

# **NATIONAL INSTITUTE OF TECHNOLOGY :: SILCHAR SILCHAR-788010 (ASSAM)**

**No: NIT No. TECH/NIT/2018-19/**

**Date:**



**Name of work: Gardening in the campus (except hostels) at NIT Silchar.**

**Last date of submission: 04.02.2019 at 14.00 Hour**

**Date & Time of opening Technical Bid: 04.02.2019 at 15.30 Hour**

**Date & Time of opening Financial Bid: 04.02.2019 at 15.30 Hour**

**Venue: Estate Engineering Branch, NIT Silchar.**

Signature of the Firm / Societies



# National Institute of Technology, Silchar-10

(An Institution of National Importance)

Phone : (03842) 244879  
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Assam – 788 010  
Web Site: <http://www.nits.ac.in>  
EPABX : 233841-5129

No.

Date:

## SECTION-1

### NOTICE INVITING TENDER

The sealed tender invited for providing “Gardening in the campus” except hostels, as detailed below, for National Institute of Technology Silchar for a period of 24 month extendable up to another 12 months on satisfactory performance this shall be reviewed after every 6 months of service for further continuation based on the report of the performance review committee of the Institute.

Sl. No.	Description NIT No: TECH/NIT/2018-19/	Estimated Cost (Rs.) per year	Cost of Tender Paper (Rs.) (Non refundable)	Earnest Money (Rs.) (Refundable)
A	Gardening at Old & New Administrative Building, All Academic Area, All residential quarters (except Assam type quarters), Children’s park, Sports complex.	1,00,00,000/-	5,000/-	2,00,000/-

Last date of submission of duly filled in sealed tender **04.02.2019 up to 2.00 PM**

Date of opening of Technical Bid: **04.02.2019 at 3.30 PM** at Estate Engineering Branch

Date of opening of Financial Bid: **11.02.2019 at 3.30 PM** at Estate Engineering Branch

The Tender documents can be downloaded from the Institute website <http://www.nits.ac.in> & [www.tenders.gov.in](http://www.tenders.gov.in).

Duly filled in tender documents must be submitted along with EMD, and the self attested copies of the following certificates, issued by the competent authority.

- Contractor’s Registration Certificate (CRC) or Societies act registration or trade license valid for the year 2018-19.
- Experience of having successfully completed similar nature of works during last 7 years ending last day of the month previous to the one in which applications are invited:
  - Three works each costing not less than the amount equal to 40% of the estimated cost of work.  
or
  - Two works each costing not less than the amount equal to 60% of the estimated cost of work.  
or
  - One works each costing not less than the amount equal to 80% of the estimated cost of work.

And

One completed work (either part of above or a separate one) costing not less than the amount equal to 40% of the estimated cost with some Central/State Government Organization/Central Autonomous Body/Central Public Sector Undertaking in north eastern states.

Signature of the Firm / Societies

Completion certificate for the similar work(s) means Gardening work only should be in prescribed format given in Section – 6 (IV) of the technical bid document issued by the officer not below the rank of Executive Engineer of Govt./Semi Govt. Department or the Head of Office / Institution.

3. Self attested copy of GST registration certificate.
4. Self attested copy of EPF registration certificate including challan for the financial year 2018-19. Applied for EPF registration is not valid. The agency should submit the No Objection Certificate from E.P.F authority for participating the tender & award of work mentioning the Notice Inviting Tender no. and addressing to the Director NIT Silchar.
5. Financial solvency certificate issued by the Scheduled Bank as per CPWD format for amount not below Rs. 40,00,000.00 during current financial year i.e, 2018-19.
  - (i) Bankers certificates should be on letter head of the Bank in original address to the Director, NIT Silchar in sealed envelope.
  - (ii) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
6. Average annual financial turnover:
 

Average annual financial turnover on works should not be less than 50.00 Lakh during last 3 consecutive financial year ending 2017-18. Audited balance sheet duly signed by chartered account should be submitted.
7. Self attested copy of Labour License valid for the year 2018-19. The agency should submit the No Objection Certificate from Central Labour Commissioner (Under Silchar Jurisdiction) authority for participating the tender & award of work mentioning the Notice Inviting Tender no. and addressing to the Director NIT Silchar.
8. Xerox copy of PAN card in the name Firm / Societies / Individual firm.
9. Application form & Declaration(s), as mentioned in the tender document.
10. Bank details.

