

# राष्ट्रीय प्रौद्योगिकी संस्थान, मिजोरम

# NATIONAL INSTITUTE OF TECHNOLOGY, MIZORAM

(An Institute of National Importance under Ministry of HRD, Govt. of India)  $CHALTLANG,\,AIZAWL,\,MIZORAM-796012$ 

Phone/Fax: 0389-2391699 / 0389-2391236 / 0389-2391774

Email: nit\_mizoram@nitmz.ac.in
Dated: 16th June 2015

Tender No.: NIT-MZ/T-3/2015/5550

**TECHNO-COMMERCIAL BID** 

TENDER DOCUMENT FOR SANITATION SERVICE FOR NIT, MIZORAM

Last Date and Time of Submission 16th July 2015 till 3:00 PM

Date and Time of Opening 17th July 2015 at 11:00 AM

#### **INVITATION TO TENDER (Non-Transferable)**

| To<br>M/s          |               |         |  |
|--------------------|---------------|---------|--|
| •                  | wing details. | ,       | rchased the tender document for ₹<br>completed tender will be accepted |
| Name of the Bank:_ |               | Branch: |  |
| DD No:             | Date:         | Amount: |  |
|                    |               |         |  |

Sub: Tender for 'Sanitation Service'

Ref: Tender NIT-MZ/T-3/2015/5550; Dated: 16th June 2015

Sir,

- 1) Sealed Tenders in the prescribed form are invited from the person(s)/firms experienced in 'SANITATION SERVICE' for the National Institute of Technology, Mizoram in two bid system i.e.
  - (i) Qualification bid
  - (ii) Price bid
- 2) One copy of the Tender Form and the terms and conditions under which the tenderer is to operate are enclosed. The Tender must be submitted in the prescribed format (Original Copy) issued by NIT, Mizoram together with its enclosures as asked for, in a single cover duly subscribed as "TENDER FOR SANITAION SERVICE" to the Director, National Institute of Technology, Mizoram, Chaltlang (Dawrkawn) Aizawl, Mizoram along with a crossed demand draft / pay order of ₹. 5,000/- (Rs. Five thousand only) from a Nationalized Bank payable in favour of Director, National Institute of Technology, Mizoram as Earnest Money Deposit (EMD). The demand draft submitted shall be returned to the unsuccessful tenderer(s) within 30 days of the award of the Contract.
- 3) The Tenderer(s) may, by prior appointment, see for himself/themselves on any working day, the office and areas of the Institute to get himself/themselves familiarized with the nature and scope of the work to be performed by him/them. The Tenderers shall contact Office Supritendant/Dy. Registrar, NIT, Mizoram for this purpose during official hours (Phone. No. 0389-2391774/0389-2391669/09862786550).
  - By submitting the quotation the Tenderer(s) shall be deemed to have fully familiarized himself/themselves with all requisite conditions under which he is/they are to perform all his/their obligations under the contract. Techno-Commercial Tenders complete in all respects should be dropped in the Tender Box No. 1. kept in the Office of the Dy. Registrar, National Institute of Technology, Mizoram not later than 3:00 pm on 16<sup>th</sup> July 2015. Tender received after the above mentioned date and time shall not be considered. All the tenders received within the stipulated time and date shall be opened on 17<sup>th</sup> July 2015 at 11:00 AM in presence of such Tenderers who wish to be present. However, in the event of any unforeseen circumstances, the tenders may be opened in a later date and the same would be notified in the website.
- 4) Tenders which are not submitted in the prescribed form and/or without requisite documents and incomplete in any manner shall not be considered. Tenderer(s) should submit the tender duly signed on each page with the rubber-seal of the company / firm indicating the status of the signatory. Tender(s) with additional or counter clauses/items and irrelevant conditions, if incorporated, will be liable for

rejection and Institute will not be bound to give any explanation for such rejections.

