



**NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)**

(Under section-3 of the UGC Act, 1956, vide Notification No. f.9-15/2002-U.3, Dated 31st May, 2005, MoE, Govt. of India)

Nirjuli :: Itanagar :: Arunachal Pradesh
(Under Ministry of Education, Govt. of India)

TENDER DOCUMENT
FOR PROVIDING MANPOWER SERVICES
AT NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND
TECHNOLOGY (NERIST)
NIRJULI :: ITANAGAR – 791109
ARUNACHAL PRADESH

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ANNUAL CONTRACT FOR PROVIDING MANPOWER SERVICES AT NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY, NIRJULI, ARUNACHAL PRADESH

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NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY

(Under the Ministry of Education, Govt. of India)

(Deemed to be University u/s 3 of UGC Act, 1956)

NIRJULI :: ARUNACHAL PRADESH :: 791109

Tender No. EST-174/2/HR/2016

Dated: 09/08/2024

NOTICE INVITING TENDER

Sealed quotations are invited from the reputed Agency/Firm/Company for providing Manpower services viz., Nurse, Sanitation Supervisor, Horticulture Supervisor and labour, Mate, Wireman, Multi tasking staff, Caretaker/Housekeeping, Tractor Driver etc. at North Eastern Regional Institute of Science and Technology (NERIST), Deemed to be University under the Ministry of Education, Govt. of India, Nirjuli – 791 109, Arunachal Pradesh. Availibility of tender documents *w.e.f.* 13/08/2024 to 26/08/2024. For details, please visit Institute website www.nerist.ac.in

Sd/- Registrar



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NIRJULI :: ARUNACHAL PRADESH :: 791109

Tender No. EST-174/2/HR/2016

Dated: 09/08/2024

Notice Inviting Tender

Sealed item rate quotation are invited from reputed, registered, professional agencies for Providing Manpower services viz., Nurse, Sanitation Supervisor, Horticulture Supervisor and labour, Mate, Wireman, Multi tasking staff, Caretaker/Housekeeping, Tractor Driver etc. at North Eastern Regional Institute of Science & Technology, Nirjuli, Arunachal Pradesh, on annual contract basis for one year and extendable by another one or more years on evaluation of the services rendered and mutual agreement. Tender documents can be **downloaded from the Institute Website www.nerist.ac.in** and has to be submitted and dropped at tender box kept in the Registrar's office, NERIST as per date and time given below. **No Tender documents will be issued offline.**

In case of any doubt on technical specification, please contact us at Registrar Office, NERIST, Nirjuli, Arunachal Pradesh, Ph. No. 0360 2257446, Email: registrar@nerist.ac.in

Sl. No.	Particular	Date and Time
1	Date of uploading of Tender documents in Institute Website	12/08/2024 at 11am
2	Documents download start date	13/08/2024 at 11am
3	Documents download end date	26/08/2024 at 3pm
4	Bid submission start date	14/08/2024 from 11am onwards
5	Bid submission closing	26/08/2024 at 3pm
6	Technical Bid Opening date	26/08/2024 at 3.10pm
7	Financial Bid Opening date	To be intimated later after finalisation of Technical bid

The Director, North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh reserves the right to accept or reject the tender without assigning any reason thereof.

Sd/- Registrar
NERIST, Nirjuli, Arunachal Pradesh

Section – I

General Instructions to Tenderers

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Institute" means the North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh where the Manpower services are required as specified in the Contract.
- (ii) "Contract" means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc.
- (iii) "Contractor" means the successful tenderer selected for execution of contract for providing Manpower services.
- (iv) "Day" means calendar day.
- (v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) "Services" means the scope of work together providing Manpower with articles, material, consumables, instruments, machinery, equipment etc. which the Contractor is required to provide at the North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh under the contract.
- (vii) "Tender Inviting Authority" OR "Client" or "Tender Acceptance Authority" or "Contracting Authority" or "Payment Authority" means the Registrar, North Eastern Regional Institute of Science and Technology, Nirjuli Arunachal Pradesh.
- (viii) "Nodal Officer" is the designated officer of the North Eastern Regional Institute of Science and Technology, Nirjuli Arunachal Pradesh nominated by the Tender Inviting Authority who supervises the services provided by the Contractor.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) "Tenderer" means Proprietorship/ Pvt. Limited / Limited company, Societies/ Trust registered in India intending to participate in the tendering process.
- (xii) "Central Government" means Government of India.
- (xiii) "State Government" means Government of Arunachal Pradesh.

1.3 Abbreviations:

- (i) "PSD" means Performance Security Deposit
- (ii) "BG" means Bank Guarantee
- (iii) "GST" means Goods and Services Tax

- (iv) “GCC” means General Conditions of Contract
- (v) “GIT” means General Instructions to Tenderers
- (vi) “NIT” means Notice Inviting Tenders.
- (vii) “NERIST” means North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh.
- (viii) “TIA” means Tender Inviting Authority

Scope of Services: The Scope of Services are given in Annexure – C.

2. Eligibility Criteria

- (a) The Tenderer must have achieved minimum turnover of Rs.30 lakh during the last three financial years and should be profit making.
- (b) The Tenderer should be registered for Income tax, GST, EPF etc.
- (c) The Tenderer should obtain Labour Licence under Contract Labour (Regulation and Abolition) Act, 1970 and the registration should be submitted within 3 months from the date of award of works.
- (d) The Tenderer should not have been debarred either by the Tender Inviting Authority or by any State Government or by the Government of India.

3. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) Self-attested copy of Firm’s Registration / Incorporation Certificate with relevant authority in India.
- (b) Statement of annual turnover of last three financial years, in support of eligibility criteria mentioned at Cl-2 above, from a registered practicing Chartered Accountant.
- (c) Audited Balance Sheet along with Profit & Loss Statement of last three financial years.
- (d) EMD of required amount as per GIT Clause No. 5
- (e) Self-attested copy of GST registration certificate, Employee Provident Fund (EPF), and PAN card etc.

- (f) Self declaration for not having been blacklisted by any Tender Inviting Authority or by any State Government or by Central Government.

4. Tender Validity:

- (a) The Tender submitted shall be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

5. Bid Security / Earnest Money Deposit(EMD):

- (a) The tenderer is required to submit Rs. 3,00,000/- (Rupees three Lakh) only as Earnest Money Deposit (EMD) in the form of Bank Guarantee from any nationalised bank as per format at Annexure-F. EMD should be valid for at least 90 days beyond the date of tender submission date. The original sealed copy of Bank Guarantee as EMD has to be submitted in Technical Bid along with other documents.
- (b) The Tenders found without EMD as above, shall be summarily rejected.

6. Bid Price:

- (a) All tenderers should submit all the details of bid prices as per format given in **Annexure-E**.
- (b) The wages for Manpower Services will be as quoted in the price bid and accepted by the Tender Inviting Authority. Rate once quoted and accepted will not be revised in the entire contract period whatsoever.

7. Preparation and Submission of Tender:

Bidder firms which fulfil the above eligibility conditions may submit and drop the technical bid & price bid along with copy of documents **failing which their bids will be rejected. Bidders are requested to submit tender documents as under:-**

- i) Envelope – I (Containing Technical Bid)
- ii) Envelope – II (Containing Financial/Price Bid)
- iii) Envelope – III (Containing Technical and financial bid). It will be super scribed as Tender No. EST-174/2/HR/2016, dated 22/07/2024 **“Tender for providing Manpower Services at NERIST, Nirjuli, Arunachal Pradesh.”**

8. Opening of Tenders:

Evaluation of technical and financial bids.

- a. The Tenderers are required to submit two separate Bids i.e. - Technical and Financial, as per Performa available in the Institute Website. It will be submitted in the manner as specified in Cl-7 above.
- b. Each attached document should be signed and stamped by bidder or its authorized representative of Tenderer.

- c. During the tender opening, the envelopes containing Technical Bid shall be opened first. The envelopes containing Price Bid shall be signed by all committee members and kept unopened for consideration at a later date.
- d. The financial bid of the bidders, whose technical bid is found to be responsive as per the eligibility and other tender conditions, will be opened in the presence of the bidders, who choose to attend the opening of financial bid.
- e. The date and time of opening of Price Bid shall be informed to all such Tenderers who qualify in Technical evaluation. The tenderer's representative may choose to attend the opening of Price bid.
- f. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder.
- g. In the event, the date of opening as above is declared "bandh" or holiday, the Technical/ Price Bid, as applicable, shall be opened at the same time on the immediate next working day.
- h. The competent authority of North Eastern Regional Institute of Science and Technology, Nirjuli, Arunachal Pradesh reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
- i. No interest is payable on the EMD.
- j. The bid shall be valid for 90 days from the date of opening of Financial Bid.
- k. Tender incomplete or Conditional in any form will be rejected outright.
- l. In case the successful tenderer declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
- m. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Contractor.

9. Evaluation of Tenders:

- a. The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- b. The Financial Bids of only those Tenderers will be opened and evaluated who will qualify in the Technical Bids.
- c. In case more than one price bid quoting the same rates are received, the decision of the TIA shall be final & binding to all Tenderers.
- d. The TIA reserve the right to negotiate with the L1 (Lowest bidder).

10. Performance Security Deposit and Award of Contract:

- a. On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, **Performance Security Deposit (PSD)** for an amount of Rs. 5,00,000/- (Rupees five Lakhs) only in the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-G**) **from any nationalised bank** pledged to Tender Inviting Authority initially valid for 18 months from the date of signing of the agreement which may be extended on the demand of the TIA. The successful tenderer will convert EMD as PSD with required additional amount.
- b. The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**.) on a non-judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- c. If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, owing to any other reasons he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

11. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing the agreement by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended upto 3 (three) years or more on the same terms and conditions.

12. Commencement of Services

The Tenderer who will be awarded the contract, to be called “Contractor” henceforth, should commence providing the Manpower services within 7 (seven) days of signing of agreement or any other date mutually agreed by both parties.

