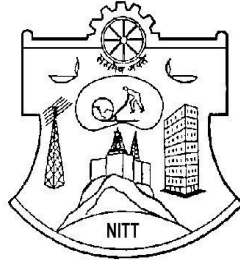


NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web : www.nitt.edu

Phone : 0431 –250 3831



TENDER DOCUMENT

Tender Notification No: EMD/CoW/ Institute Zone/13(3)/2014 -15 Dated:10.03.2014

- Name of the work : **Annual Maintenance for attending Civil complaints (Masonry & Carpentry) for Institution Buildings at NIT, Tiruchirappalli**
- Tender Value : **Rs. 8,35,000/-**
- EMD Amount : **Rs. 16,715/- (Rupees sixteen thousand seven hundred and fifteen only)**
- Period : **12 Months**
- Cost of Tender Schedule : **Rs.150 /- (Including taxes)**
- Last Date of submission of Tender : **31.03.2014 up to 3.00 p.m.**
- Date and time of opening of Tender : **31.03.2014 at 03.30 p.m.**
- Address for submission of Tender : **The Dean (Planning and Development),
Hall No. A-23, Administrative Block,
National Institute of Technology,
Tiruchirappalli - 620 015**



National Institute of Technology, Tiruchirappalli – 620 015

Certified that the tender document downloaded is replica of the document published by NIT, Tiruchirappalli and no alternation / addition have been made by me / us in the tender document. The tender document consists of **15 (Fifteen)** Pages .

Contractor

1. SPECIAL INSTRUCTIONS

All the above documents shall be duly signed & sealed in all pages and placed in a common Sealed cover duly superscripting the cover "Tender submitted for Annual Maintenance for attending Civil complaints (Masonry & Carpentry) for Institution Buildings at NIT, Tiruchirappalli ," Tender Number "& " Date of opening" and submitted.

- i. Tenderer should furnish the RATE in the enclosed tender "Price Bid" and shall be duly signed and sealed in all pages and placed in a separate sealed cover duly superscripting the cover "PRICE BID" and submitted.
- ii. The Demand Draft towards Document cost & EMD should be submitted in a separate cover duly superscripting the cover "EMD" and submitted.
- iii. Totally there will be 2 Separate sealed covers. One cover for Document cost & EMD and one cover for the tender document with Price Bid duly signed and sealed in all pages.
- iv. All the above 2 Covers shall be placed in a Common Sealed Cover and submitted before the said due date as given above superscripting the tender No. & Date and Due Date.
- v. Any deviation to this tender terms & condition and schedules of this tender will lead to total rejection of the offer submitted
- vi. LATE and incomplete offers will become liable for rejection.

2. **IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER**

- i. Before submitting the quotation, the tenderers are advised to visit the Working Area (Estate Maintenance Department, NITT/Trichy-15) in order to ascertain the nature of work for getting thorough knowledge of the work involved.
- ii. Should a tenderer 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 his tender in time. (No extension of time shall be given for submission of the tender on any account
- iii. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED
- iv. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned.
- v. Rates should be quoted as per the Bill of Quantity. Rates quoted in any other form will not be accepted and will be rejected.
- vi. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates whichever is lower will be taken as final.
- vii. The scope under Masonry calls for engagement of minimum 1(one) experienced Mason and 1(one) helper and that of Carpentry calls for minimum 2 (two) experienced carpenters and 2(two) helpers on all working days including Saturday. The tenderers are required to quote accordingly for each item on monthly basis as called for in the enclosed price bid.

- viii. The tender must be signed separately and legibly by Partner /Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- ix. If a 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.
- x. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- xi. 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 for rejection.
- xii. If a tenderer withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of NITT, the Earnest Money Deposited by him shall be forfeited and the acceptance given by NITT for his tender shall be withdrawn.
- xiii. Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in NITT, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be rescinded.
- xiv. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. When the contract is awarded to successful tenderer, the tender conditions will be part and parcel of the contract.
- xv. **This covering letter is also an integral part of the contract and hence the tenderer is required to sign this page and all other pages also and submit along with the tender**

Thanking you,

Yours faithfully,

For National Institute of Technology.

National Institute of Technology.
Estate Maintenance Dept.
Tiruchirapalli -620015.

