Website: https://neriwalm.gov.in E-mail: dir-neriwalm@gov.in director.neriwalm@gmail.com Ph No.(03712)291069



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



पूर्वोत्तर क्षेत्रीय जल और भूमि प्रबंधन संस्थान

NORTH EASTERN REGIONAL 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/MISE/08/AMC/2024-25 / 275

Date: ..2...07.2024

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.

SI. No.	Name of the work	Earnest Money	Tentative Estimated value (including Labour wages, Employers' contribution to EPF & ESIC, GST, Cost of consumables, garbage transfer, agency service charge, etc.)	Last date of submission of Tender (Technical & . Financial)	Date of opening the tender
01	ANNUAL MAINTENANCE CONTRACT (AMC) FOR (I) ALL INCLUSIVE COMPREHENSIVE OPERATION AND CLEANING OF ADMINISTRATIVE BUILDING, LABORATORY BUILDING, AUDITORIUM BUILDING, ASSAM TYPE WOMEN'S HOSTEL, SECURITY OFFICE, COMMON AREAS OF RCC RESIDENTIAL BUILDING, STORES ETC OF NERIWALM INCLUDING SUPPLY OF ALL TOILETORIES, IMPLEMENTS, CLEANING MATERIALS, ETC AND (II) COMPLETE CLEANING OF INTERNAL ROADS, FOOTPATHS, DRAINS, FRONTS OF GATES, ETC OF NERIWALM CAMPUS INCLUDING SUPPLY OF CLEANING MATERIALS, ETC.	Rs. 59,436.00 EMD is payable in the form of Demand Draft/Banker's Cheque/Pay Order in favour of "The Director, NERIWALM, Tezpur, Assam	Rs. 29,71,800.00 (Rupees Twenty Nine Lakh Seventy One Thousand Eight Hundred) Only	As per GeM (Not less than 21 days from the date of issue of the Tender in GeM Portal)	As per GeM

The price offer 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. Notice Board, NERIWALM for wide circulation.
- 7. NERIWALM WEBSITE: https://neriwalm.gov.in for publishing.
- 8. Purchase Cell for exploring through GeM Portal for publishing and Bidding.



TENDER (E-Tender) FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR

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

(ii) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM

Campus including supply of cleaning materials, implements, etc.

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

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

(ii) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM

Campus including supply of cleaning materials, implements, etc.

Through GeM

Invited by



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

Department of Water Resources, River Development & Ganga Rejuvenation,
Ministry of Jal Shakti, Govt. of India
(Registered under the Societies Registration Act, 1860)

Dolabari, P.O Kaliabhomora Tezpur-784027, Assam (India) Website: https://neriwalm.gov.in Phones: 03712-268107/268007

Fax: +91(03712)268007



TABLE OF CONTENTS

SECTION/APPENDIX

Section-1

Section-2

Section-3

Section-4

Section-5

Section-6

Section-7

Section-8

Section-9

TITLE

About Tender Notice

Instruction to Bidders

General Conditions of Contract

Special Conditions of the contract.

Scope of Work Annexure (I, II, III &

IV)

Form of Agreement

Bid Submission Form

Undertaking

Financial Bid Format



ABOUT TENDER NOTICE

Electronic tenders through GeM Portal are invited from eligible bidders for Annual Maintenance Contract (AMC) for Cleaning, Brooming, Dusting And Sweeping of RCC Laboratory Building in NERIWALM Campus at Dolabari, Tezpur, Assam.

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

Important Dates: As mentioned in the Tender Notice (GeM) as indicated in the 1st Page or in 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. 30.00 Lakhs.
- 2. Bidder should have experience of having successfully completed similar AMC works during the last 3 years ending 31st March, 2023 should be either of the following:
 - i) One similar orders costing not less than Rs. 30.00 Lakhs/- per Annum. Or
 - ii) Two similar orders each costing not less than Rs. 15.00 Lakhs per Annum.
 - (Similar works means Annual Maintenance Contract for Cleaning of Buildings, Internal Roads, footpath and Drains in Campus /office / multi storied buildings/reputed institution under Govt. Department/PSU)
 - (Please submit copy of Work Completion Certificate from the Client. Simply submission of Work Order/LOI will not be acceptable.).
- 3. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. in doing business with them (Please submit undertaking as per Section-8)
- 4. The Bidder should be registered for GST and PAN.
- 5. The Bidder should be registered in ESI & EPF authority.
- 6. The Bidder should be registered for Labour License with Labour Department.
- 7. The Bidder should have a local registered office in Assam State.
- 8. MSME Certificate of appropriate category.
- 9. The AMC 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. (For details may referred the Section -2)



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

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

Submission of the Tender papers (Section 01 to Section-09) duly signed by the bidder

Submission of particulars of EMD/Tender Fee. اii.