Section- II

General Conditions of Contract

1. Staffs deployed by the Contractor shall be treated as the employee of the Contractor and shall not have any right to claim for employment or any other benefit from North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh in future.
2. Under no circumstances, Shall the Contractor or any of his/her representative demand or collect any form of security deposit(s) from the staff deployed at the Institute. Any complaint received in this matter will be thoroughly investigated and will entail termination of the contract.
3. The Contractor's staff will be required to handle the keys of various offices/Classes/Labs etc. as per the allotment of their duties by the Contractor or the Institute authority.
4. The Contractor's staff will be required to display mature behavior, especially towards students, employees of the Institute, female visitors and elderly persons. They shall also assist/guide registered visitors in reaching their desired department/locations as per established policy of the Institute.
5. No items are allowed to be taken out without proper Gate Passes to be issued by the competent officers as laid down in the contract or authorized by Nodal Officer for entry & exit movement of materials. The staff shall be required to maintain specimen signatures and telephone numbers of the above stated officers.
6. The staff shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as EPF, Bonus etc. as may be required by any of the Workmen's Compensation Act. The staff deployed by the Contractor should be properly trained, have requisite experience and have the skills for carrying out a wide variety of work.
7. The Contractor should ensure health and safety measures of all the staff, deputed for the works at his end. The contracting authority may also conduct health check-up of the staff deployed at regular intervals at the Contractor's cost, if required.
8. If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company/partnership shall not be altered without the approval of the Institute.
9. The Contractor shall engage only such staffs, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff. The Contractor shall submit copies of the police verification report and medical fitness etc as applicable, to the Nodal Officer before their engagement.
10. The Contractor at all times should indemnify contracting authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The Contractor shall not employ any person below the age of 18 years and above the age of 60 years. Employment of child labour will lead to the termination of the contract. The Contracting Authority will not own any responsibility in this regard.

11. The staff deployed by the Contractor in the Institute shall not claim any benefit/compensation, absorption or regularization of their services in North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970, The Contractor shall obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be a necessary party. However, in any event, either the deployed persons or to the order of the Court, the Institute is made necessary parties in dispute to adjudicate the matter, the Contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
12. The staff deployed by the Contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and/or for other purpose, it is desirable to remove the said person, the Nodal Officer of the Institute has every right to remove the said person, immediately and responsibility if any, to be borne will be borne by the Contractor.
13. The Contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, or any immoral act.
14. All liabilities arising out of accident or death of any of the staff while on duty shall be borne by the Contractor.
15. Adequate supervision will be provided to ensure correct & effective performance of the persons engaged in accordance with the prevailing assignment and instructions agreed upon between the two parties.
16. The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Institute's premises.
17. The Contractor shall have his own Establishment/ Setup/ Mechanism to provide training of staffs engaged to ensure correct and satisfactory performance of their duties and responsibilities under the contract.
18. The Institute shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to change the staff with prior intimation to the Authority/Nodal Officer of the Institute.
19. The Contractor shall be responsible to protect all movable and immovable properties of the Institute entrusted to it.
20. The Institute will not provide any medical facility and residential accommodations to the staff engaged by the Contractor.
21. The staff engaged by the Contractor should maintain utmost discipline. They have to be extremely courteous with pleasant mannerism. The Institute shall have right to have any person removed in case the staff is not performing the job satisfactorily. The Contractor shall have to arrange the suitable replacement in all such cases.
22. The duty hours will normally be 8 (eight) hours a day.
23. The staff engaged by the Contractor shall work under overall supervision & direction of the controlling Officer of the Institute.

24. The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Institute. The Institute Authority, shall have the absolute right to inspect the person employed/engaged by the Contractor in respect of their attendance, duty and turn out at any time.
25. Payment will be made within a period of 15 days after submission of the bill being duly verified and all necessary documents in triplicate in respect of the persons deployed and duly verified by the concerned in-charge of the Institute for actual shifts manned/operated by the staff supplied by the Contractor.
26. No other claim on whatever account shall be entertained by the Institute. The Contractor will ensure that staffs engaged by him must receive their entitled wages on time. In respect of this, the following procedure will be adopted:
- a. The Contractor shall pay entitled wages for a particular month to its employees by 7th day of the following month. The Contractor must ensure that entitled wages of the staff are credited to their bank account. It shall not be linked to the payment/release of the bill from the Institute or delay for the checking & verification or for including additional documents or for amendments to the bill, at their end. The Contractor will not be given any relaxation in this matter.
 - b. Payment to such staffs must be made by the Contractors through e-transfer only. To ensure this, the Contractor will get a bank account opened for every engaged staff immediately after their engagement and a copy of the list of the personnel engaged by the Contractor with the details of their bank account must be submitted to the Institute / Nodal Officer.
 - c. In order to ensure that such staff get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from the 1st day to the last day of the previous month.
 - ii) Monthly bill as per above cycle, will be submitted by the Contractor in the first week of the following month.
 - d. While submitting the bill for a month, the Contractor must submit a certificate certifying the following:
 - i) That Wages of staff for the last month were credited to their bank accounts on (date). (Bank Statement to be enclosed)
 - ii) That EPF contribution relating to staffs amounting to Rs. was deposited on (date) (Copy of the challan of the previous month to be enclosed).
 - iii) That EPF deposited relating to each staff shall be highlighted in the ECR sheet for the particular period.
 - iv) That all the statutory Labour Laws are complied with.
 - e. For mid-term inclusion/replacement of staff, the Contractor shall ensure EPF registration of the employee within 20 days of joining and shall credit applicable arrears to the new employees' account. Documents supporting registration & transfer of applicable amount for every replacement shall be submitted within 30 days from the date of joining.