5) The following documents, must be furnished and attached along with the tender -

#### General

- (a) Status of the Firm/Company
- (b) Copy of Shop and Establishment License for current year
- **(c)** Copy of affidavit from the court regarding proof of proprietor (in case of Proprietorship firm).
- **(d)** Copy of Income Tax Return for last two financial years i.e. 2012-13 & 2013-14.
- **(e)** Credentials of work experience (i.e. similar work with minimum 10 workers at one site).
- **(f)** Registration number with PF organization and other statutory authorities for last two years.
- **(g)** Any other document as may be necessary in connection with the job tendered for, including certificate of experience and list of clients (with address) where presently services are provided.
- **(h)** Copies of Service tax registration, if applicable
- (i) Copy of PAN Card
- (j) Crossed demand Draft/Pay Order for ₹. 5,000/- in favour of Director, NIT, Mizoram towards EMI.
- **(k)** Details of PF amount and Service Tax payment in previous year.

#### RATES

The rates as per detailed scope of work should be quoted in the format enclosed as Annexure-Ill

- **(a)** Tenders submitted incomplete in any form and/or without EMD will be summarily rejected.
- **(b)** The Price bid of the Contractor who qualifies in qualification bid will only be opened.
- 6) Director NIT, Mizoram reserve the right to accept or reject any or all the offers or apportion the work amongst the different tenderers in any manner as they may choose without assigning any reason whatsoever and their decision shall be final and binding on all concerned.

(Sd/-) Mrs. LALTHIANGHLIMI ZOTE Deputy Registrar (F&A) NIT Mizoram

#### **CONDITIONS**

### 1.0 **GENERAL**

- 1.1 In case the contractor fails to execute the contract satisfactorily, NIT, Mizoram reserves the right to terminate the contract as deemed fit after giving 30 days notice for taking corrective actions. In such a situation, NIT, Mizoram may engage another agency on the contractor's risk and cost.
- 1.2 This contract is non transferable. It cannot be assigned by the contractor to any other agency without written consent of NIT, Mizoram.
- 1.3 The engagement of personnel by the contractor will be the sole responsibility and liability of the contractor and they will be the employees of the contractor. No employee of the contractor either during the validity of the contract or its expiry or termination can claim employment in NIT, Mizoram.
- 1.4 Personnel engaged by the contractor shall not engage themselves in any undesirable / unlawful activities within/outside the premises of NIT, Mizoram.
  - 1.5 Any dispute with regard to the meaning, effect or interpretation of any clause of this contract/agreement or any matter connected therewith or arising out of this agreement shall be referred to the sole Arbitrator i.e. Director, NIT, Mizoram who would act as the sole Arbitrator and proceedings of such arbitration shall be conducted in accordance with the provision of the Indian arbitration Act, 1940 or any statutory modification thereof. The venue of Arbitration shall be Aizawl. In case the litigation, if any and the cause of action shall be deemed to have been arisen in Aizawl District only and the District Court of Aizawl (Mizoram) shall have the jurisdiction for any such litigation.
- 1.6 This contract will be valid initially for a period of two year and NIT, Mizoram reserves the right to renew the contract on the same terms and conditions for a period of one year or more with mutual consent. Notwithstanding any provisions of any foregoing clauses, NIT, Mizoram shall have right to terminate the contract by giving one month's notice or compensation in lieu of the notice without assigning any reasons thereof.
- 1.7 NIT, Mizoram reserves the right to award the total Sanitation Service contract to one single contractor or different contractors, depending upon the circumstances and as per the merits of each case and without assigning any reasons thereof.
- 1.8 The upkeep and sanitation maintenance work shall be for 6 days in 5 buildings (Administrative Block, Academic Block-I, Academic Block-II, Academic Block-III, Academic Block-IV) for 7 days at 5 buildings (Boys Hostel-I, Boys Hostel-II, Girls Hostel-I). Working hours shall be from 8 am to 4 pm.
- 1.9 Every upkeep and sanitary maintenance work shall be carried out as per the scope/specifications indicated in the tender document to the entire satisfaction of the Sanitary Incharge or his superior officers / Director.
- 1.10 Persons deployed by the Contractor should have proper uniform supplied at the Contractor's cost and should keep proper identity cards with them as issued by the Contractor. Similarly it will be responsibility of the Contractor to supply consumables as indicated in Annexure-III as per requirement of each service at the Contractor's cost. The contractor will be solely held responsible for any accidents occurring due to non-compliance of appropriate safety measures.

