedded standard room with attached bathroom & toilet, 03 (Three) nos of double bedded deluxe room with attached bathroom & toilet, 03 (Three) nos of double bedded VIP room with attached bathroom & toilet, 01 (One) no. of Meeting Hall, 01 (One) no. of Common Mess, 01 (One) no. of VIP Dining Room, 01 (One) no. of VIP Lounge room with common passage of rooms and entire dining, kitchen, store area spread out in 02 floors of Trainees' Hostel.
- b) Providing housekeeping services at NERIWALM Assam Type Guest House.
- c) Providing housekeeping services at NERIWALM RCC Type II Block I (Boys Hostel).
- d) Providing housekeeping services at NERIWALM RCC Type IV (Special Unit 1 & 3) (Girls Hostel).

The total floor area of Trainees' Hostel is approximately 1310.00 sqm. The total floor area of NERIWALM Assam Type Guest House is approximately 450.00 sqm. The total floor area of NERIWALM RCC Type – II Block – I (Boys Hostel) is approximately 533 sqm. The total floor area of NERIWALM RCC Type – IV (Special Unit – 1 & 3) (Girls Hostel) is approximately 252 sqm

5.1.1 CLEANING:

The Contractor shall maintain the premises regularly in the context of sweeping, brooming, washing and cleaning of the floors, cleaning and dusting of furniture, fixtures & fittings in the entire premises and other miscellaneous cleaning such as cleaning electrical fittings, doors, windows, furniture, etc. The sanitary fittings shall always be kept in first class condition by using the necessary cleaning materials such as Phenyl, Naphthalene balls, chemicals, liquid soaps etc., the cost of which shall be borne by the Contractor. The mess and kitchen premises shall be swept and cleaned after each meal. Responsibility for getting the blocked flush systems/ gutters cleaned shall be that of the Contractor. The Contractor shall also arrange to keep the rooms/bathrooms free from mosquitoes/cockroaches/pests etc. using the requisite materials at no extra cost.

5.1.2 HOUSEKEEPING:

The housekeeping shall include making the beds of the all the rooms of Trainees' Hostel i.e., spreading bed sheets on bed, bed sheets under quilts/blankets, bed covers, changing of the bed sheets, pillow covers, handling of curtains, etc. to maintain a 3*(Three Star rated) hotel ambience in the premises. The bed sheets, bed covers, pillow covers, curtains, towels shall be got washed by the Contractor at his own cost. The total stock of bed covers/ sheets, mosquito nets, blankets, towels etc. handed over in bulk shall be under the custody of the Contractor. However, torn/worn out articles shall be replaced by new articles at the cost of the NERIWALM on which marking NERIWALM in indelible ink shall be got done by the Contractor. Any loss due to any other reason would be recovered from the Contractor. The Contractor shall be responsible for any loss due to theft/pilferage/damage of NERIWALM's property caused due to negligence or carelessness or any



fault on the part of the Contractor or any of his workers and also liable to pay to the NERIWALM such amount of loss as per penalty clause of the Tender Document.

5.1.3 RECEPTION DESK:

Contractor will arrange to manage the Reception desk of Trainees Hostel by a professional and experienced person who will attend the guest with decent and hospitable manner. The contractor will arrange the following at his own cost:

a) Maintain the check-in and check-out Registers.

- b) Allot the rooms as per the directive received from NERIWALM.
- c) Arrange safe handling of baggage of the guest.

d) To attend the telephones.

- e) Maintain the Complaint Register which should be available on demand.
- f) To ensure overall cleanliness in the surrounding areas of the Reception Counter, sitting area.
- g) To Report the Room-wise occupancy status every morning to the NERIWALM officer in charge.
- h) To Report non-functional electrical gadgets (Geyser, Fan, lights, AC etc.) of the rooms to the NERIWALM officer in charge. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the In-charge daily.
- i) At the time of check-out, to ensure that all the items provided in the room (like Remote of TV and AC, towel, sleepers, keys or any other item provided by NERIWALM) are available in the room.