- f. The payment authority of the Institute reserves the right to ask for a certificate from Nodal Officer of the Institute certifying that the Contractor has provided satisfactory services in that particular facility for which the Contractor has submitted bill(s) for payment. If the Nodal Officer fails to issue such certificates in time, it would be presumed that services being provided by the Contractor are not satisfactory.
27. Any damage or loss caused by the Contractor's staff to the Institute in whatever form would be recovered from the Contractor.
28. The Institute will not provide accommodation to the Staff engaged through the Contractor.
- 29. Penalty:**
- a. In case any of the Contractor's staff deployed under the contract is (are) absent, a penalty equal to double the wages of the staff absent on that particular day for each such staff shall be levied by the Institute authority and the same shall be deducted from the Contractor's bills.
- b. In case any complaint is received attributable to misconduct/misbehaviour/alcohol consumption during duty period of the Contractor's staff & is assessed as true by Institute's administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill and such Contractor's staff shall be liable to be removed from the Institute immediately.
- c. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institute Authority or the designated Nodal Officer of the Institute reserves the right to impose the penalty as detailed below: -
- i. A letter of warning to commence/execute the work as stipulated in the agreement or improve the performance or meet the statutory requirements of the contract etc. as applicable within a period of four weeks be issued to the Contractor.
- ii. After four weeks' delay the Institute Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other Contractor(s) in open market. The difference if any will be recovered from the Contractor and his Performance Security Deposit may also be forfeited.
30. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Performance Security Deposit of the Contractor shall stand forfeited.
31. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor's staff shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's staff shall attend the court as and when required.
32. During the course of contract, if any Contractor's staff is found to be indulging in any corrupt practices or causing any loss of property in the Institute, the Institute Authority shall be entitled to terminate the contract forthwith duty forfeiting the Contractor's Performance Security Deposit.
33. The Contractor shall not under any circumstances sub-contract or transfer whole or any part of the contract work to any other person or firm.
34. The Contractor shall indemnify and hold the Institute Authority/ designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Contractor.

35. The Tenderers shall get the staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each staff deployed. Institute Authority/Nodal Officer will be at liberty to get anybody re-examine in case of any doubt. Only physically fit staff shall be deployed for duty.
36. Staff engaged by the Contractor shall not take part in any staff union and association, activities.
37. The Institute shall not be under any obligation for providing employment to any of the staff of the Contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the staff of the Contractor.
38. If as result of post payment audit any overpayment is detected in respect of any work done by the Contractor, it shall be recovered by the Institute Authority from the Contractor and the Contractor shall have to comply with the decision of the Institute Authority.
39. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Institute Authority.
40. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
41. The Contractor shall enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
42. The contract shall initially be valid for a period of One Year and can be extended further by one year each up to a total period of 3 years based on their performances on the same terms and conditions of the contract and at the same rates. The rates quoted by the Contractor shall remain unchanged during the period of contract.
43. Contracting authority however, reserves the right to terminate the contract by serving at least one months' notice, in writing if the Institute's administration is not satisfied with the services of the Contractor. The Contractor may terminate the contract by serving at least three months' notice to the Contracting Authority in writing giving reasons thereof.
44. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Contracting Authority besides cancellation of the contract
45. **Scope of work and services:**
 - a) Details of the Scope of Work are enclosed at **Annexure-C**.
 - b) Details of requirement of Manpower with qualification, experience, age etc. is given at **Annexure-D**.
46. **Variations:**

The Institute's administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked on the basis of the Agreement to be signed.

47. Risk and Cost Clause:

- a. The Contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory. NERIST also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of the existing Contractor and excess expenditure incurred on account of this will be recovered from the Contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Nodal Officer of the Institute. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of any of the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the Institute due to negligence/carelessness of the Contractor's staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Institute. The Contractor or his representative(s) shall meet the designated respective Nodal Officer/Institute Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- d. The Contractor will also maintain a complaint/suggestion book, at the Institute, for comments on the services of the staff engaged by the contractor.
- e. Training on behaviour aspects and ethics must be done regularly. NERIST's expectations should be communicated to all the Contractor's staff.

48. FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either part may at its option terminate the contract.

49. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the NERIST Authority/ Contracting Authority designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof; which may arise. The Contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

50 . Dispute Settlement:

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. Registrar, NERIST, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b) The Director, NERIST will appoint a person to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties, The Contractor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to Which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, is unable or unwilling to act or vacates his office for any reasons whatsoever, the Director, shall nominate/appoint another person, as aforesaid, to act as the Sole Arbitrator.
- d) Such person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority, that is the Director of the Institute or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to the Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f) The work under the Contract shall, however, continue during the arbitration proceedings.
- g) The Sole Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) The fees of the Sole Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or a statutory modification or re-enactment thereof and the rules made thereunder shall apply to the arbitration proceedings under this Clause.
- j) The Contract shall be governed by and constructed according to the laws in force in India. The Arbitration shall be held at NERIST and conducted in English language.

TENDER FORM

(To be printed on the letterhead of the Tenderer)

Date

Ref. Tender No. EST-174/2/HR/2016, dated 22/07/2024

To

**The Director,
North Eastern Regional Institute of Science & Technology (NERIST)
Nirjuli, Itanagar – 791109
Arunachal Pradesh**

1. We, the undersigned have examined the above mentioned Tender document. We now offer to provide manpower as mentioned in Scope of Work at Annexure – A and at the rates as mentioned in our financial bid.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a Performance Security Deposit of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/corrigendum, if any.

**Signature of the Tenderer or his Authorized Person.
(Name, designation and seal)**

Date:

Place:

Certified that I, Sri/Smt. (Name and designation)
am duly authorized to sign this Tender including the Price Bid for and on behalf of
..... (Name of Tenderer)

**Signature of the Authorized Person
(Name, designation and seal)**

Date :

Place :

N.B: The above tender form, duly signed and sealed by the Tenderer or the authority signatory of the company, should be enclosed with Technical Tender.