- Submission of copies of Registration Certificate of the Contractor/Firm/Individual with Govt Department/ iii. MSME Certificate. (MSME Certificate shall have to be in force to carry out activities of cleaning/sanitation/General house hold maintenance/General cleaning of buildings/Temporary placement activitie under the activity of PROVIDING SERVICE)
 - Submission of registration certificate with GST, PAN. iv.

Submission of valid Labour License.

Registration with EPF & ESIC. V1.

Local Office / Geographical presence in Assam State. vii.

Submission of AMC Experience certificate in the form of work completion certificate/Performance viii. certificate from the Client. (Merely submission of Work order/Letter of Intent will not be considered as work experience certificate).

Submission of BID SUBMISSION FORM (Section-07) duly filled and signed by the bidder. ix.

Submission of UNDERTAKING (Section-08) duly filled and signed by the bidder. X.

Submission of Certificate of MSME/NSIC. XI.

Submission of Trade License upto date, if any. xii.

Submission of Solvency Certificate from its Banker. xiii.

Submission of Last Financial year Audited Balance Sheet or Financial Statement. xiv.

Submission of Last Financial year IT Return Statement. XV.

Submission of Turnover Certificate. XVI.

Submission of Any other clarification/Amendment. xvii.

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

Submission of the Financial bids as per Section-9 of the Tender document which is uploaded separately in

the financial segment, to be signed by the bidder.

- The contract amount shall be inclusive of all the wages of labour as per current rate of wages of Govt. of ii. India, Employer's contribution to EPF & ESIC, Cost of petty consumables, garbage transfer (as stated in Section-5), Agency charge, GST, all indirect cost such as Logistics, insurance, documentations and relevant taxes, etc.
- (C) Offline Submission: Only the following will be submitted offline. The same may be submitted in person/by Post addressed to the Director, NERIWALM, Dolabari, PO: Kaliabhomora, Tezpur, Assam (Pin-784027) and should reach before the due date of opening the Technical Bid. The sealed envelope shall bear the name of the work and the Tender Notice and Description and words "DONOT OPEN BEFORE" (due date).
 - (1) EMD in the form of Demand Draft/Banker Cheque/Pay order (In original)

(2) Any information for opening the tender (If required)

Note: EMD exempted for NSIC/MSME units. Subject to submission of valid NSIC / MSME certificate.

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

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

without assigning any reason.

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

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

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

2.1.3 "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order/Work Order for the former's offered goods/services.

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

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

2.1.6 "Contractor" means the successful bidder who will be awarded the AMC work by NERIWALM.

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

2.2 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, Assam. The Contract amount shall be inclusive of all the charges, taxes and duties, GST, EPF, ESIC, and other benefits of Labour, etc. as applicable and Agency Charges.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

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

2.8 BID SECURITY/EMD:

2.8.1 As mentioned in the Tender Notice for the work.

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

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

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

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

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or

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

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

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

2.9 VALIDITY PERIOD OF BID

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

2.10 CLARIFICATION OF BIDS

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

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

2.11 EVALUATION OF TENDERS

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

Page 6 of 32

bids. The NERIWALM shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.11.2 Arithmetical error shall be rectified on the following basis:-

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

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

- 2.11.3 A bid determined as substantially non-responsive shall be rejected by the NERIWALM.
- 2.11.4 The NERIWALM may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.11.5 The NERIWALM shall evaluate in detail and compare the bids which are substantially responsive.
- 2.11.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- 2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- 2.11.8 NERIWALM shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 NERIWALM'S RIGHT TO VARY QUANTITIES

- 2.12.1 The Director, NERIWALM reserves the right at the time of award of the contract to increase OR decrease the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.12.2 In case of division of order among number of parties, the distribution of quantity will be accordingly done by the Purchaser/Employer on an individual tender.
- 2.12.3 In addition to the labour under the AMC, the Service Provider/Contractor shall have to engage labour of any category for the works of NERIWALM as and when required/asked by NERIWALM. The payment shall be made as per latest rate of wages (category wise) of Govt of India including employer's contribution to EPF& ESIC, GST and Agency charge as per quoted rate. The Service provider/Contractor will raise the Bill along with the deposit challans of EPF & ESIC, Bank statement of payment of wages etc after satisfactory completion of engagement/deployment.

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

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

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

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

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

2.15 GENERAL CONTRACT AGREEMENT/PERFORMANCE SECURITY

Page 7 of 32

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 be valid for the contract period plus 03 (three) months. The rate of Performance Security will be @ 5% of the contract amount.

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

2.15.2 The Performance Security will be discharged by the NERIWALM after satisfactory completion of the supplier's/contractor's obligations including any warranty obligations under the contract in all respect and submission of LCC (Labour Clearance Certificate) from the Labour Department by the contractor to NERIWALM at their own risk and responsibility.