5.1.4 OTHER REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSES UNDER HIS/HER QUOTED RATE:

- a) The Contractor shall arrange for providing of drinking water of RO (which is installed thereat) to the occupants in their rooms of Trainees' Hostel.
- b) Contractor will arrange to provide daily bathroom kit at his/her own cost in all the rooms of Trainees' Hostel. Bathroom kit shall be consists of soap (20 gm) and filled Hand wash.
- c) Contractor will arrange to provide mosquito repellent (Good night / all out) at his/her own cost in all the guest rooms as per requirement of guest of Trainees' Hostel.
- e) Movement of furniture and other articles from one place to another within the premises would be provided by the Contractor at his own cost.
- f) Whenever power supply is disrupted, hot water would be made available by the Contractor to the room as and when required.
- g) If the NERIWALM suffers any loss on account of non-performance or on account of any act of commission or omission on the part of the Contractor or the persons engaged by him or by reason of his negligence or misconduct in the due discharge of the duties, the NERIWALM will be entitled to recover the loss from the Contractor.
- h) The Contractor shall bear all costs and expenses in respect of all charges, stamp duty, etc. in respect of all Agreements that may be entered into with the NERIWALM to give effect to this agreement and also in respect of Agreement that may be entered into at a later date.
- i) The Contractor shall alone bear all the taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/ Central Government(s) or any local body or authority for and in connection with the rendering services.
- j) The Contractor should possess, for the entire duration of the contract, all the licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation& Abolition) Act, 1970 and comply all the statutory Laws including provisions of Section 16, 17, 18, 72 and 73 of the CL(R&A) Act, 1970.
- k) The contractor would employ a separate set of his/her/their own personnel in the age range of years from 18 to 50 years for Caretaking services and above with sound physique free from any contagious disease. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers/labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform.
- 1) The workers/labourers will be the workmen of the Contractor only and there shall be no relation of the mployee & employer, master & servant etc. between the bearers/ waiters/ workers engaged to the Contractor & the NERIWALM. In no case they shall claim to be the employees of the NERIWALM.

Nor they shall claim their wages/ any compensation etc. from the NERIWALM as they shall be the sole responsibility/ liability of the Contractor.

m) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved labour/workers at his cost and responsibility.

These persons shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses, fine or penalties, which may arise out of any claims, suit or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc as said herein.

- n) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured contractor's all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate all risk insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/ disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the NERIWALM for record.
- o) The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present during caretaking services at the NERIWALM.

The Contractor be available in person or will also call on the In-Charge of the NERIWALM, at least thrice a week or whenever requested, to discuss the arrangements, complaints, if any.

- p) The Contractor will use the same room-cum-store with one bed to the provided for catering services for his use. The Contractor will ensure that no other person / outsider are allowed to use the bedroom allotted to him. No living quarters will be provided by the NERIWALM for the workers. The Contractor will also ensure that his staffs do not trespass the office/hostel premises except while on duty.
- q) Any intervention by the NERIWALM for maintenance of 3-star standard will be at the cost of the Contractor.
- r) The NERIWALM reserves the right to review/modify/ alter/ amend all or any of the aforesaid clauses at any time without assigning any reason thereof and the Contractor agrees to the same.
- s) Contractor will arrange to change the remote batteries (for TV, AC, FAN etc.) at his own cost whenever necessary.
- t) Disposal of Waste / Garbage / Left over food etc of all work assign premises: The contractor has to collect and get all the Waste / Garbage / Left over food etc in a suitable container / bag and keep at a place designated by NERIWALM.
- u) The Contractor shall provide two pairs of Uniform to each of his workmen along with stitching charges and catering cap as specified by NERIWALM at his/her quoted rate.
- 5.1.5 Details of Housekeeping and cleaning material standard:
- a) Requirement of Toiletries', Implements for Cleaning and Sweeping of the Trainees' Hostel, Guest House and Students Hostel

Sl. No.	Items	Unit	Average Qnty/Month
1	Bathroom Air Freshner (72g)	рс	59.50



2	Toilet paper (3 ply) (100g)	pc	54.25
3	Napthalene Ball	kg	2.25
4	Bath soap (41g)	pc	7.08
5	Hand wash Liquid (200mL)	рс	2.33
5 (a)	Hand wash Liquid Refill (1.5L) for 2 pc/month	рс	0.17
6	Hand Sanitizer (200mL)	рс	2.00
7	Full Jaruh (Standard Size)	рс	4.00
8	Floor moper (Standard Size)	pc	3.00
9	Detergent Powder (4 kg)	kg	3.50
10 (a)	Disinfectant Bathroom Cleaner Liquid (1 L)	L	3.00
10 (b)	Disinfectant Bathroom Toilet Liquid (1 L)	L	2.00
11	Wiper (Standard Size)	рс	1.75
12	Latrine brush (Standard Size)	рс	3.25
13	Glass Cleaner (500mL)	рс	1.25
14	Bucket (16 L) (26 nos. in a year)	рс	2.17
15	Mug (1 L) (26 nos. in a year)	pc	2.17
16	Room Freshner (150mL) (for each month)	рс	2
17	Mosquito Repellent (Machine) with 02 refill	pc	2.17
18	Mosquito Repellent (45mL Refill) 02 refill for each machine on 01 months duration	рс	52.00
19	Phenyl (1 L) (for each month)	L	5
20	Repairing cost of the implements	L.S	L.S

b) Washing and Ironing of Linens and Cloths in Trainees Hostel and Guest House

SI. No.	Items	Unit	Average Qnty in a year
1	Washing and ironing of linens and cloths (Considering 03 times in a week i.e. Total: 03*52*4*12 = 7488 nos. in a year)	Nos.	7488
2	Dry cleaning/washing of blanket (Considering 52 blankets to be wash twice in a year)	Nos.	. 104
3	Curtains of all Rooms and Common place	Nos.	180