1. **INSTRUCTION TO THE TENDERERS**

1. Rates quoted shall be FIRM throughout the currency of the Contract
2. Tender submitted should be in sealed cover, super scribed with tender number and addressed to **THE DIRECTOR, NIT**, Tiruchirappalli-620 015. Tenders will be received up to 15.00 Hr's at the office of the Registrar as per the schedule of tender notice and will be opened at 15.30 Hr's in the presence of those who may be chosen to attend the tender opening.
3. 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, are liable to be rejected.
4. Rate per each activity of work should be quoted in Rupees only. In case of any difference in rate quote in figures and words, the lower of the two rates will be taken as the tendered rate.
5. The quoted rate should be of all taxes and duties levied or to be levied both by Central and State Government Statutory / regulatory authorities from time to time. NITT will not entertain any claim whatsoever in this regards.
6. The successful tenderer will have to render all necessary co-operation to NITT and other agencies working in the same area, to ensure the smooth functioning of logistics operation.
7. The contractor's responsibility under this contract shall come from the date of receipt of the order of acceptance of the contract and Placement of resources shall be within One week from date of LOI / PO.
8. 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 CHIEF OF WORKS, ESTATE MAINTENANCE DEPT. The earnest money deposited by him, will be forfeited and acceptance of his tender withdrawn.
9. The earnest money deposit prescribed for this activity based work should be submitted along with the offer and the demand draft should be in favour of The Director, NITT, Trichy-15.
10. Canvassing in any form in connection with the tenders is strictly prohibited and the tender submitted by the contractors who resorts to canvassing will be liable to rejection.
11. Quantities shown in attached schedule for activity basis are only approximate and are liable for variation without entitling the contractor any compensation provided the total value of the contract does not vary by more than 30% (thirty percent).
12. In quoting their rates on activity basis, the tenderers are advised to take into account for all factors including any fluctuation in the market rates etc. No claim will be entertained on this account after acceptance of the tender during the currency of contract.
13. The rate quoted in the tender shall remain valid for a period of three months from the date of opening the tenders. Once the contract is awarded after acceptance of tender, the rate as accepted by NITT shall be valid for billing till the entire work is completed and final bill is paid.
14. THE DIRECTOR, NITT reserves all the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
15. The expenses for completing and stamping the agreement shall be borne by the contractor.
16. These "instruction to tenders" shall be deemed to form an integral part of the contract to be entered into with the successful tenderer.

2. SPECIAL CONDITIONS

01. NITT reserves the right to increase or decrease the tendered quantity and split the tendered quantity among more than one tenderer and place orders accordingly in any proportion, based on commitment, requirement and suppliers' capability in terms of delivery and quality.
02. Lowest prices received against NITT tenders need not be the technically acceptable one and in that case NITT reserves right not to consider the same.
03. To the extent possible NITT would avoid negotiation if competitive and reasonable rates are obtained in the tender.
04. In case negotiation is found necessary NITT reserves the right to restrict / select contractors based on the merits for the negotiations.
05. NITT reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to them inter-alia other reasons.
06. If a ring formation is suspected, NITT may reject all offers or retender or call new sources that have not been contacted or responded against this tender.
07. Sources contacted in this tender does not automatically qualify for consideration just because they are found to be lowest in the tender. NITT reserves the right to reject any offers without assigning any reason.
08. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and NITT reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
09. NITT reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefore. The contract may be awarded to one or more contractors, either in full or part, price to NITT.
10. Person to be engaged under skilled category should have adequate experience in the specific trade viz. Masonry / Carpentry and should be in a position to work independently.
11. Rate quoting for all the category of work is mandatory. Partial offers will be rejected.
12. Lower bidder will be decided on the basis of the total (sum of {rates multiplied by the respective Quantities}) quoted for the above scope.
13. The contract will be awarded to overall L1 tenderer.
14. As per statutory norms, the Contractor will have to make payment to the contract workmen the Minimum Wages prescribed by the Government of India. This will attract statutory payments such as PF, ESI / workmen compensation policy as applicable, etc.

3. REQUIREMENTS

Statutory requirements

(a) All statutory requirements under

- ★ The Contract labour act (regulation and abolition) 1970 and the related Tamil Nadu Rules.
- ★ The Minimum Wages Act, 1948 and the related Tamil Nadu Rules,
- ★ The payment of wages Act 1936 and the related Tamil Nadu Rules,
- ★ The Workmen Compensation Act 1923,
- ★ Employees Provident Fund and Miscellaneous Provisions Act 1952,
- ★ Employee State Insurance Act 1948,
- ★ Payment of Bonus Act 1965, I
- ★ Income Tax Act, Service Tax Act and
- ★ all other applicable Acts shall be complied with by the Contractor.

- (b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- (c) Contractor shall indemnify NITT against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- (d) Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to NITT.
- (e) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to NITT.

Registration of licence

1. The contractor employing 20 or more workmen is required to obtain licence from the authorities (Assistant Commissioner of Labours) the licence shall be amended or renewed whenever the increase in workmen employed by him or event in the contract being extended or renewed. The contract shall inform the licence number to the NITT management before taking up the work.