2.16 CANCELLATION OF LETTER OF INTENT

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

2.17 PRE BID CLARIFICATIONS

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

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

2.19 SUBMISSION OF BID (Refer Point no. 2.21 of section -2)

Only the following shall be accepted in physical form:

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



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

2.20 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to NERIWALM will qualify to be opened online. Representative of the qualified parties may attend the Online Price Bid opening. In case of any conflict in any of the terms mentioned at Section -4, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.21.1 Bidding Methodology:

Through GeM Portal

2.21.2 Broad outline of activities from Bidders perspective:

As per procedure of GeM Portal.

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

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

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

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

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

2.21.8 Other Instructions

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



GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

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

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

3.3 CHANGE ORDERS

- 3.3.1 The NERIWALM may at any time by written order given to the Supplier/Contractor make changes within the general scope of the contract in any one or more of the following:a) Services to be provided by the supplier/contractor.
- a) Services to be provided by the supplient contractor.
- 3.3.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.4 SUB-LETTING

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

3.5 LIQUIDATED DAMAGES

3.5.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the NERIWALM of the right to recover Liquidated Damages.

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

3.5.3 LD can be recovered from any dues of the Supplier.

3.6 ARBITRATION

3.6.1 In the event of any dispute arising between NERIWALM and the Supplier/Contractor, in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Director, NERIWALM who may himself act as sole arbitrator or may name as sole arbitrator an officer of NERIWALM notwithstanding the fact that

such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held Tezpur.

3.6.2 The proceedings of arbitration shall be in English language:

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

3.6.4 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge 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 sixth in

institute of Wale

Page 11 of 32

non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of Director, NERIWALM, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the NERIWALM shall be at liberty to take over from the Supplier at a price to be fixed by the NERIWALM, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the NERIWALM may deem fit except such material, as the Supplier may, with the concurrence of the NERIWALM, elect to retain.

3.10 TERMINATION FOR DEFAULT

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

3.11 TERMINATION FOR INSOLVENCY

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

3.12 ADD ON ORDER

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

3.13 COMPLIANCE TO LABOUR LAW

- 3.13.1 The contractor shall abide by and comply with EPF Laws, ESIC Laws, Income Tax Act/Rules, Minimum Wages Act, 1948, Minimum Wages (Central) Rules, 1950, Industrial Disputes Act, 1947, Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules, 1971 or any other law in force from time to time.
- 3.13.2 The engagement, deployment and payment of wages to Housekeeping personnel as per the above laws shall be the sole responsibility of the contractor and any breach of such laws shall be deemed to be breach of this contract.
- 3.13.3 The contractor shall be liable for any legal dispute/case/claims that may arises or may arise during currency of the contract due to non-compliance of labour or other related laws.



SPECIAL CONDITIONS OF CONTRACT

4.1 PLACE OF FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR

(i) ALL INCLUSIVE COMPREHENSIVE OPERATION AND CLEANING OF ADMINISTRATIVE BUILDING, RCC LABORATORY BUILDING, AUDITORIUM BUILDING, ASSAM TYPE WOMEN'S HOSTEL, SECURITY OFFICE, COMMON AREAS OF RCC RESIDENTIAL BUILDING, STORES ETC OF NERIWALM INCLUDING SUPPLY OF ALL TOILETORIES, IMPLEMENTS, CLEANING MATERIALS, ETC. AND

(ii) COMPLETE CLEANING OF INTERNAL ROADS, FOOTPATHS, DRAINS, FRONTS OF GATES, ETC. OF NERIWALM CAMPUS INCLUDING SUPPLY OF CLEANING MATERIALS, IMPLEMENTS, ETC. IN NERIWALM CAMPUS AT DOLABARI, TEZPUR.

4.2 PAYMENT TERMS

- i. Payment will be made on monthly basis after submission of attendance and bill of the preceding month duly verified by Engineer In-charge.
- ii. The payment shall only be released on confirmation of disbursement of salaries, ESIC, PF and other allowances, etc to labours deployed at site by the agency duly verified by Accounts Section, NERIWALM.
- iii. On submission of consumable item sheet duly verified by Engineer In-charge.
- iv. No price escalation, other than revision in minimum wages as notified by the Government from time to time, shall be admitted by the Client during the contract period including the extended period, if any.
- v. The contractor shall raise invoice every month and submit the same for reimbursement along with the following documents to concerned official of NERIWALM by 5th of every following month.
 - a) Attendance Sheet of manpower deployed during the month in NERIWALM premises duly authenticated by authorized official of the NERIWALM.
 - b) Statement of wages paid along with bank statement in the preceding month to manpower deployed in their respective bank accounts.
 - c) Proof of remittances made in the preceding month towards EPF and ESI contributions in respect of manpower deployed at Client's premises.
 - d) Declaration regarding compliance of labour laws.
- vi. NERIWALM will pay only the bill as per actual execution/deployment of labour (sweeper and Cleaner) against monthly bill as per latest rate of wages of Govt of India including employer's part of ESIC & EPF, GST(as per prevailing rate) and Agency charge (as per quoted rate).
- vii. Cost of consumables, garbage disposal outside the campus of NERIWALM, etc will be paid as per quoted rate/amount.
- viii. Monthly labour wages shall be for a maximum of 26 (twenty six) working days in a month. The total days of duty will be maximum of 6 (six) days a week and 26 (twenty six) days a month for all the labours.