5.6. PERIODICTY OF CLEAINING WORK: The contractor must provide cleaning services as under:

Sl. No.	Item	Description of work	Periodicity of work
		House Keeping and maintaining suitable hygienic environment in and around Trainees' Hostel including Garden.	Daily
		Cleaning of rooms and common areas with vacuum cleaner.	Weekly
1	A	Spraying the room and common areas with room- freshener of reputed brand	Daily
1	Accommodation	Cleaning, dusting, floor mopping of rooms and common area	Daily
		Making of Bed Daily	Daily
	and the second	Changing of Towels Daily	Daily
	*	Changing of bed sheets and linen	Once in three days or when a new guest comes whichever is earlier
2	Laundry	Washing, drying and ironing of bed sheets, pillow covers, blanket cover, etc.	Once in three days or when a new guest comes whichever is earlier.
2	Laundry	Washing, drying towels	Daily
		Blankets are to be dry cleaned	Once in two months. It case of exigencies at any time on need basis
pres		Cleaning of halls with water and detergent followed by mopping with disinfectant of best quality	After every meal
3	Kitchen and dining hall	Cleaning of hall furniture and door mats	After every meal
		Spraying of halls with best quality air fresheners	Before every meal
		Cleaning of walls, ceilings, window with broom to remove cobwebs	Weekly
4	Bathroom and toilet	Cleaning of bathrooms, wash basin, water closet and urinals with reputed brand bathroom cleaners and water	Daily
4	Dathroom and toilet	Cleaning of mirror	Daily
	Arts on his order	Providing Naphthalene balls, Bathroom freshener and other consumables	Daily as per requirement

Notes:

i) Linen and towels required for Guest or any occupants of any room will be provided by NERIWALM. However, the Contractor is responsible for upkeep of the linen items and should collect the same from the guests when they check out.

ii) Contractor will provide at his cost all sanitation and cleaning supplies, including toilet paper roll and similar bathroom requirements, hand wash, all soaps, detergents, bathroom cleaner, toilet cleaner, floor cleaner, mop, brooms, towel / linen washing detergent etc. necessary to maintain the premises in a clean and sanitary conditions at all times.

5.2 CATERING SERVICES:

To provide all meals viz. Bed tea, Breakfast, Lunch, Evening tea with snacks, Dinner to all the occupants as per the requirement. The number of occupants may change each day depending upon booking. Both vegetarian and non-vegetarian meals need to be served as requested by the guests as per the menu provided as under.

- a) NERIWALM will provide kitchen, Cooking utensils, appliances, crockery, cutlery, table linens, plates, Tumblers / Jugs for dining hall and guest rooms, refrigerator and furniture i.e., the requisite number of dining tables, chairs, crockery cabinets in dining hall required for catering service at NERIWALM. NERIWALM will provide the above facilities for the purpose of carrying out the terms of agreement of the contract and contractor will be responsible for maintaining the said equipment in good working/usable condition at his own cost.
- b) Contractor, however, will have to bring in his own food processor, Micro-oven, dosa maker, idly maker, food warmer, vacuum cleaner, juicer & mixer etc. He may bring any other equipment which he considers necessary in execution of the contract like Dish washer, Washing machine, etc.
- c) The Contractor will serve early morning tea/bed tea, breakfast, lunch, evening tea with snacks, and dinner as desired by the occupants as per the food menu of this scope of work.
- d) Contractor will arrange to display the daily menu in the dining hall and will keep a copy of the approved food menu showing the per plate cost in each guest room.
- e) Cooking should be done by using commercial LPG cylinders only. It shall be the responsibility of the contractor to buy at his cost and transport cooking gas cylinders from authorized cooking gas agents. The contractor will bear the expenditure towards the cost of cooking gas including its transportation and other expenses incidental to it. The Contractor will not use fire wood for cooking purpose.
- f) Kitchen, dining hall and store room will be maintained neat and clean at all the time by the Contractor, as well as food and stored eatables in refrigerators and deep freezers will be kept in good conditions.
- g) Stale food stuff, fruits, meat, fish, eggs, vegetables and those eatable items which have exceeded expiry time limit should be discarded and removed from the stores and site.
- h) Contractor shall always keep appliances provided by NERIWALM and the utensils under use in neat and clean conditions. Up keeping and maintenance of the appliances, utensils and other materials is the responsibility of Contractor. Deep freezer, water coolers and refrigerator should be cleaned at least once a week. All other appliances should be cleaned twice a week.
- i) Cleaned Utensils, cutlery and crockery should only be placed in Dining Hall by the Contractor before use.
- j) Wiping cloth used for drying cutlery and crockery should be absolutely clean and hygienic.
- k) Towels/Napkins kept inside dining halls will be provided by the Contractor at his cost and should be changed thrice in a day i.e. clean towels have to be kept by the Contractor at the time of break-fast, lunch and dinner every day. Sufficient numbers of Tissue papers/ paper napkins of good quality to be kept on the dining table all the time.
- l) Contractor should not sell/offer any alcoholic drinks to any Officer/staff of NERIWALM /or at any Office/Site premises.
- m) The Contractor will engage bearers / waiters including cooks exclusively for the kitchen / Dining Hall. The bearers / waiters shall be provided with appropriate uniforms by the Contractor at his own expenses and the Contractor shall ensure that the bearers / waiters are in uniform and wearing gloves and caps while serving tea / coffee, breakfast / lunch / dinner, etc.
- n) The Contractor will also engage a separate set of workers / labourers for Caretaking (maintenance) services. They shall also be provided with appropriate uniforms by the Contractor at his own expenses, differentiating them from those engaged in Catering services and the Contractor shall ensure that the workers / labourers are in the uniform while they are on duty. Any default will lead to penalty per person out of uniform.
- o) The bearers/ waiters/ workers will be the workmen of the Contractor only and there shall be no relation of employee & employer, master & servant etc. between the bearers/ waiters/ workers engaged by the Contractor & the NERIWALM. In no case they shall claim to be the employees of the

