# NATIONAL INSTITUTE OF TECHNOLOGY

# TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431 -250 3830



# TENDER DOCUMENT (TECHNICAL BID)

Name of work : Operation & Maintenance of drinking water

pumping & distribution system and treated waste

water distribution system at NIT campus,

Tiruchirappalli

Value of work : Rs. 26.85 Lakh

Tender Enquiry No. : NITT//EO/EMD/ 17(143)/2016 -17 Dated:11.08.2016

Period of Contract : Twelve Months

CONTRACTOR ACCEPTING OFFICER

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# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPALLI -620 015.

# **Estate Maintenance Department**

| 01.     | Name of work                                  | :          | Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli |
|---------|---|------------|--|
| 02.     | Estimated Cost                                | :          | Rs.26.85 Lakh  |
| 03.     | Earnest Money Deposit                         | :          | Rs. 53,700 /-  |
| 04.     | Completion Time                               | :          | Twelve Months (From the date of commencement of the work which will be reckoned from the date of handing over of site to the Contractor)           |
| 05.     | Cost of Tender Document                       | :          | Rs.150 /- (including taxes)  |
| 06      | Date & time of Pre Bid meeting                | :          | 1100 Hrs on18.08.2016 at Administrative Building   |
| 07.     | Last Date & Time for Receipt of Tenders       | :          | 15.00 Hrs. on 25.08.2016   |
| 08. (a) | Date & Time of Tender Opening (Technical bid) | <b>j</b> : | 15.30 Hrs. on 25.08.2016   |
| (b)     | Opening of Price bid                          | :          | Only qualified bids after evaluation with intimation   |
| 09.     | Maintenance Period                            | :          | NIL  |
| 10.     | Address for submission of Tender              | :          | The Director,<br>National Institute of Technology,<br>Tiruchirappalli - 620 015  |
| Tender  | document contains 42 page                     | es includ  | ling Price Bid   |
|         | of the Agency<br>ting the tender              | :          |  |
|         |   |            |  |
|         |   |            |  |
|         |   |            |  |

# Check list to evaluate the capability of the tenderer qualifying for price bid opening.

| Description / Requirement from the tenderer   | Tenderer's response should be clear, firm, complete & legible. If necessary, separate sheet shall be used.   |
|---|--|
| Name & Complete address of the tenderer with contact details:                                     |  |
| Details of Document cost (should be in the form of DD)  Demand draft No. Amount Rs. Bank details: | (Bids without document cost /EMD will be summarily rejected unless copy of NSIC with valid registration is attached)   |
| Details of EMD (should be in the form of DD) Demand draft No. Amount Rs. Bank details:            |  |
| NSIC Registration No: Company Name & Address: Validity: Product for which registered:             |  |
| Status of the tenderer: Proprietorship / Partnership / Private Limited. / Public Limited          |  |
| Details of electrical license obtained and issuing authority                                      |  |
| Details of Contract Registration with Govt. depts. Class and value                                |  |
| Details of PAN  |  |
| Employees provident fund Registration:  |  |
| Employees State Insurance Registration:   |  |
| Service Tax Registration:   |  |
| Sales Tax Registration:   |  |
| Copy of Income Tax Return for the last 3 years ending 03/2016                                     |  |
| Details of similar works executed with Govt. depts. during last 3 years                           | Use separate sheet to furnish complete details   |
|   | Name & Complete address of the tenderer with contact details:  Details of Document cost (should be in the form of DD)  Demand draft No. Amount Rs. Bank details:  Details of EMD (should be in the form of DD)  Demand draft No. Amount Rs. Bank details:  NSIC Registration No: Company Name & Address: Validity: Product for which registered: Status of the tenderer: Proprietorship / Partnership / Private Limited. / Public Limited  Details of electrical license obtained and issuing authority  Details of Contract Registration with Govt. depts. Class and value  Details of PAN  Employees Provident fund Registration:  Employees State Insurance Registration:  Service Tax Registration:  Copy of Income Tax Return for the last 3 years ending 03/2016  Details of similar works executed with |

Note: Attested copy of relevant certificates for items 2©-8 are to be enclosed.

I/We hereby certify that the information furnished above and the attached documents as proof of the information are true and correct to the best of our knowledge.

I/We understand that these details are required to decide our eligibility to participate in the tender process and opening of our price bid thereon.

I/We also authorize the Director / NITT or his representative to approach the source of the certificate to verify our competence, if required, for processing the tender.



# NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI

## **NOTICE INVITING TENDER**

Tender Enquiry No. NITT//EO/EMD/ 17(143)/2016 -17 Dated: 11.08.2016

National Institute of Technology, Tiruchirappalli invites sealed tenders, in **two cover system** (Technical Bid and Financial bid) up to 3.00 p.m. on 25.08.2016 for the following work:

| Name of work   | EMD          | Period        |
|--|--------------|---------------|
| Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution | Rs.53,700 /- | Twelve Months |
| system at NIT campus, Tiruchirappalli  |              |               |

Initial Contract period is for three months on trial, extendable to nine more months based on the satisfactory performance and review.

#### 1. Eligibility criteria :-

i) Contractors who fulfil the following criteria are eligible to submit tender.

Experience of having successfully completed similar supporting services civil related works during the last 7 (seven) years ending 31-03-2016 that should be either of the following:

a. Three similar works (at least one of them should be for Central / State Government/Central/State Autonomous Bodies / Public Sector Undertaking) each costing not less than Rs. 11.00 Lakhs.

OR

b. Two similar works (at least one of them should be for Central/State Government / Central/State Autonomous Bodies / Public Sector Undertaking) each costing not less than Rs. 16.00 Lakhs.

OR

c. One similar work (Central/State Government / Central/State Autonomous Bodies / Public Sector Undertaking) costing not less than Rs. 22.00 Lakhs.

"Similar works" under this clause means deployment of experienced personnel under Fitter & Electrician trade with helpers to carry out water supply pumping & distribution system management and related complaints like breakdown of lines / restoration of supply to educational buildings, institutional buildings, commercial buildings, public buildings, hostels and factories. Necessary documentary proof like completion certificates in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificates.

"Cost of work" for this clause shall mean final cost as mentioned in the final bill carried out under single contract.

- ii) Should have an average annual financial turnover of Rs. 8.00 lakhs during the last three years ending 31.03.2016.
- iii) Should not have incurred loss in more than two years during the last five years ending 31.03.2016

- iv) Should have a solvency of Rs. 11.00 lakhs from any Nationalised / scheduled Bank
- v) Separate Registration code No. for ESI, EPF and PAN on contractor's name / firm
- vi) Contractor has to submit live Agency/Company Registration certificate.
- vii) Contractor has to submit Labour licence (renewal / current).
- 2. The tenders should be accompanied by two crossed Demand Drafts, both drawn in favour of The Director, NIT, Tiruchirappalli and payable at Trichy.
  - a. One Draft for Rs. 150/- (Rupees One hundred and fifty only) towards the cost of tender schedule which is non-refundable.
  - b. Another Draft for Rs. 53,700/- (Rupees Fifty Three Thousand Seven Hundred only) towards Earnest Money Deposit which is refundable to the unsuccessful bidders. In respect of successful bidder, the same will be adjusted against the security deposit.
- 3. Tender documents received without Cost of Document and EMD shall be summarily rejected.
- 4. Completed Qualification Documents and Tenders received in time will be opened at 03:30 p.m on 25.08.2016 at A12 Hall, NIT, and Tiruchirappalli in the presence of Tenderers or their authorized representatives by a committee duly constituted for this purpose. In the event of this day being declared as a holiday, the tenders will be opened at the scheduled time and place on next working day.

#### 5. Submission of Tender

The Tender should be submitted in three envelopes as detailed below:-

Cover 1 – Superscripted as TECHNICAL BID WITH DD towards EMD & DOCUMENT COST Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli

This shall contain the following:-

- Two drafts, one for EMD and another for cost of tender document as stated in SI. No. 2 above.
- b) This shall contain various filled in formats detailing experience on similar work; completion certificates etc as indicated Letter of Transmittal and forms A- E financial status etc. as detailed in the enclosed documents.