Wages

1. The contractor shall pay wages to the workmen employed by him at the rate in which shall not be less than the minimum wage applicable under the law from time to time. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer-in charge each in form (the form will be prescribed as per the format, later).
2. The contractor shall fix the wage period in respect of which wages shall be payable. No wage period shall exceed one month.
3. The contractor shall ensure payment of wages to the labours 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 10th of the following month.
4. All payments 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 wage period, final payment shall be made within the 48 hours of the last working day.
5. Whenever the employment of worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of second working day from the day on which the employment is terminated.
6. Wages due to every labour shall be paid to him direct or to the person authorized by him. All the wages shall be paid in the current coin or currency or both.

7. The contractor shall ensure the distribution of wages in the presence of such authorised representative of NITT management. Authorized officer or representative of NITT management shall verify the above payment with the following certificate and endorse on the payment sheet "certified that the amount shown on the column number has been paid to the workmen concerned in my presence on----- at ----Hrs.

Registers And Records

- a) The contractor shall be maintaining the following documents/ formats under contract labour (regulation and abolition) act 1970 and amended.
- i. Register of person employed by the contractor.
 - ii. Employment card.
 - iii. Service certificate.
 - iv. Muster roll, wage register, deduction register, wage slip.
 - v. Register of fine, register of advance.
- b) The contractor shall without fail give upto date attendance information in writing for the employees, employed by him.
- c) The contractor shall ensure that his labour keeps and produce their employment card when coming to duty and take them back when leaving duty
- d) All the above registers and record shall be preserved as originals for a period of three years. All the registers, record and notice maintained under the act and rules shall be produced on demand by inspector or any authority under the act.

General

- A. The contractor shall ensure that his workmen vacate the premises after the shift is over.
- B. No woman worker shall be required or allowed to work in the premises except between 6.00 am to 07.00 pm
- C. The contractor shall give four paid national holidays to his workers VIZ 26th January, 1st may, 15th august and 2nd October.
- D. The contract shall comply with the provision relating to welfare and health facility as provided in the contract labour (Regulation and Abolition) act 1970 and wherever amended.

4. SAFETY CONDITIONS

Methods of Work: No process or work shall be carried on in any premises in such a manner as to cause risk of bodily injury.

Workers are to be provided with good quality personal protective equipment suitable for the hazards and have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential. The contractor shall provide all safety devices and personal protective equipment to his labours at his own cost and shall ensure that his workmen wear/use such devices of equipment provided to them while doing the work and there should not be any relaxation on this.

The contractor shall get the contract labour engaged by him insured under workmen's compensation policy from general Insurance Corporation of India before actually starting the work. The insurance coverage should be for the entire period of contract. The contract shall comply with the provisions of the workmen compensation act 1923 (This should be read in conjunction with the provisions of ESI Act).

Notwithstanding anything contrary to think in the event of accident, the contractor shall require to inform Engineer- in charge immediately and ensure the compliance of ESI / workmen Act and rules made by there under . The contractor shall also maintain a register of accident as per the act.

5. WELFARE CONDITIONS OF LABOURS

1. The Minimum Wages as prescribed by the Government from time to time should be paid to the contract Workers and the Wage and Attendance Registers should be produced to Welfare Section every month.
2. If the contractor employs more than twenty employees, he has to obtain Licence to this effect from the concerned authorities and renew the same periodically.
3. The contractor / company should have registered with PF and ESI and comply with the relevant Acts.
4. The Contractor has to remit PF for his workers for the same amount which he paid as total wages to the employees on monthly basis. He has to remit 13.61% from his side and deduct 12% of Wages from the monthly wages of the employees and a total of 25.61% of monthly wages should be remitted as PF with respect to. each employee.
5. ESI Payment should be at the rate of 6.5% of monthly wages of the employee. This comprises the contribution at 1.75% of wages from the employee and 4.75% of wages from the contractor.
6. The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Line Executive concerned.

6. EARNEST MONEY DEPOSIT:-

- (a) Earnest Money Deposit of Rs. 16,715/- should be paid by the contractor while submitting the offers.
- (b) The E.M.D shall be in the following form:
- i. Demand Draft drawn in favour of The Director, National Institute of Technology/ Trichy-15 (Payable at Trichy).

The Earnest Money deposit shall not carry any interest.

7. SECURITY DEPOSIT

- (c) Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Up to Rs.10 Lakhs	: 10% of Contract Value
Above Rs.10 lakhs up to Rs.50 Lakhs	: 1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 Lakhs	: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

The Security Deposit shall be collected before start of the Work.

- (d) The Security Deposit shall be in the following forms:

- ii) Demand Draft in favour of The Director, NITT Trichy -15.