The lump sum Earnest Money Deposit (EMD) of **Rs. 2,00,000.00/-** (Rupees Two Lakh only) for (refundable) in the form of Demand Draft/Pay Order/FDR (drawn in favour of the Director, NIT Silchar and payable at Silchar) issued by any scheduled Bank of India, guaranteed by the Reserve Bank of India and & cost of tender paper **Rs. 5,000.00** (non refundable) in the form of Demand Draft/Pay Order (drawn in favour of the Director, NIT Silchar and payable at Silchar) issued by any scheduled Bank of India should be attached with the Technical Bid, failing any of one, which the tender will be rejected.

The successful contractor will be required to deposit **Performance Guarantee @ 5% of the awarded value to be calculated yearly** in the form of a Bank Guarantee / Fixed Deposit from any scheduled Bank of India, in favour of the Director, NIT Silchar payable at Silchar within 15 (fifteen) days from the date of issue of work order.

The institute reserve the right to accept or reject any application for the issue of tender document without assigning any reasons, thereon.

Signature of the Firm / Societies

Tender documents are to be submitted in 3 (three) separate envelopes, 1<sup>st</sup> envelope should contain Earnest Money and Tender cost, 2<sup>nd</sup> envelope should contain Technical Bid duly filled up and signed along with relevant document as prescribed, and 3<sup>rd</sup> envelope should contain the price bid. **All 3 (three) envelopes are to be sealed in a single envelope, mentioning name of work, NIT No., closing date and time.** The 3<sup>rd</sup> envelope containing price bid will be opened only for those contractors who are technically qualified as per conditions of NIT.

The “Technical Bid” of the bidders will be opened first. If all the required certificates, as stated are found in this envelope, in their proper forms, then “Financial Bid” will be opened. Tender of any contractor, not accompanied with proper Earnest Money, tender cost and/or tender, incomplete in any form, and shall be summarily rejected.

Sealed tender paper is to be dropped in tender box available at Estate Engineering Branch of this institute only within the specified date and time. The intending bidders/contractors or their representative will be allowed to remain present at the time of opening of the tender documents.

The magnitude of work may vary as per requirement of the Institute and will be finalized before awarding of the work. The Director, NIT Silchar reserves the right to award the job whole to one or may split among more bidder(s). Performance will be reviewed every 6 months for further continuation based on the report of the performance review committee of the Institute.

If any, holidays/strike falls during the notified days, the process will be continued on next working day.

The Director, NIT Silchar reserves the right to accept or reject at any or all the tenders without assigning any reason.

Registrar

Copy forwarded for wide circulation to:

1. The Executive Engineer, PWD, Silchar Division, Silchar-1
2. The Executive Engineer, CPWD, Silchar Division, Chirukandi, Ramnagar, Tarapur, Silchar-3
3. The Deputy Chief Engineer, Const. NF Railway, Tarapur, Silchar-3
4. The Garrison Engineer, MES, Masimpur, Cantt. Cachar
5. The Deputy Commissioner, Cachar, Silchar
6. P.S. to Director – for information to the Director
7. Dean (P&D) – for information.
8. The Estate-in-charge, NIT Silchar – for information & necessary action.
9. The Dy. Registrar (Accounts), NIT Silchar
10. Webmaster, NIT Silchar – email IDs: (i) [webmaster@nits.ac.in](mailto:webmaster@nits.ac.in) (ii) [nitsupload@rediffmail.com](mailto:nitsupload@rediffmail.com) with request to up load the Notice Inviting Tender to (i) [www.nits.ac.in](http://www.nits.ac.in) & (ii) [www.tenders.gov.in](http://www.tenders.gov.in) soft copy of the NIT enclosed.
11. RTI Cell, NIT Silchar for information
12. Notice Board, Estate Engineering Branch, NIT Silchar.