4.3 PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.4 INSPECTION AUTHORITY

Officer deputed by Director, NERIWALM.

4.5 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Security Money for a value of 5 % of value of the awarded work value with validity up to contract period plus 3 months for final handing over of AMC covered equipments, within 10 days from date of issue of work order/letter. For other details kindly refer the Section-2.

4.6 SCOPE OF WORK

- 4.6.1 The scope of work shall cover complete cleaning solution to NERIWALM Campus. (Kindly Refer Annexure I, II, III & IV of Section 05)
- 4.6.2 In addition to the labour under the AMC, the Service Provider/Contractor shall have to engage labour of any category for the works of NERIWALM as and when required and requisitioned by NERIWALM. The payment shall be made as per latest rate of wages (category wise) of Govt of India including employer's contribution to EPF& ESIC, GST and Agency charge as per quoted rate. The Service Provider/Contractor will raise the Bill along with the deposit challans of EPF & ESIC, Bank statement of payment of wages etc after satisfactory completion of engagement/deployment.

4.7 PERIOD OF CONTRACT

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

4.8 DAMAGE CAUSED TO INSTALLATION

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

4.9 DEPLOYMENT OF STAFF

- 4.9.1 The contractor shall engage cleaning workers not below the age of 18 years.
- 4.9.2 The NERIWALM shall not provide any accommodation to any of the Housekeeping Personnel deployed by the contractor.
- 4.9.3 Contractor shall keep a record of the details like name, age, parentage, photograph address (residential as well as permanent) of all Housekeeping personnel and shall submit such record on demand of the Client.
- 4.9.4 The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the Housekeeping related tasks assigned at Client's office.
- 4.9.5 The strength of the workers can be enhanced or decreased on the discretion of the NERIWALM based on the functional requirement. However, payment shall be made based on the actual no. of workers engaged on day to day basis.

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

4.10 TOOLS & PLANTS

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

4.11 SCHDULE OF MAINTENANCE

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

4.12 RECORDS TO BE MAINTAINED AT SITE

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

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

4.13 PERSONAL ACCIDENT 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. 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 per rule as decided by NERIWALM.

4.14 PERIOD OF OPERATION

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



SCOPE OF WORK

ANNEXURES

ANNEXURES-I

Details of Buildings in NERIWALM Campus.

(a)

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

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

(i) Male sweeper

: 1 (One) Labour x full day for 6 days a week.

(ii) Male cleaner (unskilled): 4 (four) Labours x full day for 6 days a week.

(iii) Female cleaner (unskilled): 3 (three) Labours x full day for 6 days a week...

Details of road, footpaths, drains in NERIWALM Campus. 2.

(a)

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

(b) Labour/Manpower required for cleaning and browming of the roads, foothpath, drains and

disposing of Garbage as indicated above:

(i) Unskilled Labour (Male) : 03 (three) Labours x full day for 6 days a week.

(ii) Unskilled Sweeper (Male): 01 (one) Labour x full day for 6 days a week.

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

ANNEXURE - II

GENERAL SCOPE OF WORK: (TERMS & CONDITIONS)

(A) Administrative Building:

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

The cleaning time for inside the building may be as follows: 7 A.M. to 9 A.M.

External 9 A.M. to 12 noon

(B) RCC Laboratory Building:

1) Daily cleaning of the corridors, rooms and other free spaces of the entire Laboratory Building including sweeping the floors – Both wet & dry cleaning. (Total days of work/week=6 days)

- 2) Daily removal of the dust, waste papers, spider nets (cobweb) etc. from all the rooms, corridors etc. as directed (Total days of work/week = 6 days)
- 3) Daily cleaning (wet & dry cleaning) of the toilets at all levels including providing the day to day toilet cleaning materials, naphtha balls in the urinals, wash basins, toilet soaps/papers, odonils etc., as directed. (Total days of work/week = 6 days)
- 4) Cleaning of the floor carpets in alternate days with vacuum cleaners (to be provide by the institute) for all the rooms of the building at all levels. (Total days of work/week = 3 days)
- 5) Cleaning of the drains including plinth protections of the building, window, door, grill, ceiling, electric fixtures etc. on alternate days. (Total days of work/week = 6 days)
- 6) Regular (Daily) cleaning of the surroundings of the Laboratory Building as directed for making the areas clean and free from unwanted rubbish or other foreign materials. (Total days of work/week = 6 days)
- 7) Daily cleaning of the entrance porch and approach of the Laboratory Building as directed. (Total days of work/week = 6 days)

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

(C) Security office, areas etc:

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

(D) Auditorium:

1) Daily cleaning of the outside of the complete auditorium building.