Cover 2 - Superscripted as FINANCIAL BID For Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli

This shall contain the Bill of Quantity with trade wise rate for all, Service charges quoted by the bidder in percentage & related absolute value, Labour rate working sheet on minimum wages as on 01.04.16 including statutory payments & other charges matching the monthly rate indicated in the BOQ etc.,

#### Master cover:

All the above two covers (TECHNICAL BID & FINANCIAL BID) shall be placed in the Master cover superscripting: Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli

- 6. Other details and the method of evaluating the capacity of the prospective contractors are detailed in the enclosed documents.
- 7. The Director, NIT, Tiruchirappalli reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 8. After award of the contract, if performance of the selected contractor is not found to be satisfactory during the trial period of three months, NITT reserves the right to terminate the contract at any time by giving due notice and forfeiting the security deposit to compensate the extra cost to be incurred by NITT in carrying out the service through alternate agency. If the performance is satisfactory, the contract will be extended for nine more months.
- 9. The Director, NIT, Tiruchirappalli-15 also reserves the right to disqualify such bidders in the future tenders whose performance was not satisfactory against the earlier contracts entered into NIT, Tiruchirappalli-15.
- 10. In the event of the disputes, differences, claims and questions arising between the parties hereto arising out of this agreement or anyway relating here to or any term, condition or provisions herein mentioned or the validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to **Sole Arbitrator** appointed by the NITT. Such arbitration shall be held in accordance with the provisions of arbitration and conciliation act 1996 or re-enactment thereof for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of court at Tiruchirappalli.



# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPALLI -620 015. Estate Maintenance Department

#### **INSTRUCTION TO TENDERERS**

- Time is the essence of the contract. This being a maintenance service contract, the contractor should engage only competent skilled / semi-skilled / unskilled personnel of required trade to attend to the daily requirements efficiently and in time to the satisfaction of the department.
- Even though the main nature of work is operation & maintenance of the running system viz. effective pumping & distribution of drinking water to the entire campus and distribution of treated effluent to the needy areas meeting zero discharge and statutory obligations, the scope also includes restoring line bursts in the system on war footing basis, by engaging additional workforce, if required.
- 3) The tenderers are advised to visit NITT and get themselves acquainted with the site conditions before submitting the offer.
- 4) Tender is for deployment of labour under various trade indicated that includes adequate tools required for carrying out the day to day activity towards operation & maintenance of the system including restoring broken down lines.
- 5) Quoted service charge shall remain valid for a period of 90 days from the date of tender opening for the release of work order and will be firm throughout the contract period of Twelve **months** or till completion of work, once awarded.
- The service charge offered shall provide for the complete cost towards tools, tackles, uniform & ID for labours, levies, service tax, any other duties & taxes, transport, supervision, establishment, revenue expenses, overheads, profits & all other incidentals etc., complete. The service charges shall also include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. NITT will not entertain any claim whatever in this respect. The applicable Service Tax can be reimbursed by NITT along with the running / final bill on production of documentary evidence by the agency for having paid the service tax to the authorities concerned.
- 7) The service charges quoted shall be deemed to be inclusive of all such contingencies
- 8) The work shall be carried out as per the scope indicated elsewhere in the tender document, standard code of practice and as per the instructions of Engineer-in-charge. The brief description of items of work is given in the bill of quantities. Tenderer has to quote single Service charges in percentage & related absolute value taking into account the labour rate working sheet on minimum wages as on 01.04.16 including statutory payments & other charges provided in the Financial Bid.
- 9) The contractor has to furnish the security deposit, as per the Clause indicated elsewhere in this document, if the work is awarded. Further the contractor has to furnish 50 % of security deposit before signing of agreement and commencement of work. {Refer Clause 34 (III)}
- Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no repeat or unacceptable work is done and if so, this may attract non-payment of equivalent wages at the discretion of NITT.

- 11) The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
- 12) The contractor shall strictly adhere to various labour laws in force.
- To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors / Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
- 14) The tenderer has to deploy adequate labour of required categories such as Unskilled, Semiskilled & Skilled, Plumber, Fitter, Electrician & Chemist Technically experienced, etc. so as to execute the works simultaneously in all areas of work.
- 15) The contractor shall follow norms of NITT security system for movement of men & tools within the complex.
- All safety measures are to be followed during execution of work. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure if any etc. Damages caused if any shall be rectified at contractor's risk and cost.
- 17) The contractor should extend fullest co-operation with the third party agencies engaged, if any by NITT, to adhere the Quality Control Procedures ensuring quality.
- 18) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 19) Tenderers are requested to furnish the duly filled in E format attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from NITT, Trichy.
- 20) No advance / mobilization advance will be given.
- 21) LD / Penalty clause is applicable as per CPWD Works Manual in force.
- 22) NITT reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
- 23) The tenderer has to ensure payment of Minimum Wages as per Central rules and Minimum Wages as applicable under law from time to time.
- Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid
- The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid / abide by BOCW Act / Coverage in Group Insurance Scheme / All Risk Policy.
- 26) Tenders received after the due date and time of opening, will not be accepted.
- The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work is as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
- 28) Since this being an operation & maintenance contract by way of deploying required manpower, does not carry any maintenance period.

- 29) Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted
- 30) Incomplete offers will become liable for rejection.
- Tender addressed to **THE DIRECTOR**, **NIT**, Tiruchirappalli-620 015 will be received up to 15.00 Hrs **at the office of the Registrar** as per the schedule of tender notice and will be opened at 15.30 Hrs in the presence of those who may choose to attend the tender opening.
- Tender submitted by post should be sent superscripting "Register Post with Acknowledgement Due". These should be posted with due allowance for any postal delay. Tender received after due date and time of opening tenders, will be rejected and NIT, Trichy will not be responsible for any postal delay.

#### 33) Earnest Money Deposit:

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Shall also be furnished in the form of Pay Order or Demand Draft in favour of The Director, NIT Tiruchirappalli. EMD in any other form will not be accepted. The rate of earnest money deposit shall be as under:

Works costing upto Rs. 1 lakh Works costing more than Rs.1 lakh tender 1% 2% of the estimated cost put to

EMD by the Tenderer will be forfeited if,

- a) After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- b) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- c) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- d) EMD shall not carry any interest.

#### 34) Security Deposit

 Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs 10%

Above Rs. 10 lakhs upto Rs.50 lakhs Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.

Above Rs. 50 lakhs

Rs.4 lakhs + 5% of the amount exceeding Rs. 50

lakhs.

The security Deposit should be collected before start of the work from the contractor.

- II. Only pay order or Demand Draft in favour of The Director, NIT, and Tiruchirappalli is accepted towards Security Deposit.
- III. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
- IV. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- V. The security deposit shall not carry any interest.

Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 34 above within Seven days of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

- 35. National Institute of Technology will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- 36. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, NITT reserves the right to reject such tender at any stage.
- 37. The expenses for completing and stamping the agreement shall be paid by the contractor.
- 38. Tenderers shall not increase their quoted percentage towards service charges in case NITT, negotiates for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- 39. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
- 40. All entries in the tender documents should be in one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly attested by the tenderer concerned.
- 41. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to, before submitting their tender.
- 42. Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- 43. Tenders not submitted on the prescribed form are liable to be rejected.
- 44. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- 45. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer' in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
- 46. Agency registered with NSIC is exempted from payment of tender document cost & Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid,. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.

#### 47. Compensation for Delay:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the NITT on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the NITT on the contract value of the work for every week that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered and the compensation for delay is by way of recovery at 1 percent of contract value per week of delay provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NITT.

#### 48. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director of NITT and if Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Estate Officer / Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of NITT and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

49. Force Maieure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by NITT subject to prompt notification by the tenderer to NITT of the particulars of the events and supply to the NITT if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and NITT through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the tenderer the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to NITT. If no such details are mentioned in the offer then it will be construed that the subject tenderer is not under any such hold. But at a later date if it comes to the notice of NITT about any such hold under enforcement on the subject tenderer, NITT will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject tenderer in that tender. Such tenderers will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

# SECTION-I GENERAL CONDITIONS OF CONTRACT

- 1. The work has to be carried out in NIT campus, Tiruchirappalli.
- 2. The scope of work inter alia includes the following wherever needed.