Signature of the Firm / Societies

**TERMS & CONDITIONS**  
**(Annual Gardening Job Contract)**

1. NAME OF WORK. : Gardening in the Campus (except Hostel's) at NIT Silchar – 10.

2. EARNEST MONEY : Rs. 2,00,000.00

3. DURATION : 24 months extendable up to another 12 months on satisfactory performance this shall be reviewed after every 6 months of service for further continuation based on the report of the performance review committee of the Institute.

\* EMD and TENDER cost to be sealed in envelope No. 1

\*\* Pre – qualification of contractors & Terms and conditions (technical documents) to be sealed in envelope No. 2

\*\*\* Price schedule of quantity to be sealed in envelope No. 3

\*\*\*\* Envelope No. 1, 2 & 3 to be inserted in single envelope properly. Wax sealed subscribing name of work, closing date & name of agency.

Signature of the Firm / Societies

## SECTION-2

### **I. PREAMBLE**

(i) National Institute of Technology, Silchar henceforth referred to as “NITS”, or “Institute” only would outsource the Gardening work services pertaining to the Institute Campus (either Site-I or Site-II, as stated in section-3(II), under area coverage), on job contract basis.

(ii) The Nature of cleaning service includes maintenance of clean and hygienic office premises and campus area, as stated in section-3 (III, IV & V) of this document.

(iii) Contractors/persons/agencies, henceforth referred to as “Contractors” only, will arrange/provide workmen on minimum wage rates & statutory charges as per labour rule of Govt. of India, as would be quoted by the Contractor in the financial bid for Gardening in the campus as per section-3 of this document. Necessary Bank operations to be ensured by the agency so that minimum wage is guaranteed to the employee under the contract.

(iv) Contractor will engage the workmen, supervise the gardening work of the workmen and get the said works completed, up to the satisfaction of NITS authority.

(v) Contractors will supply necessary equipments for gardening. No extra payment will be made in this respect.

(vi) NIT will arrange flower seed, plant and manure.

### **II. INSTRUCTION TO BIDDERS**

#### **Preparation of Bid**

Technical Bid and Financial Bid are to be submitted in two separate sealed envelopes, super scribing clearly on each as Technical Bid and Financial Bid respectively. They should be placed under a single envelope super scribing on it “Tender of Cleaning Job, Group No. ” and writing the Advertisement No. Date, Last Date of Submission of Tender on the Cover Page.

#### **1. Technical Bid should contain:-**

(i) EMD of Rs. 2,00,000/- (in the form of DD/BC/FDR/Cash Certificate)

(ii) Self attested legible photocopies of all the required documents, as stated in tender document.

#### **2. Financial Bid should contain:-**

(i) Annual Rate Contract tender for providing cleaning services at each site, (as detailed in Section - 3 of this document) showing breakup of the quoted rates. The rates are to be provided in the Price Bid document.

**NB<sup>1</sup>:** Quoted rate should be inclusive of all taxes. If there is any Increase in statutory tax & levies it will be reimbursed on production of relevant records.