Declaration

(To be printed on the letterhead of the Tenderer)

1. I, son/daughter of Shri , proprietor/partner/director/authorized signatory of M/s , am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of the Tenderer or his Authorized Person

(Name, designation and seal)

Date:

Place :

N.B: The above declaration, duly signed and sealed by the Tenderer or the authorized signatory or the company, should be enclosed with Technical Tender.

SCOPE OF WORK

The Scope of the Work is as below:

1. The Contractor shall Provide required Manpower services viz., Nurse, Sanitation Supervisor, Horticulture Supervisor and labour, Mate, Wireman, Multi tasking staff, Caretaker/Housekeeping, Tractor Driver etc. at the North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh as mentioned in this tender document.

MAN POWER REQUIREMENT

1. Manpower requirements with qualification, age and experience.

Sl. No	Name of the Post	Educational Qualification required	Age	Experience
1.	Horticulture Labourer	Class V Pass	18-35 yrs.	-
2.	Horticulture Supervisor	B.Sc. in Horticulture/ Forestry/Agriculture	18-35 yrs.	One year
3.	Sanitation Supervisor	Diploma in Sanitation/ Environmental Engineering/Science	18-35 yrs.	One year
4.	Nurse	ANM/GNM	18-35 yrs.	One year
5.	Wireman	ITI in wireman trade/ electrical	18-35 yrs.	One year
6.	Mate	Diploma in Civil Engineering	18-35 yrs.	One year
7.	Multi Tasking Staff (MTS)	Graduate from a recognised University with knowledge in Computer Application	18-35 yrs.	-
8	Caretaker	Graduate from a recognised University with knowledge in Computer Application	18-35 yrs.	-
9.	Tractor Driver	1. Class X Pass 2. Valid Driving Licence both LMV and HMV	18-35 yrs.	-

a) Police Verification:

All staff posted by the Contractor shall be verified by their police records and other information prior to posting at the Institute. A police verification certificate of the staff issued by the concerned police stations shall also be submitted along with the following documents before a staff is deployed at the Institute.

- i. Staff Information Sheet duly filled and signed.
- ii. Educational Qualification/Technical Qualification Certificate.
- iii. Recent passport photo (colour)
- iv. Copy of Aadhar Card or Electoral Card
- v. Bank Account Details with their Account Nos. and IFSC code of the Bank along with photo copy of Bank Pass Book (first page)
- vi. Experience Certificate, where necessary.

b) Right of the Institute:

The Contractor shall forward the above details of staff desired to be deployed at the Institute. The Institute reserves the right to decline posting/deployment of any staff for which the Contractor shall promptly provide a replacement candidate at the earliest to avoid penalty.

c) Medical Certificate:

The Contractor shall submit a medical fitness certificate issued by the State Government/Central Government Hospital or NERIST Health Unit in respect of all the staff proposed to be deployed in the Institute.

FINANCIAL BID FOR PROVIDING REQUIRED MANPOWER SERVICES

(To be printed on letterhead of Tenderer and to be submitted in a separate envelope duly sealed super scribing the envelope “Financial Bid”)

A. Manpower services and other statutory payment				
Description of manpower		Wage per month per staff Rate to be quoted inclusive of EPF and other statutory payment/charges as per rule.	Rate per staff (in figure)	Rate per staff (in words)
1.	Nurse			
2.	Horticulture Labourer			
3.	Horticulture Supervisor			
4.	Sanitation Supervisor			
5.	Wireman			
6.	Mate			
7.	Multi Tasking Staff (MTS)			
8.	Caretaker			
9.	Tractor Driver			
Total				
We agree to pay the Wage per month per staff and other statutory payments as detailed above.				
B. Service Charges: (Please quote distinctly)				
Service charge on total amount of Wage per month excluding the amount of EPF and other statutory payments/charges as per rule. (To be quoted in percentage. Unrealistic/vague quotation may amount to disqualification).	 % on total amount of Wage per month excluding the amount of EPF and other statutory payments/charges as per rule.		
In words :..... percent on total amount of Wage per month excluding the amount of EPF, Bonus and Admn. Charges.				
The contractor/tenderer will be paid the service charges on percentage of total amount of wages quoted per month excluding the amount of EPF and other statutory payments/charges as per rule. The staff must be paid the balance amount in totality after deduction of EPF and other statutory payments/charges as per rule.				

Rate quoted as wages per month per staff at CI - A will be summed up with service charge at CI – B for determining the lowest tenderer (L – 1).

It is understood that no overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid is liable to be rejected. Percentage of Service Charge must be written in figures as well as in word, failing which the Financial Bid is liable to be rejected. In both the cases, if rejected, we shall not challenge the decision at any forum.