Providing services for drinking water pumping & distribution and treated waste water distribution system for the entire campus by deploying specified number of semi-skilled plumber / fitter, Electrician and Chemist in attending to the jobs assigned to them on day to day basis. The scope also includes restoring line bursts in the system on war footing basis, by engaging additional workforce, if required.

Required tools and tackles including bicycle for movement of workers for day to day works will have to be arranged by the contractor. Non-performance by the worker either for want of tool or for any other reasons on any day or inadequate outturn in completing the assigned task by the worker will attract appropriate cut in the payment at the discretion of NITT.

#### 3. Scope:

General features of the work are as under:

- a. Operation of pumps round the clock at sumps & wherever exist in NIT Campus.
- b. Log book available at work spots should be maintained by recording the time of switching on / off of motors, sumps, OHT's water level, pump pressure, pipe line pressure, and ammeter and voltmeter readings etc., all at every one hour.
- c. Operation of sluice valves during the process of switching on/off of pump sets.
- d. Checking and correcting of gland rope in pumps / valves.
- e. Attending and rectifying the faults in electrical equipment such as motors, switches, panel boards, lighting circuits including replacement of bulbs, fluorescent tubes, low tension fuses like HRC and rewritable fuses in switch fuses/panel boards/distribution boards etc.
- f. Cleaning of electrical equipment like motors, starters, and panel boards transformers, generator rooms, pump houses etc.
- g. Chlorinating the drinking water by mixing appropriate dosage of sodium Hypochlorite solution as and when required by Engineer-in-charge. Addition of chemicals at the aeration chamber to improve the quality of treated waste water as directed by Engineer-in-charge
- h. Operating the bore wells and Open well pumps as directed by Engineer-in-charge.
- i. Identifying the overflow / leaking OHT's and attending to them
- j. Attending to the line burst / breakdown of lines in the system on emergency basis and restoring supply in time by engaging additional workforce, if required.
- k. Documenting periodical test report of drinking water and waste water samples, so collected.
- I. Periodical disinfection and also to monitor the quality of drinking water from RO, UV Plants.
- m. To coordinate with the operator in STPs to maintain odour free effluent by dosing appropriate chemical recommended by CPWD /NITT. All test results shall be documented and kept ready for inspection on any day.
- n. Daily statement on quantum of water received from TWAD is to be reported to water supply in charge. In adequate / Nil supply has to be reported immediately.
- 4. The contractor is solely responsible for payment of compensation if any in case of any injury sustained to the contract labour while carrying out the day to day works and NITT will have no liability in this regard.
- 5. Any damage or loss caused to Institute's property due to negligence of the contract worker shall be recovered from the contractor's bulls.
- 6. The contractor should ensure strict discipline in the campus. In case the contractor or his labours are involved in any theft or undisciplined activity, the cost of the material and suitable penalty as decided by NITT shall be recovered from the contractor's bill and the contract is also liable for termination.

- 7. NITT will carry out the services through alternate source in case of failure to provide adequate service in attending to the day to day activities by this agency. The excess cost so incurred including the administrative charges will be recovered from the contractor's bills.
- 8. The tenderer should furnish the complete details called for. Inadequate and incomplete details which are not as per the document are liable to be rejected. At the same time unwanted and unconnected details need not be furnished.
- 9. The bidders are cautioned that furnishing of incomplete / ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.
- 10. Should a bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender for clarification well before the due date so as to submit the tender in time. No extension of time shall be given for submission of the tender on any account.
- 11. Conditional tender, late tenders, tenders containing prima-facie absurd rates, tenders which are in complete or otherwise considered defective, tenders not in accordance with the tender conditions therein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
- 12. The Contractor will be responsible and liable for the implementation of all the statutory provisions as regards to the personnel to be deployed by him in respect of minimum wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws. The Contractor shall maintain all the statutory registers under the law. The Contractor shall produce the same on demand to Institute's authority or any other authority under law. As and when applicable the Contractor will obtain a license under the Contract Labour (R&A) Act. 1970. In case, the previous month's challan pertaining to ESI and EPF having been deposited do not accompany the bill as a documentary proof, the Institute has the right to hold up a requisite portion/ or whole of bill amount till such proof is produced and furnished, at the discretion of the Institute. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose. The Contractor is also required to have a registration under the Company's Act, 1956 or under Indian Partnership Act, 1932 and should have a 'Memorandum and Article of Association' of the company or Partnership Deed, a certified copy of which will be submitted along with the tender. In case the Contractor fails to comply with any statutory obligation under any Labour Laws, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 13. The works contract to be entered into with the successful tenderer will be governed by the standard code of practice, CPWD works Manual 2012 or the latest in force.
- 14. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith
- 15. In all matters of dispute, the decision of the Director, National Institute of Technology, Tiruchirappalli -620 015 shall be final and binding on the tenderer / contractor.
- 16. Engineer in charge / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work and workmanship
- 17. The contractor should submit weekly progress report for the work completed by the workmen engaged under this contract along with acceptance by the respective user / department confirming the work done.
- 18. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.

19. All personal protective equipment conform with standard specification and Contractor including their agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization

# ERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR NITT

- 1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 2. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - a) The Contract Labour (Regulation & Abolition) Act 1970
  - b) The Minimum Wages Act 1948 and related Central Rules.
  - c) The Payment of Wages Act 1936 and related Central Rules.
  - d) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
  - e) The Employees State Insurance Act 1948.
  - f) The Workmen Compensation Act 1923.
  - g) The Industrial Disputes Act 1947.
  - h) The payment of bonus act 1965

and any other law or modifications to the above or to the Rules made thereunder from time to time.

- 3. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the NITT Management before taking up the work.
- 4. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by NITT authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all necessary assistance for the same.

#### **WAGES**

- 5. The Contractor shall pay wages to the workmen employed by him at the rate which shall not be less than the minimum wages applicable under Law from time to time.
- 6. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- 7. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 7<sup>th</sup> day of the following month.
- 8. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
- 9. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 10. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.

#### **REGISTERS & RECORDS: -**

11. The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

#### POST TECHNICAL AUDIT OF WORK AND BILLS:-

12. NITT reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding subparagraphs. Such recovery shall be enforced any time even after passing the final bill.

#### SUBMISSION OF BILLS BY CONTRACTOR: -

- 13. The Contractor at the end of each month shall submit a bill in triplicate, if required, detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the EO / EMD separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:
- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

#### **PAYMENT OF BILLS:-**

14. All payments to be made to the Contractor, under this contract shall be by NEFT or RTGS within a reasonable time, after the certification of bills by the execution department.

#### **RECOVERY FROM CONTRACTOR:-**

15. Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with NITT or from his Security Deposit or he shall pay the claim on demand.

## **CANCELLATION OF CONTRACT FOR CORRUPT ACTS:-**

16. NITT, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to NITT cancel the contract in any of the following cases and the Contractor shall be liable to make payment to NITT for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default,

#### If the Contractor shall:-

a) Offer or give or agree to give to any person in NITT service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for NITT service.

OR

b) Enter in to a contract with NITT in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to NITT.

c) Obtain a contract with NITT as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to NITT.

# CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:-

17. NITT, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NITT shall cancel the contract in any of the following cases:

#### If the Contractor,

(a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

(b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- (c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the NITT.
- (d) Whenever NITT exercise the authority to cancel the contract under this conditions, NITT may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Engineer in charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the NITT and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by Estate Maintenance Dept. or the same shall be recovered from the Contractor by other means.
- (e) In case the NITT carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the NITT with an addition of such percentage to cover superintendence and establishment charges as may be decided by Estate Maintenance Dept., whose decision shall be final and conclusive.

# CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

- 18. If the Contractor:
- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from Engineer in charge or his authorised representative
- (b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder

(c) NITT may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to NITT, CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever NITT exercise the authority to cancel the contract as whole or part under this condition NITT may complete the work at the contractor's risk and cost (as certified by Engineer in charge, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the NITT. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Estate Maintenance Dept. or the same shall be recovered from the Contractor by other means. In case the NITT carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the NITT with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Engineer in charge, whose decision shall be final and conclusive.

#### TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR. :-

19. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, NITT shall have the option of terminating the contract without compensation to the Contractor.

#### **SPECIAL POWER TO TERMINATION:-**

20. If at any time after the award of contract, NITT shall for any reason whatsoever not require whole or any part of the work to be carried out the Engineer in charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

#### LABOUR:-

21. The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, thereunder from time to time.

#### PRECAUTIONS AGAINST RISK:-

22. The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

#### 23. Rate for additional item / substituted item:

This will be as per the rate analysis based on the market rate for material and labour prevailing at the time of execution at place of work as ascertained by Engineer in charge raised to the overall tender percentage at which the work was awarded to cover overheads / establishment/ profit.

#### 24. Corrigendum / Amendment:

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of a particular tender that will be posted only at NITT web site.

#### **SECTION - II**

#### INFORMATION AND INSTRUCTION ON TECHNICAL BID

#### 1. General

1.1 The "TECHNICAL BID" (application to qualify) shall contain data and information to enable the institute to draw up a list of qualified agencies who can take part in the tender process and whose "Financial Bids" (Tenders) can be processed further.

The following documents should be enclosed:

- i. Letter of transmittal in the enclosed format.
- ii. Solvency certificate from a nationalized bank.
- iii. Financial information in Form A (format enclosed).
- iv. Performance report in Form B of works (format enclosed).
- v. Details regarding the structure of the organization in **Form- C** (format enclosed).
- vi. Details of personnel establishment in Form D (format enclosed).
- vii. Details of equipment in Form E (format enclosed).
- All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'Nil' or 'no such case'. If any particular / query is not applicable in case of the applicant, it should be stated as 'Not applicable'. However, the applicants are cautioned that furnishing of incomplete / ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application. Application made by fax and those received late after the prescribed date and time will not be entertained.
- 1.3 The applicant should sign in each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.
- 1.6 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to attach superfluous / additional information beyond the requirement of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by the EO / EMD / NITT
- 1.7 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

#### 2. Definitions

In these documents the following words and expressions have their meaning here by assigned to them

- a) Employer means The Director, NIT, and Tiruchirappalli.
- b) Applicant means individual, proprietary firm, and firm in partnership, limited company (private, public and corporation).

#### 3. Method of Application

- 3.1 If an individual makes the application, it shall be signed by him above his full type written name and current address.
- 3.2 If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
- 3.3 If the application is made by a firm in partnership, it shall be signed by (with seal) all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
- 3.4 If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum and Articles of Association duly attested by a Notary Public.

#### 4 Final Decision Making Authority

The Director, NIT Tiruchirappalli reserves the right to accept or reject all or any of the applications and to annul the qualification process / tender process at any time without assigning any reason or incurring any liability to the applicants.

#### 5. Particulars – Provisional

The Particulars of work given in Section – I are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

#### 6. Site Visit

The applicant is advised to visit NITT campus where the works are to be carried out at his own cost and examine the surroundings and collect all information that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the **Estate Office.** 

- The applicant should own required tools & tackles for proper and timely execution of the work. Else, he should certify that he would be able to manage the tools & tackles by hiring etc.
- 7.1 The applicant should have sufficient number of employees for proper execution of contract. The applicant should submit a list of his employees with their age (Not more than 58 years) and trade stating clearly how they would be involved in this work.
- 7.2 The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained and delivered in sealed covers.

#### (b) Evaluation By Scoring

7.b.1 The applicants, who qualify the eligibility criteria mentioned under clause 1 of Notice Inviting Tender, shall be further evaluated for the following criteria by scoring method based on the details submitted by them.

7.b.2 Inspection committees will carry out surprise visit to tenderers clients' places and their reports, form valuable inputs for the short-listing process.

The final selection of the contractor will be based on the lowest percentage towards service charges quoted among the qualified bidder taking into account the combination of all the trade and the respective rate indicated therein leading to the ultimate value for 12 months. The tender will be considered as a whole and hence overall lowest value will be the lowest tenderer. Quoting single percentage as service charges for all the items is mandatory and partial offer will be treated incomplete tender and rejected.

7.3.3 The applicants who fulfil the eligibility criteria as stated earlier shall only be evaluated further for the following criteria:-

| (a) Financial strength (F                       | Maximum 30 Marks |                  |
|---|------------------|------------------|
| (b) Experience in similar During last five year | Maximum 30 Marks |                  |
| (c) Performance on wo                           | orks (Form - C)  | Maximum 20 Marks |
| (d) Personnel and Esta<br>(Form - D)            | blishment        | Maximum 10 Marks |
| (e) Tools & Tackles                             | (Form -E)        | Maximum 10 Marks |
| Total   |                  | 100 Marks        |

Note: To qualify, the applicant must secure at least 70% (Seventy percent) marks in aggregate. For qualification norms, refer pages 34 & 35 of tender document. <u>The Director, NITT reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it.</u>

- 7.3.4 Even though an applicant may satisfy the above requirements, he would be liable for disqualification if he has:
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
  - (b) Record of poor performance such as, abandoning work, not properly completing the contract, not meeting the statutory requirement, or financial failures / weaknesses, terminated in the middle of the contract period etc.

#### 8.0 Financial Information

The applicant should furnish the annual financial statement for the last 5 years in Form – A.

#### 9.0 Experience in Similar Works

9.1 The applicant should furnish the list of *all* works of similar nature successfully completed during last 5 years and are now in progress in Form – B. Such Particulars duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work

#### 10.0 Organizational Information

Applicant is to submit the following information in respect of his organization in form C

- (a) Name and postal address including telephone, fax number, E-mail ID, etc.
- (b) Copies of original documents defining the legal status, place of registration and principal places of business.

- (c) Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- (d) Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
- (e) Authorization for employer to seek detailed reference from clients to whom works were carried out.
- (f) Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work Form D

#### 11.0 Tools & Tackles

Applicant should furnish the list of equipment likely to be used / deployed for carrying out the work (in Form E). Details of any other equipment not mentioned in Form E, but available with the applicant and likely to be used in this work may also be indicated.

#### 12.0 Tender Submission and Decision

After the details submitted by the applicant regarding his financial capacity, previous experience etc. are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned will be intimated. The financial bids (Tender) of the applicants who have not been qualified after evaluation, shall be returned unopened. Qualified tenders shall be opened by the committee constituted for this purpose on the date and time to be intimated, in the presence of the tenderers or their authorized representatives who may choose to present.

# SECTION – III ADDITIONAL CONDITIONS

- 1) Every tenderer is expected to inspect NITT campus for which the service is to be rendered before quoting service charges. The requirement of experienced labour under respective trade and required tools & tackles for the nature of work in general should be assessed and no claim for extra payment at a later date on that account shall be entertained. Without written permission of EO, EMD, NITT, no part of the contract shall be sublet, shall transfer the power of attorney, authorizing others to receive the payment on contractors behalf.
- 2) If further information is required, the Estate Office will furnish such information, but it must be clearly understood that tender must be received in order and according to instruction.
- 3) The contractor should employ workers who have experience in water supply maintenance work including managing pumping and distribution system.
- Child Labour is strictly prohibited and if there is any violation, the contract will be terminated.
- 5) Permits for workers to the campus / building shall be obtained by the contractor from the concerned authorities. Only photo passes shall be issued and no group passes shall be issued.
- 6) Necessary monthly bills should be submitted by the contractor on or before tenth of subsequent month by fulfilling all formalities attaching copy of statutory remittances.
- 7) All expenses related to the functioning of the employees engaged by the contractor shall be in the scope of the contractor. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and meeting other statutory and non-statutory benefits/obligations.
- 8) The contractor should take all measures for environmental protection, such as control of chemical pollution, proper disposal of waste etc., and ensure that there are no adverse effect on the ecology, particularly on flora and fauna of the campus.
- 9) The contractor should maintain an attendance register and the same should be certified by the nominated officials from NIT and hand over a copy to The EO, EMD, and NITT on the next working day and it should be followed throughout the year.
- 10) The contractor should pay the labour wages on or before 7<sup>th</sup> of the successive month and delay / failure will attract a fine of minimum Rs.1000/- per day delayed.
- 11) The contractor shall collect completion certificate for the work done from the respective Department which is to be handed over to EMD latest the next day of completion
- 12) The contractor shall submit a copy of the EPF/ESI/bonus/ insurance documents along with each running account bill. Monthly bill will not be processed unless the above are submitted. Necessary records shall be kept in compliance of the same for verification by the enforcing agencies.
- 13) The contractor must ensure that no labours shall work without uniforms and other safety accessories like mask, shoes and gloves etc.,
- 14) Minimum wages as per the Central Government norms shall have to be disposed.
- 15) Rate per each trade worker is indicated in Rupees. The contractor is required to quote a single average percentage towards service charges and equivalent absolute value against item 7 and fill up the total contract value that will decide the lowest competitor. In case of any difference in the quoted value viz. in figures and words, the lower of the two will be taken as the service charges.