NERIWALM or the NERIWALM. Nor they shall claim their wages/ any compensation etc. from the NERIWALM as they shall be the sole responsibility/ liability of the Contractor.

- p) The Contractor shall have to engage the services of only major, able, efficient, healthy, honest and well-behaved person for cooking, catering, cleaning, etc. at his cost and responsibility. These people shall be considered for all legal and contractual purposes as the employees of the Contractor himself. The Contractor will have full control and responsibility for the service conditions, wages, claims, damages, compensation, etc. in respect of employees appointed by him and will also be responsible for the due compliance with all the requirements of all statutory obligations and to pay all claims, costs, damages, expenses, fine or penalties, which may arise out of any claims, suit, or prosecution for contravention thereof. The Contractor shall comply with all the statutory laws and local laws like Labour Laws, Payment of Minimum Wages Act, ESI, Employee's P F Act, Insurance Act, etc. and the Contractor undertakes, accepts and admits absolute and complete responsibility for service conditions etc. as said herein. The Contractor will have to supply and get verified a list of bearers / waiters / workers engaged by him on daily basis along with the next day's menu of meals. Any default will be considered a deficiency in services.
- q) The Contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 & ensure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rules framed there under and which are used by the Contractor during the course of the services under the contract. The Contractor shall also obtain adequate insurance policy in respect of his workmen engaged for the service, towards meeting the Liability of compensation arising out of death, injury/disablement at work etc. & shall regularly and punctually pay each and every premium as & when the same shall become due during the currency of the contract and provide a copy to the NERIWALM for record.
- r) The Contractor will ensure high quality of services. The Contractor or his authorized Manager will always be present while breakfast, lunch and dinner are being served in the Dining Hall at the premises and during pre-lunch and post-lunch tea / coffee breaks. The Contractor will available either in person or call on the In-Charge of NERIWALM user department at least thrice a week or whenever requested, to discuss the arrangements, complaints regarding the running of the mess.
- s) The user department reserves the right to get the sanitation arrangements in the mess checked by the Health Department or any competent authority and it will be the sole responsibility of the Contractor to keep the kitchen / mess in good sanitation with use of disinfectants. It should be ensured that no insects/cockroach etc., are found in the food. Any deviation will lead to penalty.
- t) One room-cum-store with one single bed will be provided to the Contractor for his use. The Contractor will ensure that no other person / outsider are allowed to use the bedroom allotted to him. No living quarters will be provided by the NERIWALM for the kitchen staff/bearers/waiters/workers. The Contractor will also ensure that his staff does not trespass the office/hostel premises except while on duty.
- u) Contractor should also engage adequate number of experienced/trained Cooks, Mess/ Housekeeping/Sanitary workers, washer-men, etc. to provide the above services to the utmost satisfaction of NERIWALM. Housekeeping services personnel should not be deployed for catering services and vice versa.
- v) The contractor authorised person shall collect the lodging charges and issue the receipts to the guests and deposit the money in NERIWALM Trainees' Hostel in-charge on weekly basis. The contractor should invariably issue separate receipts to the guest for food charges. NERIWALM shall have the right to check the receipt registers at any point of time.
- w) Breakfast/Lunch/Dinner shall only be served in the Dining Hall of Hostel. No Room service shall be provided.

5.2.1 FOOD MENU:

a) Bed Tea:-06:00 AM to 07:30 A.M

b) Breakfast Buffet: 08:30 AM to 09:30 AM

c) Lunch: 01:00 PM to 02:30 PM

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d) Evening tea / coffee with Snacks: 05:00 PM - 06:30 PM