Date:
Place:

Signature of the Tenderer or his Authorized

Person's Full Name

Designation:

Company's seal

- (A) Deduction of GST/TDS shall be as per governing rules of the Central Government.
- (B) The Contractor has to make the payment for a month to its staff latest by 7th of the next month. This will be independent of the payment of the bills by the Institute.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable Central Government/State Government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves the right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Date:
Place:

Signature of the Tenderer or his Authorized

Person's Full Name

Designation:

Company's seal

BANK GUARANTEE FORM FOR EMD TO BE FURNISHED BY THE TENDERER
(To be furnished by the tenderer as EMD for the work of providing manpower services at NERIST)

In consideration of the Registrar (hereinafter called the “Tender Inviting Authority” or “Client”) has floated tender No. (hereinafter called “said tender”), for providing manpower services as per terms and conditions mentioned in the above tender, M/s. (hereinafter called “Tenderer”) has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for (Rupees) only as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any disputes or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said Contractor(s), and accordingly discharges this guarantee.
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. The guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to (Rupees only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Proforma of Performance Security Deposit

(To be furnished by the tenderer on shortlisted for award of work of providing manpower services at NERIST)

In consideration of the Registrar, NERIST (hereinafter called the “Client”) having offered to accept the terms and conditions of the Proposed agreement (hereinafter called the “said Agreement”) between NERIST and M/s. (hereinafter called the “said Contractor”) for the work of providing manpower services having agreed to production of an irrevocable bank guarantee for (Rupees) only as a security/guarantee from the Contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We (hereafter referred to as the “Bank”) hereby undertake the following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge or our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this guarantee.
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted

to Rs. (Rupees) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the day of for

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Format of Contract Agreement
(On Rs. 500.00 Non-judicial Stamp Paper)

THIS AGREEMENT is made this day of the month of of the year Two Thousand BETWEEN M/s. (hereinafter called the “ Contractor” which expression shall unless excluded by or repugnant to the subject or context be deemed to include its Successors, Executors, Administrator and Assignees) through its , as the **FIRST PARTY**, on one part AND **THE NORTH EASTERN REGIONAL INSTITUTE OF SCIENCE AND TECHNOLOGY, Nirjuli – 791109** (hereinafter called the “**INSTITUTE**” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its Successors, Executors, Administrator and Assignees) through its Registrar, as the **SECOND PARTY**, on the other part.

AND WHEREAS the contract has been awarded for a period of one year from **Day of Month of of the year to Day of the month of to the year** extendable for one or more or part of a year up to a period of three years or more based on performance.

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. That the Contractor shall provide required Manpower services viz., Nurse, Sanitation Supervisor, Horticulture Supervisor and labour, Mate, Wireman, Multi tasking staff, Caretaker/Housekeeping, Tractor Driver etc. at the North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh as mentioned in this tender document.
2. Staffs deployed by the Contractor shall be treated as the employee of the Contractor and shall not have any right to claim for employment or any other benefit from North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh in future.
3. Under no circumstances, Shall the Contractor or any of his/her representative demand or collect any form of security deposit(s) from the staff deployed at the Institute. Any complaint received in this matter will be thoroughly investigated and will entail termination of the contract.
4. The Contractor’s staff will be required to handle the keys of various offices/Classes/Labs etc. as per the allotment of their duties by the Contractor or the Institute authority.
5. The Contractor’s staff will be required to display mature behavior, especially towards students, employees of the Institute, female visitors and elderly persons. They shall also assist/guide registered visitors in reaching their desired department/locations as per established policy of the Institute.
6. No items are allowed to be taken out without proper Gate Passes to be issued by the competent officers as laid down in the contract or authorized by Nodal Officer for entry & exit movement of materials. The staff shall be required to maintain specimen signatures and telephone numbers of the above stated officers.

7. The staff shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as EPF, Bonus etc. as may be required by any of the Workmen's Compensation Act. The staff deployed by the Contractor should be properly trained, have requisite experience and have the skills for carrying out a wide variety of work.
8. The Contractor should ensure health and safety measures of all the staff, deputed for the works at his end. The contracting authority may also conduct health check-up of the staff deployed at regular intervals at the Contractor's cost, if required.
9. If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company/partnership shall not be altered without the approval of the Institute.
10. The Contractor shall engage only such staffs, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff. The Contractor shall submit copies of the police verification report and medical fitness etc as applicable, to the Nodal Officer before their engagement.
11. The Contractor at all times should indemnify contracting authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. The Contractor shall not employ any person below the age of 18 years and above the age of 60 years. Employment of child labour will lead to the termination of the contract. The Contracting Authority will not own any responsibility in this regard.
12. The staff deployed by the Contractor in the Institute shall not claim any benefit/compensation, absorption or regularization of their services in North Eastern Regional Institute of Science and Technology (NERIST), Nirjuli, Arunachal Pradesh either under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970, The Contractor shall obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be a necessary party. However, in any event, either the deployed persons or to the order of the Court, the Institute is made necessary parties in dispute to adjudicate the matter, the Contractor has to reimburse the expenditure that would have been borne by the Contracting Authority.
13. The staff deployed by the Contractor shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and/or for other purpose, it is desirable to remove the said person, the Nodal Officer of the Institute has every right to remove the said person, immediately and responsibility if any, to be borne will be borne by the Contractor.
14. The Contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, or any immoral act.