- 16) The quoted service charge should be inclusive of all taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time except Service Tax. NITT will not entertain any claim whatsoever in this regards. However NITT will reimburse only service tax paid by the agency on submission of documentary evidence for having paid so with respect to this work.
- 17) If after opening the tender, the tenderer revoke his tender to increase his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instruction of EO, ESTATE MAINTENANCE DEPT. the earnest money deposited by him, will be forfeited and acceptance of his tender withdrawn.
- 18) Number of workers under each trade shown in the Bill of Quantity under Financial bid are approximate and are liable for variation without entitling the contractor any compensation but for the prevailing wages, related statutory remittances& quoted service charges provided the total value of the contract does not vary by more than 30% (thirty percent).
- 19) The contractor is required to quote service charges as a common single percentage and MINUS or AT PAR percentage will be summarily rejected. Filled in total contract value for 12 months in the financial bid of the tender will remain valid for a period of three months from the date of opening Financial Bid. Once the contract is awarded after acceptance of tender, the service charges as accepted by NITT shall be valid for billing till the contract period is completed and final bill is paid. However the contractor is eligible for any increase in minimum wages by the Govt. and related statutory remittances like ESI, PF& Bonus during the currency of the contract along with the accepted service charges.

#### Nature / Scope of Work/ Frequency of Operation:

- a) The scope of work is well defined in the bill of quantities under financial bid where the agency is required to quote only a single service charge in percentage considering rates indicated for various items.
- b) The scope of work also includes deployment of additional manpower on any day with 24 hours prior notice apart from the regular strength to take care of Institute's requirement for any specific activity like restoration of either water supply or treated waste water line burst& related works. The contractor will be paid towards these additional manpower as per wages and related statutory payments indicated in the tender or prevailing then plus the service charges quoted by the bidder and accepted by NITT.
- c) The scope shall cover any other service / work that might arise depending upon contingency
- d) The contractor should produce the P.F. return for all workers, every six months.
- e) The contractor should produce ESI, EPF remittance challan for the previous month and Workers monthly pay (acutance) roll to process the current month bill.

#### **Working Conditions:**

- 1. The contract is required to be carried out on all days including Sundays & declared holidays that is already included this tender.
- 2. The labourers put in work must be provided with the proper uniform & identity card to distinguish them from other staff.
- 3. No payment will be made for a non-working day. Proportionate recovery will be made if any identified work is not completed in time or work is not carried out on any day due to any other reason beyond the control of NITT.
- 4. The payment will be made after deducting Income Tax, Labour Welfare Cess etc.

#### Normal Working Hours (all days):

Since this being an operation & maintenance of a system requiring to manage running system, workforce will be deployed in all three shifts in all days and for extended hours if required by NITT for specific purpose. Normal shift working hours is nine hours with one hour total break for breakfast / lunch / dinner, coffee & Tea.

#### Service Tools:

a) All tools & tackles required for the work related to Fitter & Electrician for water supply maintenance nature including pumping and distribution are under contractor's scope.

## **Statutory Requirement:**

a) The contractor should get labour license for the work from licensing authority of the Government by paying necessary fees.

#### General:

- a) Work men should be vigilant while on work.
- b) Smoking in the institute premise is strictly prohibited.
- c) Workers must be free from influence of alcohol.
- d) Workers must be physically and mentally fit for work.
- e) Workers should avoid causing damage to the Institute property
- f) The NIT, Tiruchirappalli Administration will not accept any responsibility if the work man is injured.
- g) The movement of workers should be restricted to their area of work and should not wander into other areas.

#### **Special Conditions:**

- 1) The contractor should execute an agreement in the non judicial stamp, incorporating the various terms and conditions.
- 2) If the contractor performance is not satisfactory, the contract will be terminated by giving due notice.
- 3) The contractor shall recoup NITT the cost of the damage incurred by the contractor on account of any breach of the terms and conditions of the agreement.
- 4) Attendance registers and the salary registers for the labours engaged and other registers required as per acts and rules and the same may be verified by the Committee Members and Institute Administration, NIT Tiruchirappalli or other enforcing agencies during their inspection.
- 5) NITT will not be liable for any medical attention, injury / loss of life of the person engaged by the contractor.
- 6) The contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. The contractor shall employ only such personnel who are medically fit and above the age of 18.
- 7) In case of any lapse in services, quality standards or any standing instruction, the contractor shall be penalized accordingly.
- 8) The service charges quoted should be exclusive of service tax but inclusive of any other taxes & duties levied or to be levied by Government authorities and such levies should be borne by the contractor.
- 9) The contract may be terminated due to violations or poor performance or noncompliance of statutory payments in time, with due notice.

- 10) The contract period will be initially for 3 months and subject to continuous satisfactory performance will be extended for another 9 months. Further extension of contract shall be on mutual agreement basis.
- 11) The contractor shall at his own expense reinstate and make good to the satisfaction of NITT and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of NITT employees.

Cancellation of contract in part or full for contractor's default:

If the contractor

- 12) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from NITT or his authorized representative.
- 13) Fails to comply with any of the terms and conditions of the contract or after reasonable notice in writing with orders properly issued hereunder
- 14) NITT may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter NITT to cancel the contract as whole in part thereof or only such work order or items of work in default from the contract. NITT exercise the authority to cancel the contract as whole or part under this condition, NITT may complete the work at the contractor's risk and cost which is final and conclusive. (If the alternate agency is economical, the advantage shall accrue to NITT and if higher, the excess will be recovered from the default contractor). `
- 15) In case of failure on the part of the contractor to complete any contractual obligations, NITT reserves the right to get the same done at the contractor's risk and cost by another agency / departmentally apart from imposing penalty.
- 16) In case NITT be held liable for any loss, damage or compensation to third party arising by the housekeeping contractor, such loss, damage or compensation shall be paid by the contractor to NITT together with the cost incurred by NITT on any legal proceedings pertaining thereto.
- 17) NITT reserves the right to disqualify such bidders who had a record of not meeting the contractual / statutory obligations against earlier contract entered into with NITT.
- 18) The proof of remittance of statutory deductions like EPF, ESI as appropriate, to the respective agency, for those employed at NITT must be provided by the contractor to NITT every month along with the running bill, failing which the claim bill shall not be settled. These remittances / payments must be made in a separate challan specifically for the contract personnel deployed to NITT in the name of NITT.
- 19) The technical bids will be subjected to evaluation by a committee calling for a technical presentation by the vendors which will include verifying financial turn over registration certificates, legal, financial, statutory, taxation and other associated compliance of contractual conditions. The committee may evaluate / verify the performance of the agency at any pf their existing contracts which may include obtaining references for visiting clients and the quality of services rendered by agencies. Further the committee may disqualify the bidder based on oral / written references or insufficient quality of service provided during existing or previous contracts.
- 20) The contractor shall at all times indemnify and keep indemnified the principle employer, the head of the office and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to) property loss and damage, personal accident, injury or death of /or property or person of any sub contract and or the servant or agents of the contractor any sub-contractor and or the owner and the contractor shall at his own cost and imitative at all times maintain all liabilities under workman's compensation Act / Fatal Accident Act, personal injuries, Employees state Insurance Act, PF Act and or their industrial legislation from time to time in force.