e) Dinner: 08:30 PM - 09:30 PM

Sl. No.	Description/ Menu	Unit	Remarks
1	Bed Tea (Black Tea) (120 ml)	Per cup	
2	Green Tea (120 ml)	Per cup	
3	Milked Tea (120 ml) + 2 pieces of Biscuits	Per cup	and had been
4	Black Tea (120 ml) + 2 pieces of Biscuits	Per cup	
5	Coffee (120 ml) + 2 pieces of Biscuits	Per cup	
6	VIP Tea Kit (2 tea bags + 2 coffee pkts, 4 sugar pouch pouch)	cubes, 4 milk Per each	
7	Breakfast (4 pcs of Tawa Roti/ 2 pcs of Plain Paratha/4 pcs of big size Bread with butter or jam + Chana Dal / potato curry / veg curry + 1 egg/banana + tea)		Standard as per
8	Special Breakfast (4 pcs of Tawa Roti/ 2 pcs of Plain P of Puri with chana dal / chana masala / potato curry / v pcs of big size bread with butter and jam + cornflakes a egg + banana / papaya + tea or coffee	eg curry + 4	Cl. 5.2.4
9	Evening tea (Tea + 1 Samosa/1 Patis/ 4 pcs pakora with	n sauce) Per each	
10	High Tea (Tea + 1 Samosa/1 Patis/ 4 pcs pakora with s Indian sweet + 2 biscuit)	auce + 1 Per each	
11	Special tea (tea or coffee + 1 Samosa / 1 Patis/ 4 pcs pa sauce + 1 Indian sweet + 2 biscuit + 1 pastry/cake +1 tr item + fry kaju (12 pieces))		
12	LUNCH & 1	DINNER	
12 (a)	General Veg with Steam Rice and/or Chapati/Tawa ros Seasonal Vegetable Dry fry + Veg Curry + Salad + Pic		
12 (b)	Special Veg with Steam Rice and/or Chapati/Tawa roti Vegetable Dry fry + Veg Curry + Salad + Pickle + Papa curry + Indian sweets/curd		
12 (c)	General Non Veg with Steam Rice/chapati/Tawa roti + Vegetable Dry fry + veg Curry + Salad + Pickle + Papa chicken curry (75gm)/ Fish Curry/ Egg Curry (2 pcs)		Standard as per Cl. 5.2.4
12 (d)	Special Non Veg with Steam Rice (Joha/Basmati) /Cha+Dal + Vegetable Dry fry +Veg curry + Salad + Pickle chicken + Fish curry + Paneer/Mushroom curry + swee Soup)	+ Papad with	H Do Water one

12 (e)	Special Non-Veg dinner (Steam Rice (Joha/Basmati) + pu or jeera rice and chapati/Tawa roti + Dal yellow + Dal blac Vegetable dry fry + Veg curry + Salad + Pickle + Papad w chicken or mutton + Local Fish curry + Egg curry + Paneer/Mushroom curry + soup + sweet dish/curd)	ith local	Per each	Mutton/Chicken:- 100 gm, Fish: 1 piece standard size, Egg: 01 No., Paneer / Mushroom: 100 gm	
12 (f)	Daily meal charge for long term trainees/students (<u>only case of continous 15 days or more</u>). Breakfast (Chapati/puri 3 piece with Dal/Seasonal vegeta cup of tea) + Working Lunch (Steam Rice with Yellow D Veg, Veg Fry / Papad, Pickle) + Dinner (Steam Rice with Dal, Seasonal Veg. weekly 2 meal chicken, 2 meal Egg (and 1 meal fish)	ables and a Dal, Mixed h Yellow (1 only)	Per Person per day	Chicken:- 100 gm, Fish: 1 piece standard size, Egg: 01 No., Paneer / Mushroom: 100 gm	
13	PACKET LUI	NCH			
13 (a)	Veg Fried Rice / Pulao / Biryani	Full Plate	T		
13 (b)	Chicken Fried Rice / Pulao / Biryani	Half Plate		and the art	
13 (c)	Veg Fried Rice / Pulao / Biryani	Half Plate	Standard	d as per Cl. 5.2.4	
13 (d)	Chicken Fried Rice / Pulao / Biryani	Each		S do p ==	
13 (e)	General veg thali in lunch tray with packeting	Each	TOWNS THE		
13 (f)	Full non veg thali in lunch tray with packeting				
14	SEPARATE I	TEM			
14 (a)	Plain Steamed rice (fine quality)	Plate			
14 (b)	Tawa Roti / Fulka / Puri	Each			
14 (c)	Paratha/ Tondoori roti	Each			
14 (d)	Aloo / Gobi / Muli Paratha with sauce	Each			
14 (e)	Egg Roll with sauce	Each	1 (444		
14 (f)	Poha with sauce	Half Plate	1 1		
14 (g)	Noodles (Veg) with sauce	Plate			
14 (h)	Noodles (Egg) with sauce	Plate	11000		
14 (i)	Noodles (Chicken) with sauce	Plate			
15 (a)	Yellow Dal (Fry)	Plate	Standa	rd as per Cl. 5.2.4	
15 (b)	Black dal/ Moong dal (with ethnic flavor)	Plate			
15 (c)	Tadka (Black, mixed, kidney bean)	Plate			
15 (d)	Kabuli chana/ Green Pee curry	Plate			
16 (a)	Aloo Motor / Aloo Gobi	Plate			
16 (b)	Mix Vegetable Curry	Plate			
16 (c)	Veg deep fry (Brinjal, sweet gourd, etc) 4 pieces per plate	Plate			
16 (d)	Sessional Vegetables curry/ boil	Plate			
17	Paneer butter masala / Palak Paneer (75 gm paneer per plate)	Plate		म भूषि ह	