- 1.11 The Contractor will be responsible for taking due care of the personnel deployed by him/them in case of any medical/mental illness.
- 1.12 Any change in the persons deployed by Contractor should be duly notified to the Faculty In-charge (Sanitation), NIT, Mizoram including first time deployment and the person can be deployed in work only with the approval of the Sanitation Incharge / Registrar or designated superior officers.
- 1.13 The validity period for the rates quoted shall be 2 year in normal circumstances, from the date of opening of the tender. However, this may be altered by giving proper notice only if the rates revised under minimum Wages Act.
- 1.14 Income-Tax and surcharges as applicable on the gross value of the work shall be deducted at source as per Income-Tax laws unless the Contractor is exempted by Income-Tax authorities.
- 1.15 The Contractor will have to follow all the rules and regulations pertaining to payment of Minimum Wages Act as notified by the Regional Labour Commissioner (Central) from time to time. He shall also be responsible for observance of labour regulations in respect of Labour Welfare.
- 1.16 Tenders are to be submitted in a sealed cover along with EMD amount, super scribed "Tender for Sanitation Service" and shall be addressed to the Director, NIT, Mizoram at the address given above. The tenders received without such superscription may not be opened and may be returned to the tenderers.
- 1.17 Price quoted should include all taxes payable by the Contractor. No tax will be reimbursed by the NIT, Mizoram separately.
- 1.18 In case of any discrepancy while executing the contract, the decision given by the Director, NIT Mizoram shall be final and binding on the Contractor.
- 1.19 The agency must have at least 3 years experience in running Sanitary Maintenance Services.

### 2.0 FINANCE

- 2.1 Bidders must quote the rate on monthly basis for each building separately taking into consideration the requirements of the building, wages of persons including those against leave reserve and weekly off, consumables etc.
- 2.2 (a) Rates to be quoted in lump-sum basis, which will include compliance with the provisions of relevant labour laws like minimum wages, P.F. & ESI Act, Workmen's Compensation Contract Labour Regulation & Abolition Act. and any other related laws etc. and the service charges (inclusive of all statutory (benefits) to be paid to the Contractor. NIT, Mizoram will not entertain any extra claim on any account whatsoever. All activities on account of labour legislation and other statutory benefits related to labour should be taken into consideration before quoting the firm rate. Besides the above, Service Tax, if applicable will be paid extra separately, against the submission of documentary proof of payment i.e. service tax challans etc.
  - (b) Owing to the breach of any provisions of the Acts and Rules on part of the successful Bidder / Contractor, if NIT, Mizoram is held liable by the appropriate authority to pay the damages / fines for such breach, then the NIT, Mizoram shall have the right to deduct such amount from the bills of the Contractor. The Contractor shall indemnify such losses as incurred by NIT, Mizoram resulting to the contractor's non-compliance with relevant statutory provisions. The successful tenderer is, therefore, required to furnish necessary indemnity bond.
- 2.3 The Contractor has to pay the minimum rate of wages as notified by the Regional/Assistant Labour Commissioner (Central). Bidders quoting wage rates less than the above mentioned rate shall not be considered. Such bids will automatically stand rejected. In the event of subsequent notification of wage rate by appropriate authority w.r.t. sanitary maintenance, the same will be

- applicable from the date of notification irrespective of the fact that the rates may be higher or lower than the above mentioned rates.
- 2.4 Bidder should quote the rates on monthly basis for each service taking into consideration all such costs and total payment / remuneration for each service as per format given in Annexure-III.
- 2.5 To understand the exact work involvement, the bidder may visit the working site before arriving at a rate on lumpsum basis i.e. per month and assess actual requirement and the rates are to be quoted accordingly. Nevertheless, the prospective bidder shall be deemed to have considered the above aspects and accordingly no later claims shall be entertained on this account.

#### 3.0 TERMS OF PAYMENT

The Contractor would be paid each month the amount agreed in the award of letter on lump sum basis after he pays the wages to the personal employees and other statutory dues. Bills have to be raised in duplicate along with following documents:

- a. Wages cum Muster sheet of the month duly paid to the personnel deployed.
- b. Attendance sheet of the personnel deployed for the month.
- c. Copies of the P.F. Challans and ESIC Challans.
- d. Copies of monthly returns submitted to the P.F. authorities (Form 12A, 5 and 10) as applicable.
- e. Statement showing the details regarding the names of the personnel engaged during the month alongwith their P.F. account number, employees contribution of P.F. and employer contribution of P.F. etc
- f. A certificate stating that the personnel have actually been engaged by them and the P.F. contribution has been deposited with the P.F. authorities by them on the due date.