- 21) The service charges as quoted by the agency in percentage shall remain firm for the entire contract duration. However the contract value of the job contract will vary depending on the following:
- a) Deployment of any additional manpower on the prevailing wages including statutory remittances as per the requirement of NITT
- b) The periodic Wage/VDA increase, as and when notified by the Central Government will be applicable in the contract and accordingly the monthly bill of the contractor will get processed for payment;
- c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law.

The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge should be **inclusive of all taxes (excluding service tax which will be reimbursed by NITT on production of documentary evidances).** 

Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid Format. The contract would be awarded to the bidder quoting the minimum service charges in the Price bid format. In the event of more than one bidder having quoted identical lowest percentage and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised percentage. This process would continue till the distinct L1 rate is arrived.

The deficient services if any pointed out by NITT against any of the workforce of the contractor and if the same is not rectified by the contractor within the specified time given by NITT authority, then contractor will be levied a penalty of Rs. 250/- per case /activity /service and same shall be deducted by the Company from the monthly bill payable to the contractor.

The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Institute. The Institute shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Institute for any liability incurred by the Institute, if any, including costs incurred thereon. In that event the nominated officer of the Institute shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit and if the sum so payable and the Security Deposit is less than Institute's claim, it shall be lawful for the Institute to recover the balance amount as a debt from the Contractor.

The Contractor shall indemnify and compensate the Institute, if the Institute as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.

- **LEAVE / HOLIDAYS:** For every workforce deployed in NITT premises, the contractor will give one day's weekly off for every six continuous working days
- **BONUS:** The contractor shall ensure payment of Bonus including incentives which will be 1/12th of monthly consolidated wages including VDA to their workforce during the validity of contract period.
- **WAGES:** All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in the tender which shall be made through direct credit in the bank accounts of its workforce. The wages will have to be credited in the account by the 7th of each English month. Any delay on this account shall be subjected to penalty or termination of contract. Opening of Bank A/c of their workforce or making payment of wages in their existing Bank A/c is the responsibility of the contractor.

# QUALIFICATION INFORMATION LETTER OF TRANSMITTAL

| To      | NIT,           | Director<br>chirappalli 620 015.  |
|---------|----------------|---|
| Sir,    |                |   |
| Sub:    |                | ration & Maintenance of drinking water pumping & distribution system and treated waste er distribution system at NIT campus, Tiruchirappalli  |
|         | ove w          | ving examined the details given in notice inviting qualification application and tender for vork, I / we hereby submit the qualification application documents (Technical Bid) and Financial Bid) for the work duly filled.   |
|         | 1.             | I / we hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.   |
|         | 2.             | I / we have furnished all information and details necessary for deciding our eligibility and to get qualified for taking part in the tendering process for the work. We have no further information to supply.  |
|         | 3.             | I / we submit the requisite latest solvency certificate in original and authorize the Director, NIT Tiruchirappalli or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize NIT Tiruchirappalli or its representative to approach individuals, firms and corporations to verify our competence and general reputation. |
| are not |                | / we are aware that the tender document (Financial bid) will not be opened if I am / we ified to take part in the tendering process.  |
| Seal of | f the <i>F</i> | Applicant   |

CONTRACTOR ACCEPTING OFFICER

Date of submission

Signature(s) of the applicant(s)

## Form - A

#### **FINANCIAL INFORMATION**

# I. Financial Analysis

Details are to be furnished supported by figures in Balance sheet / Profit and loss account for the last five years duly certified by the chartered accountant, as submitted by the applicant to the Income – Tax Department (Copies to be attached).

| SI. No. | No. Details                           |      | Year Ending 31 <sup>st</sup> March of |      |      |      |
|---------|---------------------------------------|------|---------------------------------------|------|------|------|
|         |                                       | 2011 | 2012                                  | 2013 | 2014 | 2015 |
| 1.      | Gross annual turnover in water supply |      |                                       |      |      |      |
| 2.      | Profit (+) / Loss (-)                 |      |                                       |      |      |      |

- II. Financial arrangement for carrying out the proposed work.
- III. Income Tax PAN Details.
- IV. Solvency certificate from any Nationalised Bank

Signature(s) of Applicant (s) with seal

Signature of Charted Accountant with seal

# Form – B

Performance Report form for works completed and are in progress during last 5 years (Attach copies of work order / agreement – Multiple copies may be generated as per requirement)

| 1.   | Name of the work /<br>Project & Location   | : |   |
|------|--|---|---|
| 2.   | Scope of work :  |   |   |
| 3.   | Agreement No. :  |   |   |
| 4.   | Tendered Cost :  |   |   |
| 5.   | Value of work done   | : |   |
| 6.   | Date of commencement :   |   |   |
| 7.   | Date of Completion   | : |   |
| 8.   | Performance report based o<br>quality of work, time<br>Management and resourcefu |   | Very Good / Good / Satisfactory/Bad/ Very Bad           |
| Date | :  |   | Executive Engineer<br>Project Manager,<br>or Equivalent |

#### Form - C

#### **Structure and Organization**

| 1  | Nome one | l addraga | of the applicant |   |
|----|----------|-----------|------------------|---|
| Ι. | mame and | address   | or the applicant | _ |

- 2. Telephone No. / Fax No. / E-Mail address
- Legal Status (attach copies of original Document defining the legal status)
  - a) An Individual
  - b) A Proprietary Firm
  - c) A Firm in Partnership
  - d) A limited Company or corporation
- 4. Particulars of registration with various Government bodies (Attach attested photocopy):
  - a) Registration Number
  - b) Organization / Place of registration
- 5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
- 6. Was the applicant ever required to suspend housekeeping for a period of more than one month continuously after the work was commenced? If so, give the name of the project and give reasons thereof.
- 7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
- 8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.
- 9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
- 10. If any other information considered necessary related to housekeeping works but not included above.

Signature(s) of Applicant (s) with seal

# Form D

# DETAILS OF TRADEWISE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

| SI.<br>No. | Designation | Total<br>number | Names | Qualification /<br>Professional Experience | Length of<br>continuous<br>service with the<br>employer |
|------------|-------------|-----------------|-------|--|---|
|            |             |                 |       |  |   |

Note: Additional information about technical personnel, if any, be submitted on separate sheet

Signature(s) of Applicant (s) with seal

# FORM - E

# **Tools & Tackles Details**

List of tools & tackles owned and planned for deployment

| SI. No. | Equipment | Numbers |
|---------|-----------|---------|
|         |           |         |
|         |           |         |
|         |           |         |
|         |           |         |
|         |           |         |
|         |           |         |
|         |           |         |
|         |           |         |

Signature(s) of Applicant (s) with seal

#### NORMS FOR QUALIFICATION

Name of work Operation & Maintenance of drinking water pumping & distribution system and treated Waste Water distribution system at NIT campus, Tiruchirappalli