18	Chicken Curry / butter Chicken / Chilly Chicken / Chicken fry / Chicken roast (150 gm chicken per plate)	Plate		
19	Mutton curry / gravy (150 gm mutton per plate)	Plate		
20	Fish Curry / tenga / kalia (local fish, 75 gm per plate)	Plate		
21	Egg Curry (two egg per plate)	Plate	A Establish France Co	
22	Omelet/Poached	Plate		
23	Double Omelet	Plate		
24 .	Boiled Egg	Each		
25	Idli and vada with coconut chutney and sambar	Plate		
26	Masala Dosa with coconut chutney and sambar	Plate		
27 (a)	Veg soup with cookies or french fry (120 ml)	Plate	Standard as per Cl. 5.2.4	
27 (b)	Non Veg Soup with cookies or french fry (120 ml)	Plate		
28 (a)	Salad Mixed / cucumber and onion	Plate		
29 (b)	Fruit Salad mixed	Plate		
30	Indian Sweets (Rasagulla / Kalakand / Gulab Jamun / Kaju Burfi of standard size)	Per each		
31	Indian Sweets sugar free	Per each		
32	Pasture / Custard / Kheer (100 ml)	Plate	stage don't still gall	
33	Curd (Plain, 100 ml cup)	Per cup		
34	Milk (200 ml)	Per each		
35	Fruit Juice (200 ml)	Per each		
36	Ice Cream	Per each		
37	Cold Drinks (200 ml)	Per each		
38	Cold Drinks 1.5 L	Per each		
39	Packed water 0.5 L & 1 L	Per each	As required by the Guests	
38	Packed water 2 L	Per each	As per prevailing market price	
39	Packed water 20 L	Per each		
40	Seasonal Fruits	Per kg		
41	Fruits (To be kept in VIP rooms/ suites with three types of seasonal fruits, total 1 kg as and when required)	Per each	Standard as per Cl. 5.2.4 and as	
42	Paper disposable glass	Each Packet	directed by guest/officials	
43	Packing charge for sweet/snack items	Each pack	TOT THE	

5.2.2 Food charges:

- a. The list of food items given in the tender is for the purpose of reference. However, the food rate will be fixed by the committee constituted by NERIWALM on the basis of mutual agreement. The food charges for the above mentioned food menu to be recovered by contractor directly from the Guests. The contractor will collect the food bill as per the mutually approved rate directly from the Guests and NERIWALM will not be responsible for any payment to contractor in this regard.
- b. The contractor has to provide tea/breakfast/lunch/dinner etc. as per requisition to NERIWALM during NERIWALM various training/seminars/workshop/events and meeting for which bill of mutually agreed rate/approved rate will be claimed by contractor from NERIWALM after completion of the programme.
- 5.2.3 The bidders are advised to ensure compliance of the following while quoting the rates:
- a. The bidder will arrange paper napkins, salt, pepper, pickle, chillies, saunf, sugar, etc. during lunch / dinner on daily basis at his cost.
- b. Menu items of food services shall be subject to the random inspections/checking by NERIWALM officials for quality and quantity. In case of any deviation, a penalty of Rs.5000/- per instance will be levied and recovered from the Bills/dues of vendor. In case, more than 5 such instances are recorded during the contract period, NERIWALM may terminate the contract and further may debar the contractor from participation in any future tenders.
- c. NERIWALM will provide one room with bed for contractor to use during the contract period. However, the stay arrangement of all staffs shall be ensured by the bidder at his own cost.
- d. In addition to the regular food service to be provided for the Guest/Occupant/Student/Trainees of NERIWALM. The contractor has to provide tea/snacks/working lunch for the NERIWALM Guest/Occupant/Student OUTSIDE THE CAMPUS as and when requested. The menu and quantity of such order will vary as per the requirement and NERIWALM will pay for any such order as per separate mutually agreed rate.
- 5.2.4 Details of Eatable standard: The details standard of raw material to be used for preparation of the food is as under:

Sl. No.	Item Description	Standard
1	Rice	Rice of superior quality of reputed brands like Sona shakti India Gate, Fortune, ITC etc. should be used for plain rice.
2	Dal	Superior quality of reputed brands should be used.
3	Wheat flour	Reputed Brands like Ashirbad, Ganesh, Annapoorna, Patanjali etc. should be used
4	Cooking oil	Reputed Brands like Dhara, Engine, Fortune, Safola etc. should be used.
5	Tea	Superior quality of reputed brands
6	Coffee	Nescafe/ Bru
7	Milk	Amul / Purabi
8	Pickle	Anupam / Mothers recipe
9	Butter	Amul
10	Bread	Reputed quality local brands
11	Mutton	Only of goat (Pork & Beef shall not be allowed under any circumstances)
12	Chicken	Farm
13	Egg	Farm
14	Fish	Local fish like Rahu, Bhakua etc.