On certification by the Sanitation I/c and the Registrar, a bill will be forwarded to Accounts Section for payment.

### 4.0 **SECURITY DEPOSIT:**

EMD of the successful bidder will be converted into an initial Security Deposit (EMD) and will be released only after termination of the contract or settlement of final bill whichever is later.

#### 5.0 LEGAL ASPECTS

- 5.1 Within 7 days of award of contract, the Contractor shall furnish to the NIT, Mizoram a true copy of the license taken by them under Contractor Labour (Regulation and Ablition) Act, 1970, for employing workers in NIT, Mizoram work, if applicable under Rules. To enable to obtain the license, the NIT, Mizoram shall issue necessary certificate in the prescribed format that the Contractor have been engaged by NIT, Mizoram for execution of the relevant sanitation maintenance work under this contract. The NIT, Mizoram will authorize initial payment against the running bill only on furnishing true copy of the license as stated earlier.
- 5.2 The contractor/successful bidder shall furnish the monthly reports as per format to the Establishment Section by 3<sup>rd</sup> of every month without fail about the coverage of Provident Fund for contract labour and report on contract labour. The contractor/successful bidder shall maintain register of fines, deduction for damages or loss, wage slip. The Contractor/successful bidder shall be liable to show the same as and when called upon and the

failure of which will entail for imposition of requisite fines.

5.5 The Contractor shall take Workmen's Compensation Policy/all risks insurance policy within 15 days of award of work to cover all risk in terms of our tender provision to the extent acceptable to the National Insurance

Companies.

5.4 The Contractor shall indemnify and keep indemnified the Institute against all losses and claim for injuries or damages to any person or property whatsoever

which may arise out of or in consequent of the execution of the contract against all claims, demands, proceedings, damage cost, charges and expenses

whatsoever in this respect and also on account of acts of omission or/and

commission of the personnel deployed by the Contractor.

5.5 Any property / fitting or fixture, if damaged by the Contractor or the labours engaged by him, the cost as fixed by the Administration of the Institute shall

be recovered from the Contractor's bill.

5.6 Violation of any of the above condition, the contract is liable to be terminated

with immediate effect and shall be barred from future assignments.

5.7 After award of the contract, the Contractor will enter into an agreement with the Institute. This agreement will be executed on non-judicial stamp paper of

appropriate value and the cost of stamp paper will be borne by the Contractor.

Notwithstanding anything contained in this contract, the contract can be terminated by the NIT, Mizoram by giving 30 days notice to the contractor without assigning any reason thereof and the contractor shall not claim any

damage, cost etc. for the remaining period of the contract.

Place: CONTRACTOR'S SIGNATURE, SEAL & NAME

Date:

(As a token of acceptance of all above terms and conditions)

#### **SCOPE OF WORK**

#### 1.0 **SCOPE OF WORK**

The contractor shall perform the required upkeep and sanitation maintenance work and cover all aspects of the Sanitation on the National Institute of Technology, Mizoram campus.

The Upkeep and Sanitation Maintenance work is to be carried out in ten different buildings of the Institute at the location stated below.

- 1. Administrative Building, Chaltlang (Dawrkawn), Aizawl
- 2. Academic Block I, Chaltlang (Bethel) Aizawl
- 3. Academic Block II, Chaltlang (Salem Veng), Aizawl
- 4. Academic Block III, Chaltlang (Dawrkawn), Aizawl
- 5. Academic Block IV, Chaltlang (Near Tourist Lounge), Aizawl
- 6. Hostel –I, Tanrhil, Aizawl
- 7. Hostel –II, Tanrhil (Near Ramrikawn), Aizawl
- 8. Hostel-III, Bung Bungallow, Aizawl
- 9. Girls Hostel, Tanrhil, Aizawl
- 10. Director Bungallow cum Guest House, Long Mual, Aizawl

Each Academic Building shall be manned between 8 am to 4 pm. Each Hostel Building shall be manned between 10 am to 6 pm. Number of workers to be deputed during the mention time will be intimated to the contractor by security in charge.