2) Cleaning(dry & wet) the walls, false ceiling, door & windows, grills, floors, furniture, equipment, plinth, approach, roof gutter, terrace of the auditorium at least twice a week or as necessary including dusting complete as directed by the institute.

3) Complete cleaning of the toilet blocks as and when required.

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



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

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

1) Daily cleaning of the outside of the complete auditorium building.

2) Cleaning(dry & wet) the walls, false ceiling, door & windows, grills, floors, furniture, equipment, plinth, approach, roof gutter, terrace of the auditorium at least twice a week or as necessary including dusting complete as directed by the institute.

3) Complete cleaning of the toilet blocks as and when required.

(G) Internal roads and drains of the campus:

- 1) Daily booming and cleaning of the campus roads and footpath (6 days a week) and disposal of collected waste to the nearby low lying areas or as directed and specified.
- 2) Cleaning of secondary drain should be carried out every alternate day (3 days a week). The main drain should be cleaned at least once a week or as directed and specified.

3) Booming and cleaning of the frontage of Gate-1,2 &3 of NERIWALM alternate day

(H) Disposal of Garbage, waste etc:

1) Collection of the garbage, waste of the Residential Quarters/Hostel/Guest House/ Office buildings etc and disposal as directed and specified by Hand Cart.

2) Garbage accumulated from campus may dispose outside the campus at local municipal designated place. Garbage transfer from campus under the liability of service provider.

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



AND SWEEPING OF THE BUILDINGS REQUIREMENT OF TOILETORIES, IMPLEMENTS FOR CLEANING

	TOILETORIES REQUIRED FO	FOR			KECOIN	KECCIKEMENI GE	I OLUE I OMES, IIVIT LEIVIEN IS	ares, imr	TENERAL TO	A LEIN INTOLLE			
S. No.	Description	Qnty	Odonil a month (in pc)	Toilet paper a month (in pc)	Neptha ball a month (in kg)	Hand wash soap a month (in pc)	Hand Liquid a month (in L)	Full Broom a month (in pc)	Moper a month (in pc)	Detergent a month (in kg)	Dilute Acid/Harpic a month (in L)	Latrine brush a month (in pc)	Wiper a month (in pc)
	FOR WATER CLOSET IN:												
James		16		9	1.25		MIT I						
	Administrative Building	17		9	1.25								
✓.	Auditorium Building	9		2	0.25								
	Security Office	-			0.25								
	FOR HAND WASH BASIN IN:												
Pi Ponii	RCC Laboratory Building	22				20							
	Administrative Building	17				15							
Ŋ	Auditorium Building	9				4							
West Time Service	Security Office	-				-							
	FOR URINAL IN:												
	RCC Laboratory Building	18											
C	Administrative Building	20											
	Auditorium Building	17											
	Security Office	-											
	FOR TOILET BLOCK IN:						20		40	-	2	0.5	0.5
	RCC Laboratory Building	18	10				0.0		500	-	6	0.5	0.5
Q	Administrative Building	11	10				C.U		20.0	0.75	1 0	0.5	0.25
	Auditorium Building	4	4				0.25		62.0	50.0	7 0 2	0.5	0.25
	Security Office	-	-				0.25		0.20	0.23	7.0	2.	
Ñ.	FOR BUILDING AS BELOW:												
	RCC Laboratory Building							- -					
H	Administrative Building							1 0					
	Auditorium Building							0.0					
	Security Office							C.0	4	0000	027	3.00	1.50
			25.00	15.00	海"	40.00	1.50	3.00	1.25	3.00	00.00	7.00	