15	Biscuits	Britannia, Parle, Sunfeast, horlicks
16	Corn flakes/Oats	Kelloggs
17	Jam/ Sauce	Kissan
18	Masala/Salt/Turmeric	Reputed local available brands to be used

- i. Food items which are covered under "Agmark" and ISI Brand should be provided.
- ii. Food items where expiry date is over should not be kept in the Stores.
- iii. Deviation from above quality and brand shall not be allowed. For reasons of non-availability, permission is required from the authorised NERIWALM officer looking after the Trainees Hostel and Guest House or as nominated by the competent authority.
- iv. Deviation from the standard indicated above will attract remedial deduction clauses under special conditions of the contract.
- v. The above brands of eatables will be supplied on rotations.



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 andhere in after called "The Contractor" of the other
part.
Whereas the employer is desirous that certain works should be executed i.e. PROVIDING
HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM
TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV
(SPECIAL UNIT I & III) AT NERIWALM, 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:

A	Tender Notice No. & Date	
В	Name of the Work:	PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM
1	Bidder's Name :	
2	Web site Address:	
3	E-Mail Address:	
4	Actual Address of the Bidder as per record:	
5	Postal Address:	
6	Contact No:	
47	Authorized Person's Name	
7	Designation:	
	Contact No:	

8	Local Registered Office Address	
9	PAN No:	
	GST Reg No:	
10	Name of the party as per record in document	
	Trade License No.	
11	Name of the party as reflected in the document	
	Name of Issuing authority:	
	Validity up to :	
	Certificate / License for food catering services No. (the Central Licensing Authority under Food Safety and Standard Act, 2006)	
12	Name of the party as reflected in the document	
	Name of Issuing authority:	
	Validity up to :	
	Labour Licence No:	
13(A)	Name of the party as reflected in the document	
	Name of Issuing authority:	
	Validity up to:	
	Nos of Labours :	
13(B)	EPF Registration No.	

A ST					
17	Duration of Experience	Description of the experience	Deptt/Company/PSU/Organ ization	Work value (Rs.)	
	Experience in similar nature of works during last 3 (Three) years				
16	Period (As below)	Financial Turn	Over (As below)		
	Average Annual Financial Turnover during the last 3 years, ending 31st March 2023				
	Name of the Bank Account Holder(As per record in the Bank Account)				
	IFS Code.				
15	Name of the Branch				
	Name of the Bank				
	Bank A/C No.		487 1		
	Details of Bank Accounts for	or release of EMD	Performance Security / Bill payn	nent etc.	
	Bank:				
17	Transaction Details:				
14	Amount (Rs.)				
	Particular of EMD (Copy	to be submitted Or	nline with Technical Bid also)		
	Validity up to:				
15(0)	Name of Issuing authority:				
13(C)	Name of the party as reflected in the document:				
	ESIC Registration No.				
	Validity up to:				
	Name of Issuing authority:				
	reflected in the document:				

	Particulars of region and		m/Company with Govt. Departmer	
	Name:			T
18	Class /Category of Registration	Issuing Authority	Nature & type of works/business authorized for execution	Valid upto :
	Particulars of MSME/N	ISIC Registration (I	f Any)	
	Class /Category of Registration	Issuing Authority	Nature of works authorized for execution	Valid upto:

DECLA	RAT	ION
-------	-----	-----

DECEMIENT	this are of the above mentioned tender and comply
1) We have read and understood the terms & co	onditions of the above mentioned tender and comply
a G 1:: africum Tender	a separate sheet clearly mentioning the Clause No. of
(In case of any deviation the Bidder must attach	a separate sixes

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.

Electronics Transfer. 4) This offer contains	
	vith seal)
Name of the Signatory (In	Block Letters) :
Address	

Seal:



UNDERTAKING

To,

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

Sub: PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK – I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM."

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:



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Certificate of acceptance of Quality

To,
The Director,
NERIWALM,
Dolabari, Tezpur -784027
Assam.

Dear Sir,

Sub: Submission of Certification of Acceptance of Quality and Certificate of Quality Assurance

For the work of - PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM as mentioned in the scope of work.

I hereby certify that Mr./Mrsowner/ authorized
representative has visited NERIWALM, P.O. Kaliabhomora, Tezpur, Assam (Pin-784027) and has
been shown the Trainees' Hostel, RCC Type - II Boys Hostel, RCC Type - IV (Special) Girls Hostel
at NERIWALM, Dolabari, Tezpur, Assam.
He / She has satisfied himself / herself here with the nature of tasks / service / & catering and
maintenance work involved and quality of goods/ workmanship/ services to be provided under said
tender job order.
(Signature of the bidder with seal)
Name of the Cinner to Manual I at the control of th
Name of the Signatory (In Block Letters):
Name of the party:
Name of the party:
Address
Audi 655
Seal:



Undertaking to comply Minimum wage policy of Government of India

For the work of - PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM as mentioned in the scope of work.

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

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



UNDERTAKING FOR OPENING OFFICE AT TEZPUR

For the work of - PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM.as mentioned in the scope of work.