## Comprehensive Overall Work of Sanitary/ Up Keeping Maintenance.

- o Brooming/Cleaning of all floors, verandahs, staircase, latrines, bathrooms, basins, dining hall, recreation hall, class rooms, laboratories staff rooms and any other work like windows, doors as directed by Sanitary Inspector/ I/c Sanitation.
- The residential rooms of students/ staff rooms will be cleaned by the contractor in the presence of Students / Staff only.
- O Cleaning, washing, mopping the complete allotted complex with use of R6, R9, floor cleaner, R2, naphthalene balls etc. where required.
- O Cleaning of the surrounding of buildings, nallahs of premises and disposing dust/waste, outside the buildings.
- O Cleaning all types of chokages of sewer lines, desilting of septic tanks and gully trap in premises of the building.
- o Sweeping Ibrooming of roads in and around the premises of the building.
- O Collection of garbage from dustbins and disposal of the same to be carried out every day.
- o Sanitation work as assigned by I/c sanitation.
- o The contract is with the material of ISI mark standard and equipment required.
- The Contractor shall deposit the required material (As given in Annexure) for a period of one month in the sanitary section in the last week of every month.
- o The contract is awarded for sanitary maintenance and up keeping work.
- o The above work is carried out on every day in Hostel Buildings and working days in Academic Buildings.
- The sanitary / upkeep maintenance job shall be carried out with due consideration for minute aspect of sanitation activity. It may be noted that it is not possible to list out explicitly each & every item to be inducted in scope of the above work.

#### 2.0 DEPLOYMENT

The names of personnel deployed at the above sites along with their bio-data and photographs shall be submitted to the office. Proper uniform and identity card should be provided by the contractor at his own cost.

#### 3.0 CONDITIONS OF EXECUTION OF WORK

Daily work done as specified should be recorded in prescribed register.

A register should be maintained by the supervisor indicating the names, addresses and other details of the personnel engaged for the execution of the contract. This register will also be utilized by his supervisor for obtaining instructions in regards to General Maintenance Work on occasions of emergencies and attending to the same.

The Contractor will be responsible for all the claims arising out of injury/ disablement/death etc. of the personnel deployed by him and must take suitable workmen's compensation policy for the workmen engaged by him and **copy of the said policy must be deposited with the Sanitation I/c.** The policy shall be valid till the completion period of the contract. The NIT. Mizoram reserves the right to recover any expenses that may have to incur in case of any proceedings initiated against the Institute on account of any accident or death of the employee of the Contractor.

If any type of misconduct or adverse report against the performance of engaged person is reported to this office, the Director reserves the right for the termination of the contract at any stage by giving 30 days notice. Decisions taken by the competent authority/ officer-in-charge of NIT, Mizoram shall be final and binding on the contractor.

| Place: | CONTRACTOR'S SIGNATURE |  |
|--------|------------------------|--|
|        | SEAL & NAME            |  |
| Data:  |                        |  |

(As a token of acceptance of all above terms and conditions)

# NATIONAL INSTITUTE OF TECHNOLOGY, MIZORAM PRICE-BID

**Sub:** Tender for "Sanitation Service" for NIT, Mizoram.

For performing the Sanitation Maintenance Work as per scope of work given in Annexure-II, the contractor shall be paid a monthly remuneration as indicated below. Rate should be quoted for per day per worker. However, payment will be based on actual working days.

| Sl.<br>No. | DESCRIPTION OF WORK TO BE DONE   | RATE Per person per day |
|------------|--|-------------------------|
| 1          | As per Comprehensive Overall Work of Sanitary/ Up Keeping Maintenance. |                         |

| Sl. | DESCRIPTION OF WORK TO BE DONE                | RATE Per month |
|-----|---|----------------|
| No. |   |                |
| 2   | Cost of the required materials for sanitation |                |
|     | and up keeping of the mentioned places        |                |

CONTRACTOR'S SIGNATURE, SEAL & NAME