Page 20 of 32

DRAINS ROADS, CLEANING OF CLEANING MATERIALS IMPLEMENTS, OF REQUIREMENT FOOTPATH

1 Coconut Jaru/Broom kg 38 3.17 2 Kodali pc 4 0.33 3 Belsa pc 4 0.33 4 Rain Coat (Considering life to 01 year) pc 5 0.42 5 Full Jaruh/Broom pc 12 1.00 6 Bamboo sticks jaru/Broom kg 24 2.00 7 Jobaka pc 4 0.33 8 Phenile L 24 2.00 9 Dao, Kaasi Set 2 0.47 10 Repairing cost of the implements L.S L.S 1.8	SI. No.	Description of Items	Unit	Quantity per Year	Quantity per month
Kodali pc 4 Belsa pc 4 Rain Coat (Considering life to 01 year) pc 5 Full Jaruh/Broom pc 12 Bamboo sticks jaru/Broom kg 24 Jobaka pc 4 Phenile L 24 Dao, Kaasi Set 2 Repairing cost of the implements L.S L.S	-	Coconut Jaru/Broom	kg	38	3.17
Belsa pc 4 Rain Coat (Considering life to 01 year) pc 5 Full Jaruh/Broom pc 12 Bamboo sticks jaru/Broom kg 24 Jobaka pc 4 Phenile L 24 Dao, Kaasi Set 2 Repairing cost of the implements L.S L.S	2	Kodali	pc	4	0.23
Rain Coat (Considering life to 01 year)pc5Full Jaruh/Broompc12Bamboo sticks jaru/Broomkg24Jobakapc4PhenileL24Dao, KaasiSet2Repairing cost of the implementsL.SL.S	3	Belsa	pc	4	0.33
Full Jaruh/Broompc12Bamboo sticks jaru/Broomkg24Jobakapc4PhenileL24Dao, KaasiSet2Repairing cost of the implementsL.SL.S	4	Rain Coat (Considering life to 01 year)	pc	5	0.23
Bamboo sticks jaru/Broomkg24Jobakapc4PhenileL24Dao, KaasiSet2Repairing cost of the implementsL.SL.S	20	Full Jaruh/Broom	pc	12	1.00
Jobakapc4PhenileL24Dao, KaasiSet2Repairing cost of the implementsL.SL.S	10	Bamboo sticks jaru/Broom	kg	24	2.00
Phenile Dao, Kaasi Repairing cost of the implements L. S L.S L.S L.S L.S	_	Jobaka	pc	4	0.33
Dao, Kaasi Set 2 Repairing cost of the implements L.S L.S L.S L.S		Phenile	-	24	2.00
Repairing cost of the implements L.S L.S		Dao, Kaasi	Set	2	0.47
	0	Repairing cost of the implements	L.S	L.S	

The Care Land Manager of the Control of the Control

GENERAL CONTRACT AGREEMENT

ULII VIII VIII VIII VIII VIII VIII VIII	
THIS AGREEMENT is made on the,2024 Regional Institute of Water and Land Management 784027 (Assam) ("herein called the employer") of the par ("herein called the Service Provider") of the other part.	t and
WHERE AS THE Employer is desirous to get the Annu the said service provider	
Name of the Work: ANNUAL MAINTENANCE CONT (I) All inclusive comprehensive operation and cleaning of A Building, Auditorium Building, Assam Type Women's Ho RCC Residential Building, Stores etc of NERIWALN implements, cleaning materials, etc and (II) Complete cleaning of internal roads, footpaths, drain Campus including supply of cleaning materials, implements	ostel, Security Office, Common areas of including supply of all toiletories, as, fronts of Gates, etc of NERIWALM
Service Description: Annual maintenance of building, road	s, drains, footpath, sanitation etc
charges, etc).	cluding all duties, Taxes, GST, all other
The following documents shall be deemed to form	and be read and construed as part of this
agreement.	
 (a) This Form of Agreement (b) GEM CONTRACT NO :	Rupees) only vide DD/B G 1 1 Bid/RA/PBP No
IN THE WITNESS WHERE of the parties have here the day and year first above written.	unto set here respective hands and seals,
SIGNED, SEALED AND DELIVERED: By the said Service Provider:	By the said Employer:
Signature: Signature:	
Name	Name
(For & On behalf of Service Proveder)	(For & On behalf of NERIWALM)
In presence of	In presence of
Name:	Name:
Address: Date 22 of 32	Address:
	18

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:

\mathbf{A}	Tender Notice No. & Date	
В	Name of the Work:	ANNUAL MAINTENANCE CONTRACT (AMC) FOR (I) All inclusive comprehensive operation and cleaning of Administrative Building, RCC Laboratory Building, Auditorium Building, Assam Type Women's Hostel, Security Office, Common areas of RCC Residential Building, Stores etc of NERIWALM including supply of all toiletories, implements, cleaning materials, etc and (II) Complete cleaning of internal roads, footpaths, drains, fronts of Gates, etc of NERIWALM Campus including supply of cleaning materials, implements, etc.
1	Bidder's Name:	
2	Web site Address:	
3	E-Mail Address:	
4	Actual Address of the Bidder as per record:	
5	Postal Address:	
6	Contact No:	
7	Authorized Person's Name	
(96)	Designation:	