### **III. BID EVALUATION CRITERIA (BEC)**

1. The bidder must agree to the following conditions:-
  - (i) The bidder must abide by all the terms and conditions laid down in the tender document.
  - (ii) The validity of the offering the tender should be 90 (ninety) days from the date of opening of the tender.
  - (iii) Period of job contract would be 24 months from the date of issuing the work order with provision for extension of another 12 months in three equal intervals and / or until the next job contract is made, if the Institute considers this system to be continued.
  - (iv) Termination Clause & Penalty Clause (as stated in terms & conditions of agreement) must be accepted.
2. Application should be made in the specified format (attached herewith). All the data, as sought in the tender document, must be supplied.
3. The bidder must submit the profile of his firm / Societies (in Section-6 of this document).
4. The duly filled-in tender document along with all the documents/certificate etc. mentioned in NIT must be submitted within the due date & time, specified in NIT.
5. Any other points which may arise at the time of evaluation of the bid and/or on later time will be decided by the Director, National Institute of Technology Silchar or his authorized representative.
6. The magnitude of work may vary as per requirement of the Institute and will be finalized before awarding of the work. The Director, NIT Silchar reserves the right to award the job whole to one or may split among more bidder(s). Performance will be reviewed every 6 months for further continuation based on the report of the performance review committee of the Institute.
7. The staff engaged by the agency / Societies shall not claim any employment benefit from the Institute at any time. The agency / Societies shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter. It is the duty of the agency / Societies to explain these terms to his employees.
8. The agency / Societies shall be directly responsible for payment of wages (including other benefits like E.P.F) to his employees engaged for the services sought as per Govt. rule. Payment of the staff should be credited to their bank account and all the records are to be submitted to this office for verification. Further lists of the employees giving details such as father's name / husband name, age, bank a/c no. & addresses to be submitted at Estate Engineering Branch before engagement.
9. The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the agency / Societies. Any incident occurring during the contract period is the sole responsibility of the agency / Societies and the institute is no way liable for any such incident.
10. The agency / Societies shall not employ any minor for the above contract work as prohibited under Labour Act and shall comply with the clauses of the Act.
11. If there is damage to building or other institute property because of wilful or negligent act, the institute will repair it at its own cost and shall recover the amount from the bidder.

Signature of the Firm / Societies

12. Bidder should strictly abide by Minimum wages act and all the labour laws including workman compensation act.
13. Minimum number of employee should be 43 nos. (Forty Three). If any additional / reduction of man power will be decided by the Institute as per quantum of the work.

**NB<sup>2</sup>:** Non-compliance of any of the clauses of BEC, as mentioned above, will lead to rejection of the tender offer.

#### **IV. ADDITIONAL INSTRUCTIONS TO BIDDERS**

1. The bidders should read each and every point stated in the Tender Document and understand their meanings before filling up of the tender document.
2. If the bidder accepts all the terms and conditions, as laid down in NIT/BEC/Tender Document and likes to submit the tender then he should put signature & date on all the pages of the tender document before submitting the tender.
3. (i) Bidders are to quote annual job contract rates in the table shown in annexure –I of section-7, for providing cleaning services for the sites shown there. They are to quote the rates of items (cleaning materials) shown in annexure-II of section-7 also, for supplying the items to NITS. Annexure-I & annexure-II are given in the Price bid documents.

(ii) Bidder shall submit a declaration, of the form, as per the proforma in section-5, on his official Letter Head. Non-submission of the required certificates(s)/document(s)/declaration, may lead to straight rejection of tender.

(iii) No bank guarantee will be accepted in lieu of earnest money / security deposit.

(iv) Bidders are expected to quote competitive and workable rates in relation to prevailing market rates. In the event of submission of low non-workable rates the bidder shall have to submit rate analysis, if so asked for. In the event of unsatisfactory explanation, NITS shall be entitled to reject the lowest tender(s) without assigning any reason.

(v) Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

4. (i) In case the bidder is a firm, either proprietary or partnership, the registration certificate is to be provided showing full description of the person/persons owning the firm.

(ii) If the bidder is a firm the self-attested copy of the deed in respect to partnership is to be furnished.

(iii) If the bidder is a company then the attested copy of the certificate of incorporation is to be furnished.

(iv) If the bidder is a Societies then the attested copy of the certificate of incorporation is to be furnished.