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 remitted in advance before commencement of work (any of the above form) and the balance 50% may be recovered from the running bills.

The security deposit shall not carry any interest.

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be collected from the contractor as mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. NITT shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to NITT under the terms of this contract or under any other contract with NITT may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by NITT and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced

REFUND OF SECURITY DEPOSIT:- The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE

8. GENERAL

LAWS GOVERNING THE CONTRACT:-

The contract shall be governed by the Indian Laws for time being in force

REGISTERS & RECORDS: -

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:-

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 sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

SUBMISSION OF BILLS BY CONTRACTOR: -

The Contractor at the end of each month shall submit a bill in triplicate 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 Chief of Works / 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:-

All payments to be made to the Contractor, under this contract shall be by "CHEQUE" crossed "A/C PAYEE ONLY" within a reasonable time, after the certification of bills by the execution department.

RECOVERY FROM CONTRACTOR:-

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:-

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.

OR

- 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:-

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 OR FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) makes default in carrying out the work as directed and continues in that state after a reasonable notice 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. :-

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:-

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 fore-closing of the work.

LABOUR:-

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:-

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.

REGISTERS & RECORDS:

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.

NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI – 620 M015

PRICE BID

SL. No	Qty	Description of Work	Rate both in Figures and Words (Rs)	Unit	Amount (Rs)
1		Attending to the day to day Civil maintenance works either independently or with the assistant engaged for this purpose depending on the nature of maintenance or assisting the departmental staff to liquidate all type of maintenance complaints (Carpentry & Masonry) posted / registered in the institution buildings & common facilities inside the NITT campus. The scope of contract also includes working at height in all the buildings including roof top of buildings, carrying out preventive & breakdown maintenance works, etc., all as directed by the department and as specified hereunder. Required materials and consumables will be supplied by NITT at stores free of cost. However the required tools and plant shall be under the scope of maintenance contractor. The quoted rate shall include wages, bonus, statutory payments etc., complete.			
(a)		Masonry		Per Month	
	12	Attending to Masonry complaints such as plastering touch ups, patch works, minor floor repairs, chamber construction, channels, ramp, repairs, casting of slabs, fixing of gratings, grills, minor concreting, related masonry activities and such works normally carried out by a skilled mason elsewhere. The work is required to be carried out on day to day basis covering single day shift viz. between 09.30 Hr's and 17.30 hr's to be shared by deployment of adequate masons and helpers for each shift.			
(b)		Carpentry		Per month	
	12	Attending to Carpentry complaints such as doors / windows not closing properly, change of broken glass panes, lippings, furniture fittings, lock in doors , windows, servicing & repairing the door closers, floor springs, attending to all type of maintenance need in aluminium doors, windows & louvered ventilators, related carpentry activities and such works normally carried out by a skilled carpenter elsewhere. The work is required to be carried out on day to day basis covering two shifts of working hours as decided by NITT & to be shared by deployment of adequate carpenters and helpers for each shift.			

Notes:

1. The above scope is not exhaustive but only indicative. The contractor is also required to carry out activities not specifically mentioned here but of civil maintenance nature and extend fullest cooperation to the other contractors working in the same area.
2. The nature and volume of work require atleast one Mason, two carpenters and helpers to assist each skilled personnel per day. Hence the unit rate under column 4 for Masonry should consider one mason and one helper for a month and for Carpentry should consider two carpenters and two helpers for a month. However the contractor is required to visit the site, understand the nature of work & prevailing site situation, facilities available at NIT etc., before quoting for the tender.
3. The contractor is required to carry out all the identified works within a reasonable time limit and as & when directed by the department. If no work is done during a shift when complaint is pending or no manpower is reported for duty for the specified shift, recovery will be made on pro-rata basis of the quoted rate (57% for the skilled worker & 43% for the helper on the quoted rate) plus 12.50% of the quoted rate as a punitive rate for the respective item. The skilled personnel (Mason / Carpenter) along with helpers are required to attend to the complaints on all working days (except sundays and holidays) as specified above & as directed by NIT-T and hence the contractor is required to plan the deployment accordingly.
4. The contract workers are required to be covered under EPF, Bonus, ESI / Group Insurance Scheme as applicable, central Govt. Minimum wages Act and other Statutory requirements.. The monthly payment shall be released to the contractor by NIT-T only on submission of attendance and wage acquittance slip for the actual manpower engaged by the contractor for that month & production of documentary evidence for the remittance made towards statutory payment till previous month and as certified by Engineer in Charge for processing the running bill.
5. All materials, spares, consumables etc., are under NIT scope. Tools required for the work are under the contractor's scope.
6. Rate quoted shall include taxes, statutory payments and all other incidental charges etc., complete