Tender value of Rs. 26.85 Lakh

# **ELIGIBILITY:-**

- 1. Separate Registration Code No. for EPF, ESI and PAN on contractor's name / firm.
- 2. Average annual turnover of similar work in the last three financial years should be at least Rs 8 lakh.
- 3. During last seven years should have successfully completed either
  - I. Three similar works each not less than Rs. 11 lakh

or

II. Two similar works each not less than Rs. 16 lakh

or

- III. One similar work not less than Rs. 22 lakh
- 4. Solvency for at least Rs11 lakh from any Nationalised / scheduled Bank
- 5. Should not have incurred any loss in more than two years during the last five years ending 31.03.2015

|     | THRUST AREA   | SCORE      | QUALIFICATION NORMS  |
|-----|---|------------|--|
|     |   |            |  |
| ı   | FINANCIAL STATUS  | 30 (Max)   |  |
|     |   |            |  |
|     | i) Nature of Company  | 5          | B 10 11 12 1   |
|     |   | 5          | Public Limited   |
|     |   | 3          | Private Limited/Partnership Firm   |
|     |   | 2          | Sole Proprietor  |
|     | ii) Average annual turnover for similar   | 15         |  |
|     | works in the last three years   | 15         | More than Rs.16 Lakh   |
|     |   | 9          | Rs.8 Lakh  |
|     |   |            | (Pro-rata for in between cases)  |
|     |   |            |  |
|     | iii) Solvency   | 10         |  |
|     |   | 10         | More than Rs. 22 Lakh  |
|     |   | 6          | Rs.11 Lakh.  |
| II  | Similar Experience (water cumply convice  | 30 (Max)   | (Pro-rata for in between cases)  |
| "   | Similar Experience (water supply service works)                                     | SU (IVIAX) |  |
|     | i) Value of <b>water supply service</b> works executed in the last three years      | 30         | More than Rs.44 Lakh.  |
|     |   | 18         | Rs.22 Lakh   |
|     |   |            | (Pro-rata for in between cases)  |
| III | Performance on previous works   | 20 (Max)   |  |
|     | i) Number water supply service works successfully completed in the last three years | 10         | Successful completion of three major works in time. (each costing at least Rs.11 lakh) |
|     |   | 8          | Successful completion of two major works in time (each costing at least Rs.11 lakh)    |
|     |   | 6          | Successful completion of one major work in time (each costing at least Rs.11 lakh)     |

|    | ii) Highest value of single work completed        | 10       |   |
|----|---|----------|---|
|    |   | 10       | Rs. 22 Lakh & more  |
|    |   | 6        | Rs. 11 Lakh.  |
|    |   |          | (Pro-rata for in between cases)   |
|    |   |          |   |
| IV | i) Staff availability                             | 10 (Max) |   |
|    |   | 10       | Fitter, Electrician & chemist with more than 10 years' experience supported by sufficient helpers   |
|    |   | 8        | Fitter, Electrician & chemist with more than 5 years' experience supported by sufficient helpers  |
|    |   | 6        | Fitter & Electrician with more than 5 years' experience supported by sufficient helpers   |
| V  | i) Tools & Tackles owned / planned for deployment | 10 (Max) |   |
|    |   | 10       | Individually issued –   |
|    |   |          | Fitter tools like Dye set, Ringe, spanner / screw driver set & water suppl line restoration related tools Electrician tools like tester, spanner / screw driver set and electrical fault attending device |
|    |   | 8        | Fitter tools like Dye set, Ringe, spanner / screw driver set Electrician tools like tester, spanner / screw driver set and electrical fault attending device  |
|    |   | 6        | Fitter tools like Ringe, spanner / screw driver set Electrician tools like tester, spanner / screw driver set   |

NOTE: Minimum score required for qualification is 70 out of 100.

# NATIONAL INSTITUTE OF TECHNOLOGY

# TIRUCHIRAPPALLI – 15



Web: www.nitt.edu

Phone: 0431 -250

# PRICE BID

3830

Name of work : Operation & Maintenance of drinking water pumping &

distribution system and treated waste water distribution

system at NIT campus Tiruchirappalli

Value of work : Rs.26.85 Lakh

Tender Enquiry No. : NITT//EO/EMD/17 (143) /2016-17 Datedt:11.08.2016

Period of Contract : Twelve Months

## **GENERAL CONDITIONS OF CONTRACT**

- 1. The work has to be carried out in NIT campus, Tiruchirappalli.
- 2. The scope of work inter alia includes the following wherever needed.

Providing services for drinking water pumping & distribution and treated waste water distribution system for the entire campus by deploying specified number of semi-skilled plumber / fitter, Electrician and Chemist in attending to the jobs assigned to them on day to day basis. The scope also includes restoring line bursts in the system on war footing basis, by engaging additional workforce, if required.

Required tools and tackles including bicycle for movement of workers for day to day works will have to be arranged by the contractor. Non-performance by the worker either for want of tool or for any other reasons on any day or inadequate outturn in completing the assigned task by the worker will attract appropriate cut in the payment at the discretion of NITT.

#### 3. Scope:

General features of the work are as under:

- a. Operation of pumps round the clock at sumps & wherever exist in NIT Campus.
- b. Log book available at work spots should be maintained by recording the time of switching on / off of motors, sumps, OHT's water level, pump pressure, pipe line pressure, and ammeter and voltmeter readings etc., all at every one hour.
- c. Operation of sluice valves during the process of switching on/off of pump sets.
- d. Checking and correcting of gland rope in pumps / valves.
- e. Attending and rectifying the faults in electrical equipment such as motors, switches, panel boards, lighting circuits including replacement of bulbs, fluorescent tubes, low tension fuses like HRC and rewritable fuses in switch fuses/panel boards/distribution boards etc.
- f. Cleaning of electrical equipment like motors, starters, and panel boards transformers, generator rooms, pump houses etc.
- g. Chlorinating the drinking water by mixing appropriate dosage of sodium Hypochlorite solution as and when required by Engineer-in-charge. Addition of chemicals at the aeration chamber to improve the quality of treated waste water as directed by Engineer-in-charge
- h. Operating the bore wells and Open well pumps as directed by Engineer-in-charge.
- i. Identifying the overflow / leaking OHT's and attending to them
- j. Attending to the line burst / breakdown of lines in the system on emergency basis and restoring supply in time by engaging additional workforce, if required.
- k. Documenting periodical test report of drinking water and waste water samples, so collected.
- I. Periodical disinfection and also to monitor the quality of drinking water from RO, UV Plants.
- m. To coordinate with the operator in STPs to maintain odour free effluent by dosing appropriate chemical recommended by CPWD /NITT. All test results shall be documented and kept ready for inspection on any day.
- n. Daily statement on quantum of water received from TWAD is to be reported to water supply in charge. In adequate / Nil supply has to be reported immediately.
- 4. The contractor is solely responsible for payment of compensation if any in case of any injury sustained to the contract labour while carrying out the day to day works and NITT will have no liability in this regard.
- 5. Any damage or loss caused to company's property due to negligence of the contract worker shall be recovered from the contractor's bulls.
- 6. The contractor should ensure strict discipline in the campus. In case the contractor or his labours are involved in any theft or undisciplined activity, the cost of the material and suitable penalty as decided by NITT shall be recovered from the contractor's bill and the contract is also liable for termination.
- 7. NITT will carry out the services through alternate source in case of failure to provide adequate service in attending to the day to day activities by this agency. The excess cost so incurred including the administrative charges will be recovered from the contractor's bills.

- 8. The tenderer should furnish the complete details called for. Inadequate and incomplete details which are not as per the document are liable to be rejected. At the same time unwanted and unconnected details need not be furnished.
- 9. The bidders are cautioned that furnishing of incomplete / ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.
- 10. Should a bidder find discrepancies or omissions in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender for clarification well before the due date so as to submit the tender in time. No extension of time shall be given for submission of the tender on any account.
- 11. Conditional tender, late tenders, tenders containing prima-facie absurd rates, tenders which are in complete or otherwise considered defective, tenders not in accordance with the tender conditions therein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
- 12. The Contractor will be responsible and liable for the implementation of all the statutory provisions as regards to the personnel to be deployed by him in respect of minimum wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws. The Contractor shall maintain all the statutory registers under the law. The Contractor shall produce the same on demand to Institute's authority or any other authority under law. As and when applicable the Contractor will obtain a license under the Contract Labour (R&A) Act. 1970. In case, the previous month's challan pertaining to ESI and EPF having been deposited do not accompany the bill as a documentary proof, the Institute has the right to hold up a requisite portion/ or whole of bill amount till such proof is produced and furnished, at the discretion of the Institute. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose. The Contractor is also required to have a registration under the Company's Act, 1956 or under Indian Partnership Act, 1932 and should have a 'Memorandum and Article of Association' of the company or Partnership Deed, a certified copy of which will be submitted along with the tender. In case the Contractor fails to comply with any statutory obligation under any Labour Laws, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 13. The works contract to be entered into with the successful tenderer will be governed by the standard code of practice, CPWD works Manual 2012 or the latest in force.
- 14. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith
- 15. In all matters of dispute, the decision of the Director, National Institute of Technology, Tiruchirappalli -620 015 shall be final and binding on the tenderer / contractor.
- 16. Engineer in charge / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work and workmanship
- 17. The contractor should submit weekly progress report for the work completed by the workmen engaged under this contract along with acceptance by the respective user / department confirming the work done.
- 18. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 19. All personal protective equipment conform with standard specification and Contractor including their agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization

#### SCHEDULE 'A'

## **LIST OF WORKS AND PRICES**

NAME OF WORK: Operation & Maintenance of drinking water pumping & distribution system and treated waste Water distribution system at NIT campus, Tiruchirappalli

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the BILL OF QUANTITIES

| Sl.No. | Description of work / supplied  | Total amount of work (in figures and words) Rs. Ps.                      | Period of contract |
|--------|---|--|--------------------|
| 1.     | Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus Tiruchirappalli | 26.85 Lakh<br>(Rupees Twenty six<br>Lakh & eighty five<br>thousand only) | TWELVE MONTHS      |

## **BILL OF QUANTITIES**

| Sl. No. | Appx. Qty. | Description of | TNBP | Rate (Both in Unit | Amount |     |
|---------|------------|----------------|------|--------------------|--------|-----|
|         |            | work           | No.  | fig & Words        | _      | _   |
|         |            |                |      |                    | Rs.    | Ps. |

AS PER SEPARATE SHEETS ATTACHED CONTAINING 2 PAGES

SERIAL No. 40 - 41

#### **BILL OF QUANTITIES**

Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli – for 12 months

| SI. | Category of worker to be deployed   Number   Rate per Month   Amount for   |                     |  |         |                   |
|-----|--|---------------------|--|---------|-------------------|
| No  | Category of worker to be deployed  | under<br>each trade | per labour as<br>per prevailing<br>minimum wages |         | one Month<br>(Rs) |
| (1) | (2)  | (3)                 | (Rs)<br>(4)                                      |         | (5)               |
| 01  | Skilled Electrician holding 'B' Certificate with minimum 2 year experience and capable of managing operation of pump house and related electrical facilities/ equipment like panel board, motor, pump etc. as in clause 3 of section I of Technical Bid.               | 4                   | 13380  |         | 53520             |
| 02  | Skilled graduate Chemist capable of managing drinking water supply pumping & distribution system with periodical quality checks on both physical & biological parameters and treated waste water distribution system etc as in clause 3 of section I of Technical Bid. | 1                   | 13380  |         | 13380             |
| 03  | Semiskilled Fitter capable of managing operation & maintenance of pumping system including restoring waterline burst and related works as in clause 3 of section I of Technical Bid.   | 7                   | 11407  |         | 79852             |
| 04  | Unskilled helpers to support above semiskilled / skilled workers in carrying out any nature of work as above & clause 3 of section I of Technical Bid.   | 7                   | 10092  |         | 700647            |
|     | Wages per Month  |                     |  |         | 217398            |
| 05  | Total labour cost for 12 Months  |                     |  | 2608781 |                   |
| 06  | Hire & running charges of JCB Backhoe line for digging trenches, restoring broken water line, clearing of wild growth/bushes inclusive of Fuel, operator & other incidental charges.   | 100 Hrs             | Per<br>Hour                                      | 750.00  | 75000             |
|     | Total Estimated value for 12 Months without contractor's Service charges (A)   |                     |  | 2683781 |                   |
| 07  | Contractor's Service Charges at% (B) (To be quoted in not more than two decimal place) of the above total  |                     |  |         |                   |
| 08  | Total contract value for 12 Months including contractor's Service charges (A+B)  |                     |  |         |                   |
| /D  | 3 - 3  |                     |  | , ,     |                   |

(Rupees only)

NOTE: The break up details for the monthly rate as above are indicated in the prescribed format attached with this financial bid (page 41) meeting the statutory payments like Central Govt. minimum wages, ESI, PF, Bonus etc. The service charges to be quoted by the bidder against item 7shall be firm throughout the contract period and extended period also. Revision of minimum wages & statutory payments if any during the currency of the contract, will be accommodated along with the quoted service charges while billing to the contractor. Service charges will meet out establishment / uniform / ID tools & tackles / cycle for movement and any incidental charges and as such MINUS and ATPAR percentage towards service charges will be summarily rejected.

Deployment of lesser labour than specified above will attract a recovery of prevailing wages + statutory remittances + quoted service charges apportioned to the absentee wages for each USW / SSW /SW on pro rata basis.

Deployment of additional manpower as required by NITT will be paid on per day rate by dividing respective monthly wages under column(4) by 26 or wages & statutory payments prevailing at the time of engagement of manpower plus the service charges quoted by the bidder.

All the materials, spares, consumables, etc. will be supplied by NITT at Stores at free of charges and Contractor should maintain necessary records for verification.

All tools and plants shall be at contractors' scope.

Contractor has to do the work round the clock i.e. 24 Hours a day (In Three Shift operation) including Sunday and all other public holidays.

If no work done on any day or in any shift or any reasons recovery will be effected on pro rate basis derived from the quoted rate plus punitive charges of 12.50 % A shift means a duty of 8 hours .The Chemist has to coordinate the daily operation of distributing water, treated waste water and periodical testing at the environmental lab.

Minimum wage as fixed by Govt. of India including statutory payments like ESI, PF, Bonus etc are to be paid to the workmen.

The contractor shall comply all safety rules and regulations of NITT and shall ensure their working group always wear uniform & carry identity card in English approved by NITT.

The scope specified is not exhaustive but only indicative. The contractor is also required to carry out activities not specifically mentioned here but required for the better up keeping of sumps and water sources like bore well, open well extra.

Break up details for the monthly minimum wages for various category including statutory payments indicated in the Bill of Quantities

Working Sheet to arrive at the labour cost "Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus Tiruchirappalli" with reference to the prevailing minimum wages as on 01.04.16

| SI.No | Description ( As per Central Govt. Minimum Wages Act - As on 01.04.16)                    | USW   | SSW   | SW    |
|-------|---|-------|-------|-------|
|       |   | (Rs)  | (Rs)  | (Rs)  |
|       | Monthly wage  |       |       |       |
| 1     | Basic wage for B grade City (Trichy)  | 3900  | 4420  | 5200  |
| 2     | Variable Dearness Allowance   | 4082  | 4602  | 5382  |
| 3     | Bonus @ 8.33%   | 665   | 752   | 881   |
| 4     | EPF @ 13.36%  | 1066  | 1205  | 1414  |
| 5     | ESI @ 4.75%   | 379   | 429   | 503   |
|       | Category wise total monthly wages without service charges ( rounded off to nearest rupee) | 10092 | 11407 | 13380 |

| Tender Enquiry No. NITT//EO/EMD/ 17(143)/2016 -17 Dated: 11.08.2016  |
|--|
| Contract Agreement No  |
| TENDER   |
| То   |
| The Director, National Institute of Technology TIRUCHIRAPPALLI –620 015.   |
| I / We hereby offer to carry out the work of "Operation & Maintenance of drinking water pumping & distribution system and treated waste water distribution system at NIT campus, Tiruchirappalli"  |
| I / We hereby carefully perused the following documents connected with the above noted work and agree to abide by the same.  |
| <ol> <li>Specifications (General &amp; Particular)</li> <li>Schedule 'A',</li> <li>Bill of Quantities</li> <li>CPWD works Manual in force.</li> </ol>  |
| I / We forward herewith the sum of Rs  |
| I / We further agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities thereto and to carry out such deviations as may be ordered, vide conditions of the NITT upto a maximum of 30% of the tendered amount of Rs |
| I / We further agree to refer all disputes, as required to the sole arbitration of an Officer, to be appointed by the Director, NITT., in his sole discretion whose decision shall be final and binding.   |
|  |
| WITNESS Signature of the Contractor  |
| Date:  |
|  |
|  |

CONTRACTOR 42 ACCEPTING OFFICER

1.

2.