Dear Sir,

I/We hereby undertake to open my/our office at Tezpur (within Municipality area) within a period of 15 (fifteen) days from the date of issue of work order by NERIWALM for the above services. I/We understand and confirm that in case of my/ our failure to open the office within the stipulated date as stated above, my/our contract with the NERIWALM is liable for cancellation and I/we shall not be entitled for any compensation for the same.

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





SECTION -8

FORMAT OF FINANCIAL BID

(Rates shall be quoted in Financial Bid and attached/submit separately in pdf/excel sheet)

Name of the Work: PROVIDING HOUSEKEEPING AND CATERING SERVICES IN TRAINEES' HOSTEL, ASSAM TYPE GUEST HOUSE, BOY'S HOSTEL (RCC TYPE – II, BLOCK –I), RCC TYPE – IV (SPECIAL UNIT I & III) AT NERIWALM, DOLABARI, TEZPUR, ASSAM."

Sl. No.	Particulars	Unit	Qnty.	Total Days including leave day salary (30 days x 12 months)	Total Mandays (No. of manpower x 30 days x 12 month)	Rate per day (Rs.)	Amount for 01 year (Rs.)
A	LABOUR COMPONENT						
(i)	Total Cost of Deployment of skilled manpower for Supervisor/Hospitality Person (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	360.00	360.00	547.54	1,97,114.40
(ii)	Total Cost of Deployment of skilled manpower for Head Cook Person (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	360.00	360.00	547.54	1,97,114.40
(iii)	Total Cost of Deployment of unskilled manpower for Room Attendant/Housekeeping Person (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	3.00	360.00	1080.00	492.90	5,32,332.00

D	Contractor fixed service charge (in Rs.) on total cost of Labour 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>						filled up by bidder in Rs.)
С	Contractor fixed service charge (in %) on total cost of Labour Component (A) for contract period of 01 (One) year (including GST) (%)						(%) to be quoted by oidders)
В	GST on Total Cost on Labour Component (18 % of A)						Rs. 2,46,630.74
A	TOTAL COST ON LABOUR COMPONENT (Summation of Total Amount of A ((i) to (vi))						Rs. 13,70,170.80
(vi)	Total Cost of Deployment of unskilled manpower for Sweeper/Cleaner for Guest House & Student Hostel (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	0.50	360.00	180.00	492.90	88,722.00
(v)	Total Cost of Deployment of unskilled manpower for Sweeper/Cleaner for Trainees Hostel (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	360.00	360.00	492.90	1,77,444.00
(iv)	Total Cost of Deployment of unskilled manpower for Pot Washer cum Kitchen Cleaner (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	1.00	360.00	360.00	492.90	1,77,444.00

E	CONSUMABLES AND OTHER COM	PONENTS	B &	
(i)	Cost of Washing and ironing of linens and cloths including Contractor profit, GST and other charges (in Rs.)	Lump- sum	for 01 year period	(Amount to be quoted by bidders in Rs.)
(ii)	Cost of Housekeeping Dress, badge, hair fall mask, gloves and other necessary dress up for all manpower including Contractor profit, GST and other charges (in Rs.)	Lump- sum	for 01 year period	(Amount to be quoted by bidders in Rs.)
(iii)	Cost of Toiletries, Implements for Cleaning and Sweeping of the Trainees' Hostel, Guest House and Students Hostel including Contractor profit, GST and other charges (in Rs.)	Lump- sum	for 01 year period	(Amount to be quoted by bidders in Rs.)
F	Grand Total (including Labour Compo Charge, GST and other charges) (Rs.) i.		umables and other component, Contractor Service unt of $A + B + D + E$	(Amount to be filled up by bidder in Rs.)
G	Total Quoted Amount (Rs.) (in figures)			(Amount to be filled up by bidder in Rs.)



H Total Quoted Amount (Rs.) (in words)

NOTE:

- a) The quoted rates 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.
- b) The value of the service work (in Rs.) = Total Quoted Amount of the bidder shall be inclusive of GST and all other charges, etc
- c) 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.
- d) The following components should necessarily be present in the pay structure stated in above table Sl. No. A applicable to the catering and housekeeping staff:

Component	Skilled Manpower	Unskilled Manpower
Basic Pay + VDA as per Chief Labour Commissioner Order	Rs. 471.00	Rs. 424.00
EPF and Admin Charges @ 13.00 %	Rs. 61.23	Rs. 55.12
ESIC @ 3.25 %	Rs. 15.31	Rs. 13.78
Total Amount per manday (Rs.)	Rs. 547.54	Rs. 492.90

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.

e) Any overhead cost to be borne by contractor during period of contract at his/her quoted service charge (Eg Commercial Gas cylinder, Waiter for catering, Extra consumables, extra laundry work, Extra manpower for catering and housekeeping, dresses for manpower, battery for TV and AC remote etc.)



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- f) The Minimum wage rate as per Order No F.No.1/5(1)/2023-LS-II, dtd. 03/04/2023 of Chief Labour Commissioner (C) w.e.f. 01.04.2023 for different category of workers.
- g) Bidder may refer to section -5 for more details.

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