THE POST OF	Contact No:		
8	Local Registered Office Address in Assam State		
9	PAN No:		
	GST Reg No:		
10	Name of the party as per record in document		
	Labour Licence No:		
	Name of the party as reflected in the document		
11(A)	Name of Issuing authority:		
	Validity up to:		
	Nos of Labours :		
	Labour Licence No.:		
	Name of the party as reflected in the document:		
11(B)	Name of Issuing authority:		
	Validity up to:		
	Nos of Labours authorized to engage:		
	EPF Registration No.		
11(C)	Name of the party as reflected in the document:		
	Name of Issuing authority:		
	Validity up to:		
	ESIC Registration No.		
11(D)	Name of the party as reflected in the document:		
	Name of Issuing authority:		
	Validity up to:		राध्या भाम प्रकार
12	Particular of EMD (Copy to	be submitted Online with Technical Bid also)	State of Water and Land

	Amount (Rs.)						
	Transaction Details:						
	Bank:						
	Details of Bank Accounts	for release of EMI	D/Performance Security / Bill pays	ment etc.			
	Bank A/C No.						
12	Name of the Bank						
13	Name of the Branch						
	IFS Code.						
	Name of the Bank Account Holder(As per record in the Bank Account)						
	Average Annual Financial	Turnover during th	ne last 3 years, ending 31st March	2023			
14	Period (As below)	Financial Turn	Over (As below)				
	Experience in similar natur	Experience in similar nature of works during last 3 (Three) years					
	Duration of Experience	Description of the experience	Deptt/Company/PSU/Organ ization	Work value (Rs.)			
15							
	Particulars of Registration	of Contractor/ Firm	/Company with Govt. Departmen	t			
	Name:						
16	Class /Category of Registration	Issuing Authority	Nature & type of works/business authorized for execution	Valid upto :			



17	Class /Category of Registration	Whether under Human Resource provision and Management or Not	Nature of Service authorized for execution	Valid upto:
		*		



UNDERTAKING

To,

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

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

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:
lame (IN BLOCK LETTERS):
Tame of the party/Firm/Company
ddress
ate: Place : Place :

(End of Technical Bid)



FORMAT OF FINANCIAL BID

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

AREAS OF RCC RESIDENTIAL BUILDING, IMPLEMENTS, CLEANING MATERIALS, ETC COMPREHENSIVE AUDITORIUM BUILDING, INCLUSIVE LABORATORY ALL Θ FOR I TYPE WOMEN'S HOSTEL, SECURITY OFFICE, COMMON BUILDING, RCC STORES ETC OF NERIWALM INCLUDING SUPPLY OF ALL TOILETORIES, ANNUAL MAINTENANCE CONTRACT (AMC) ADMINISTRATIVE OF CLEANING . . AMC AND BUILDING, ASSAM the OPERATION of Name AND

NERIWALM OF GATES, ETC OF (II) COMPLETE CLEANING OF INTERNAL ROADS, FOOTPATHS, DRAINS, FRONTS ETC CAMPUS INCLUDING SUPPLY OF CLEANING MATERIALS, IMPLEMENTS,

	Particulars	Unit	Quity.	working Days for 01(one) no of labour for 06(six) days a week and 26 days a month for 01 year	Total Mandays (No. of manpower x 312 days)	manpower (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) (In Rs.) & (In words)	Amount for 12 manpower for 312 days in a year (Rs.)
A	TANPOWER COMPONENT						
(i) To To G	Total Cost of Deployment of manpower(sweeper and cleaner) Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) exclusive of GST	Nos.	12.00	312.00	3744.00		
A T	TOTAL COST ON MANPOWER COMPONENT	COMPONE	LVI	THE STATE OF	27.4		
Page 28 of 32	f 32			Company of the Control of the Contro	distance of the stance of the		

Page 28 of 32

	GST on To	GST on Total Cost on Manpower Compo	Component (18 % of A)	
Contractor fixed service charge (in %) on total cost of Manpower Component (A) for contract period of 01 (One) year (including GST) (%)	%) on tota cluding G	l cost of Manpower Compone 3T) (%)		Percentage (%) to be quoted by
Contractor fixed service charge (in Rs.) on total cost of Manpower Component (A) for contract period of 01 (One) year (including GST) (Rs.) i.e. <u>Total Amount of A x Percentage</u> (%) quoted in C	Rs.) on tot cluding GS	al cost of Manpower Compon 3T) (Rs.) i.e. <u>Total Amount of</u>		(Amount to be filled up by bidder in
CONSUMABLES AND OTHER COMPONENTS AS STATED IN SECTION	OMPONE	VTS AS STATED IN SECTIO	-5.2 (b)	Rs.)
Cost of consumables, cleaning items for cleaning of buildings, roads, drains, foothpath etc. including Contractor profit, GST and other charges (in Rs.)	Lump- sum	for 01 year period	period	(Amount to be quoted by hiddors in Ps.)
Charges for garbage waste transfer from NERIWALM to Municipal designated place including Contractor profit, Machinery charge, GST and other charges (in Rs.)	Per Garbage Vehicle Trip	for 01 year period (for 36 trips in a year) (Minimum Capacity of Vehicle: 2 cum)	(Amount to be quoted by bidders in Rs. for	/Amg bidden