(v) In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of absence of any partner, it must be signed on his behalf by a person holding the power of attorney, authorizing him to do so. Such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

Signature of the Firm / Societies

5. If it is found that the tender is not submitted in the proper manner or contains too many corrections or absurd rates of amount, it would remain open to the Institute to take suitable action in that respect.

6. LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:

The Institute reserves the right to accept any Tender it considers advantageous / superior and is not bound to accept the lowest alone and need not assign any reasons for non-acceptance.

7. TENDER EVALUATION:

The Tenders received and accepted will be evaluated to ascertain the best and lowest workable tender in the interest of the Institute, for the complete work covered under the technical specifications and documents.

**Application form**  
(To be filled by the bidder at letter head)

From ..... Phone No. ....  
 ..... Fax No. (if any) .....  
 .....

To,  
 The Director  
 National Institute of Technology  
 Silchar – 788 010.

Sub: Submission of Duly filled in tender documents  
 Ref: Your Advertisement No....., Dated .....

Sir,  
 Reference above, I/we wish to offer Gardening work except hostel’s, stated in this tender document, at the rates as filled in the Price Schedule – I & II, for the work.

1. I/we have read and understood all the terms and conditions as specified in the BEC, terms and conditions laid down at various parts of this tender document, contract agreement, and agree to abide by all of the terms and conditions unconditionally. As a token of acceptance of these terms and conditions I/we have signed each page of the bid document.
2. I/we have attached herewith Earnest Money Deposit (EMD) of **Rs. 2,00,000.00** in the form of ..... (Demand Draft/Pay Order/FDR) drawn in favour of the Director, NIT Silchar and payable at Silchar issued by any scheduled Bank of India, guaranteed by the Reserve Bank of India and & cost of tender paper **Rs. 5,000.00** in the form of ..... (Demand Draft/Pay Order) drawn in favour of the Director, NIT Silchar and payable at Silchar issued by any scheduled Bank of India only for each group as per NIT.
3. I/we agree to keep my/our offer valid for a period of 90 days, from the date of opening of the bid.
4. I/we have enclosed herewith all the required documents as specified in NIT & BEC.
5. I/we hereby declare that I/we have not been blacklisted by any Central/State Govt. Dept. /Undertaking or by any reputed Organization/Company.
6. I/we do hereby undertake to produce the original certificates/documents whenever asked by NITS.

I/we hereby declare that all the information furnished along with this bid are true in all respects.

Date: \_\_\_\_\_  
 Place: \_\_\_\_\_

(Signature of the bidder)

Signature of the Firm / Societies

**SECTION-3****CONTRACTOR'S ROLE WORK DESCRIPTION, AREA COVERAGE, SUPPLY OF WORK FORCE, CLEANING MATERIAL & MACHINERY****I. ROLE OF CONTRACTOR**

The contractor has to:

- i. Provide/engage efficient, experienced, honest workmen for performing gardening work in the areas, specified under Para (II), in SECTION-3.
- ii. Supervise the gardening works of the workmen and get the said works completed, in time, up to the satisfaction of the authority of the institute/authorized representative/stakeholder.

**II. AREA COVERAGE**

The area, required to be cleaned, is either of the two sites as stated in Table-I of Section-3. Each of these sites consists of the following three gardening work.

- i. All buildings situated in each of the above said two sites (listed below in TABLE-I),
- ii. The open areas/lawns close to the aforesaid buildings,
- iii. The main road and other connecting lanes passing by the sides of the aforesaid buildings.

**NB<sup>3</sup>:**

1. Annual Job contract rates are invited for both the sites, shown in Annexure-I
2. Either of the two sites will be brought under annual job contract.

**III. Scope of Work:**

1. Preparation of soil for plantation / gardening.
2. Maintenance of gardening.
3. Flower Seed preparation etc all complete.