15. All liabilities arising out of accident or death of any of the staff while on duty shall be borne by the Contractor.
16. Adequate supervision will be provided to ensure correct & effective performance of the persons engaged in accordance with the prevailing assignment and instructions agreed upon between the two parties.
17. The Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the Institute's premises.
18. The Contractor shall have his own Establishment/ Setup/ Mechanism to provide training of staffs engaged to ensure correct and satisfactory performance of their duties and responsibilities under the contract.
19. The Institute shall have the right, within reason, to have any person removed, who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to change the staff with prior intimation to the Authority/Nodal Officer of the Institute.
20. The Contractor shall be responsible to protect all movable and immovable properties of the Institute entrusted to it.
21. The Institute will not provide any medical facility and residential accommodations to the staff engaged by the Contractor. Only in case of an emergency, the Contractor staff may be provided medical facilities available at NERIST Health Unit (NHU) on payment basis. Normal medical facilities will be arranged by Contractor.
22. The staff engaged by the Contractor should maintain utmost discipline. They have to be extremely courteous with pleasant mannerism. The Institute shall have right to have any person removed in case the staff is not performing the job satisfactorily. The Contractor shall have to arrange the suitable replacement in all such cases.
23. The duty hours will normally be 8 (eight) hours a day.
24. The staff engaged by the Contractor shall work under overall supervision & direction of the controlling Officer of the Institute.
25. The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Institute. The Institute Authority, shall have the absolute right to inspect the person employed/engaged by the Contractor in respect of their attendance, duty and turn out at any time.
26. Payment will be made within a period of 15 days after submission of the bill being duly verified and all necessary documents in triplicate in respect of the persons deployed and duly verified by the concerned in-charge of the Institute for actual shifts manned/operated by the staff supplied by the Contractor.
27. No other claim on whatever account shall be entertained by the Institute. The Contractor will ensure that staffs engaged by him must receive their entitled wages on time. In respect of this, the following procedure will be adopted:
 - a. The Contractor shall pay entitled wages for a particular month to its employees by 7th day of the following month. The Contractor must ensure that entitled wages of the staff are credited to their bank account. It shall not be linked to the payment/release of the bill from the Institute or delay for the checking & verification or for including additional documents or for amendments to the bill, at their end. The Contractor will not be given any relaxation in this matter.

- b. Payment to such staffs must be made by the Contractors through e-transfer only. To ensure this, the Contractor will get a bank account opened for every engaged staff immediately after their engagement and a copy of the list of the personnel engaged by the Contractor with the details of their bank account must be submitted to the Institute / Nodal Officer.
- c. In order to ensure that such staff get their entitled wages by 7th of the following month, the following schedule will be adhered to:
 - i) Monthly bill cycle will be from the 1st day to the last day of the previous month.
 - ii) Monthly bill as per above cycle, will be submitted by the Contractor in the first week of the following month.
- d. While submitting the bill for a month, the Contractor must submit a certificate certifying the following:
 - i) That Wages of staff for the last month were credited to their bank accounts on (date). (Bank Statement to be enclosed)
 - ii) That EPF contribution relating to staffs amounting to Rs. was deposited on (date) (Copy of the challan of the previous month to be enclosed).
 - iii) That EPF deposited relating to each staff shall be highlighted in the ECR sheet for the particular period.
 - iv) That all the statutory Labour Laws are complied with.
- e. For mid-term inclusion/replacement of staff, the Contractor shall ensure EPF registration of the employee within 20 days of joining and shall credit applicable arrears to the new employees' account. Documents supporting registration & transfer of applicable amount for every replacement shall be submitted within 30 days from the date of joining.
- f. The payment authority of the Institute reserves the right to ask for a certificate from Nodal Officer of the Institute certifying that the Contractor has provided satisfactory services in that particular facility for which the Contractor has submitted bill(s) for payment. If the Nodal Officer fails to issue such certificates in time, it would be presumed that services being provided by the Contractor are not satisfactory.

28. Any damage or loss caused by the Contractor's staff to the Institute in whatever form would be recovered from the Contractor.

29. Penalty:

- a. In case any of the Contractor's staff deployed under the contract is (are) absent, a penalty equal to double the wages of the staff absent on that particular day for each such staff shall be levied by the Institute authority and the same shall be deducted from the Contractor's bills.
- b. In case any complaint is received attributable to misconduct/misbehaviour/alcohol consumption during duty period of the Contractor's staff & is assessed as true by Institute's administration, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from the Contractor's bill and such Contractor's staff shall be liable to be removed from the Institute immediately.
- c. In case the Contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Institute Authority or the designated Nodal Officer of the Institute reserves the right to impose the penalty as detailed below: -

- d. A letter of warning to commence/execute the work as stipulated in the agreement or improve the performance or meet the statutory requirements of the contract etc. as applicable within a period of four weeks be issued to the Contractor.
- e. After four weeks' delay the Institute Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other Contractor(s) in open market. The difference if any will be recovered from the Contractor and his Performance Security Deposit may also be forfeited.
30. In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Performance Security Deposit of the Contractor shall stand forfeited.
31. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor's staff shall be directly borne by the Contractor including all expenses/fines. The concerned Contractor's staff shall attend the court as and when required.
32. During the course of contract, if any Contractor's staff is found to be indulging in any corrupt practices or causing any loss of property in the Institute, the Institute Authority shall be entitled to terminate the contract forthwith duty forfeiting the Contractor's Performance Security Deposit.
33. The Contractor shall not under any circumstances sub-contract or transfer whole or any part of the contract work to any other person or firm.
34. The Contractor shall indemnify and hold the Institute Authority/ designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Contractor.
35. The Tenderers shall get the staff screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each staff deployed. Institute Authority/Nodal Officer will be at liberty to get anybody re-examine in case of any doubt. Only physically fit staff shall be deployed for duty.
36. Staff engaged by the Contractor shall not take part in any staff union and association, activities.
37. The Institute shall not be under any obligation for providing employment to any of the staff of the Contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the staff of the Contractor.
38. If as result of post payment audit any overpayment is detected in respect of any work done by the Contractor, it shall be recovered by the Institute Authority from the Contractor and the Contractor shall have to comply with the decision of the Institute Authority.
39. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Institute Authority.
40. The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority,
41. The Contractor shall enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
42. The contract shall initially be valid for a period of One Year and can be extended further by one year each up to a total period of 3 years based on their performances on the same terms and conditions of the contract and at the same rates. The rates quoted by the Contractor shall remain unchanged during the period of contract.
43. Contracting authority however, reserves the right to terminate the contract by serving at least one months' notice, in writing if the Institute's administration is

not satisfied with the services of the Contractor. The Contractor may terminate the contract by serving at least three months' notice to the Contracting Authority in writing giving reasons thereof.

44. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Contracting Authority besides cancellation of the contract

45. Scope of work and services:

- A) Details of the Scope of Work are enclosed at **Annexure-C**.
B) Details of requirement of Manpower with qualification, experience, age etc. is given at **Annexure-D**

46. Variations:

The Institute's administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked on the basis of the Agreement to be signed.

47. Risk and Cost Clause:

- a. The Contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory. NERIST also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of the existing Contractor and excess expenditure incurred on account of this will be recovered from the Contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Nodal Officer of the Institute. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of any of the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the effects or assets of the Institute under its control.
- f. In the event of loss/damage of equipment etc. at the premises of the Institute due to negligence/carelessness of the Contractor's staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Institute. The Contractor or his representative(s) shall meet the designated respective Nodal Officer/Institute Authority or his/her representative(s) regularly to take feedback regarding the Security Services.
- g. The Contractor will also maintain a complaint/suggestion book, at the Institute, for comments on the services of the staf engaged by the contractor.
- h. Training on behaviour aspects and ethics must be done regularly. NERIST's expectations should be communicated to all the Contractor's staff.

48. FORCE MAJEURE:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exists The performance of any obligation

under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either part may at its option terminate the contract.

49. OBLIGATION OF THE CONTRACTOR:

The Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the NERIST Authority/ Contracting Authority designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof; which may arise. The Contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

55. Dispute Settlement:

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e. Registrar, NERIST, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b) The Director, NERIST will appoint a person to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties, The Contractor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person has to deal or had dealt with the matter to Which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, is unable or unwilling to act or vacates his office for any reasons whatsoever, the Director, shall nominate/appoint another person, as aforesaid, to act as the Sole Arbitrator.
- d) Such person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority, that is the Director of the Institute or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to the Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f) The work under the Contract shall, however, continue during the arbitration proceedings.
- g) The Sole Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

- h) The fees of the Sole Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or a statutory modification or re-enactment thereof and the rules made thereunder shall apply to the arbitration proceedings under this Clause.
- j) The Contract shall be governed by and constructed according to the laws in force in India. The Arbitration shall be held at NERIST and conducted in English language

56. That Contractor Shall comply with all statutory requirements existing or as promulgated from time to time viz. the Payment of Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shop & establishment Act, Contract Act etc. For any non-compliance, the Contractor shall solely be held responsible. Further the Contractor shall not involve the Institute in any way whatsoever and in case of any violation of any law, the first party shall be solely responsible and the Second party cannot be called or dragged into litigation in any manner whatsoever. In case due to violation of any law, including Labour Laws etc, any liability is fastened upon the Institute, the Contractor Hereby indemnifies the Institute completely. The Contractor shall supply a certified copy of their registration under the Provident Fund Act, Labour Rules and Income Tax Act etc. That the Contractor will submit a certificate confirming compliance of statutory obligations such as adherence to Minimum Wages Act as in force and all other statutory requirements as mentioned above along with the monthly bill for payment.

57. That the staff deployed by the Contractor in the Institute premises shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The Contractor shall also immediately remove any staff who are found not to be discharging his duties correctly or is of doubtful character and shall replace him with substitute staff either on its own or on the demand of the Institute. In case of removal of such staff, no claim shall be maintainable against the Institute.

58. That all the assets and articles provided by the Institute shall be property of the Institute and the Contractor staff shall be merely the custodian of such assets and articles. On termination of Security services or contract Agreement any time earlier at the instruction of the Institute, such property shall be handed over to the Institute forthwith.

59. That the persons employed by Contractor for the Institute will be employees of Contractor and the Institute will have nothing to do with their employment or non-employment. Under no circumstances any liability in respect of matters connected with their employment shall be developed on the Institute and any staff employed by the Contractor shall have no right whatsoever to claim employment from the Institute. The staff employed by the Contractor will not join any union associated with the Institute and shall have absolutely no claim for employment at the Institute or any other claim on service matters.

60. This agreement shall be valid for a period of one year from the first day of the month of of the year However, if either side intends to terminate the same, it can be terminated by either side without assigning any reason, after giving prior notice in writing at least of 30 (Thirty) days by the Institute and 90 days by the Contractor.

61. The tender documents for providing manpower services at NERIST, Nirjuli, A.P. containing tender notice with all tender documents and all details given in Section I & II and from Annexure A to H will form part of this contract agreement.

IN WITNESS WHEREOF THE PARTIES AFORESAID HAVE SIGNED THIS AGREEMENT:

FOR AND ON BEHALF OF
NERIST

Registrar, NERIST

FOR AND ON BEHALF OF
M/S.

.....

WITNESS:

1. Signature :

Name :

Designation :

2. Signature :

Name :

Designation :

WITNESS

1. Signature :

Name :

Designation :

2. Signature :

Name :

Designation :