	Grand Total (including Labour Component, Consumables and other component, Contractor Service Charge, GST and other charges) (Rs.) i.e. $\overline{F=Amount\ of\ A+B+D+E}$	(Amount to be filled up by bidder in Rs.)
Ö	Total Quoted Amount (Rs.) (in figures)	(Amount to be filled up by bidder in Rs.)
Ħ	Total Quoted Amount (Rs.) (in words)	

NOTE:

- The rate of the manpower quoted by bidder shall be inclusive of Wages (Basic Pay + VDA), EPF & ESIC. a)
- etc. The total quoted price/value in GeM should match The quoted amount of the bidder shall be inclusive of GST and all other charges, with price breakup format/Financial Bid. 9
 - be inclusive of GST and all other charges, etc he service work (in Rs.) = Total Quoted Amount of the bidder shall The value of the \odot
- 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. 9
 - The following components should necessarily be present in the pay structure stated in above table SI. No. A as above applicable to the all stated manpower staff (It is for necessary reference only). (e)

1

Manpower cost per manday	Rs. 67.86	Rs. 16.97	Rs. 606.83
Basic Pay + VDA as per Chief Labour Commissioner Order	EPF and Admin Charges @ 13.00 %	ESIC @ 3.25 %	1 otal Amount per manday (Inclusive of Wages (Basic Pay + VDA), EPF & ESIC) (Rs.)

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. considered while quoting the service charge by the bidder in the price bid format of this tender. However NERIWALM will only reimburse the If the amount quoted as service charge by the bidder in the Price Bids is unreasonable/ unrealistic or with Zero profit margin, based on Contractor may like to add any other component as they may desire to the above list to have better statutory payments or otherwise, the NERIWALM reserves the right to reject such bids. above listed component as minimum wage for the workers as applicable.

- The Minimum wage rate as per Order No: F.No1/7(5)/2024-L.S-II, dtd- 01/04/2024 of Chief Labour Commissioner (C) w.e.f. 01.04.2024 for different category of workers.
- g) Bidder may refer to section 5 for more details related to scope of work.
 - h) Breakup of Taxes included in total prices may please be indicated.
- The contractor should take into consideration the minimum rate of wages prevailing at the time of quoting the rates for different category all other charges should invariably be petty materials, of labour. Contribution to EPF & ESIC, Cost of hand tools & safety equipment, considered $\vec{1}$
- Expected minimum Labour Force & duty Hours: (For details please refer Section-5)
- The Labours/Workers of the Contractor/Service Provider must be covered under ESIC, EPF and other Insurance Coverage. N N
 - The Labours/Workers of the Provider/Contractor must be covered under insurance against any personal accident.

13/2

- m) The Labours/Workers should be paid as per latest rate of wages of Govt of India prevalent at the time of quoting of rates
 - The cost of providing consumables, implements and garbage disposal/ dumping will be the liability of the service provide Page 31 of 32 n)

- The spares/consumables to be supplied under the liability of the Service Provider. (For details please refer Section-5) 0
- NERIWALM will pay only the bill as per actual execution/deployment of labour (Sweeper and Cleaner), consumables supplied, garbage disposed off outside the campus, etc against monthly bill (For details, may please refer "the Payment Terms" at 4.2). No payment will be made extra. b)
- L1 will be selected as per GeM Portal Financial Bid Actions point. (b
- In case of Multiple L1, Preference will be given as per GeM T)
- tune of Rs. 29,71,800.00 (Rupees Twenty Nine Lakhs Seventy One thousand Eight Hundred) only for total 12 (twelve) nos of labours(sweeper and cleaner) for maximum 26(twenty six) The AMC is a labour intensive work. The estimate amount indicated in the Tender Notice is prepared incorporating the total labour cost category), including employer's contribution to EPF garbage waste transfer etc. The labour component calculated as per latest rate of wages of Govt of India (For sweeper and cleaner ESIC, GST, Agency charge (3.85%), cost of consumables, implements, etc to a 1 EPF, ESIC contribution, the agency charge, cost of consumables, a month. working days in including GST, s)

(Signature of the bidder with seal)	Name of the party:	Address



Seal

Page 32 of 32