**Name of different buildings including surroundings as per Table-I:**

**Table-1**

Sl. No.	Location	Semiskilled	Skilled	Highly Skilled
1	All Academic Building & main road from main entry to New classroom gallery	3	3	
2	New Library Building	2	0	
3	New Academic Building	2	0	
4	New ETE, CSE & CCC Building	2	0	
5	Old & New Administrative Building	2	2	
6	Estate Engineering Deptt.	1	1	
7	Guest House	2	0	
8	Old T-IV qtr	0	1	

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9	New T-IV qtr	0	1	
10	Old T-V qtr	1	1	
11	New T-V qtr	1	1	
12	Old T-VI qtr	1	1	
13	New T-VI qtr	1	1	
14	Director Bunglow	1	1	
15	D-Type Qtr	1	0	
16	C-Type Qtr	1	0	
17	Type-III qtr (100 unit)	3	0	
18	Sports Complex Indoor & Outdoor	3	0	
19	Children's Park	1	1	
19	Highly Skilled Supervisor	0	0	1
<b>Sub Total =</b>		<b>28</b>	<b>14</b>	<b>1</b>

**NB<sup>5</sup>:**

1. Under normal circumstances, the day shift will start from 8:00 am and will continue up to 5:00 pm on all days throughout the year. The contractor should take appropriate steps to get the work, in all the awarded areas, completed in all respect, as per direction issued by the in-charge Gardening job, NITS.
2. Under special circumstances, any of the aforesaid services may be rescheduled, and/or be extended beyond the aforesaid specified period up to a maximum of 3 hours per day and for a maximum of 12 days per year without any extra payment from the institute side and will be part of the agreement.

**Work Description**

- A. The contractor shall well and truly execute/perform the required services contracted to be performed by him, as stated here under, to the satisfaction of the institute authority and/or his representative.

The job is to carry out the gardening work of the campus (states in Table-I), lawns/open areas & roads/lanes in and around the stated buildings and to maintain the gardening areas, up to the satisfaction of the institute authority.

**NB<sup>6</sup>:**

1. Methods of cleaning & disposal of different type of wastes should be ascertained by the Engineer In-charge, Cleaning, NITS and the instructions issued by him shall have to be strictly adhered to.
2. Register/Check-list of gardening work services provided (as stated in **Section 4, III**), verified by the contractor will be submitted to the Institute's Cleaning In-charge or designated official. This register can be checked by the Institute designated official at any time on weekly basis. This will form the basis of payment. In case there are any complaints from any HOD / HOC / HOS / Wardens / stake holder regarding the performance of gardening works on the assigned tasks, mentioned above appropriate penalty will be imposed, which will be decided by the Director, NIT Silchar.

Signature of the Firm / Societies

**IV. Timing for Gardening Services**

- a. Persons engaged for gardening services: Under normal circumstances, eight hours for six days in a week.
- b. The day shift, under normal conditions, will start from 8:00 am and will continue up to 5:00 pm (Timing may vary according to the need) including one hour lunch break.

**V. Gardening Materials except equipments:** The gardening material means flower seed, plant, good quality soil & manure will be supplied by the NIT Silchar.

**VI. Gardening equipments:** The gardening equipment which includes tools, ladder, trimmer, grass cutter machine, bucket/tin, pump sets with pipes for spraying water mixed disinfectant and all other instruments/equipments etc. shall be provided by the agency as per necessity. The contractor will keep them in the storage space under its custody. No extra charges will be paid by the Institute.

## SECTION-4

### TERMS AND CONDITIONS IN CONNECTION WITH GARDENING SERVICES

#### I. WORKMEN AND THEIR DEPLOYMEN:

1. **Recruitment/deployment of staff:** The Contractor shall be responsible for the recruitment and deployment of staff for gardening services. The staff for gardening services so recruited and deployed by the contractor shall be under his direct control/supervision. The Contractor shall exercise total superintendence, control and supervision over his staff for getting gardening job complete, as per contract and up to the satisfaction of the Institute authority. **Further, while recruitment of manpower for deployment in the NIT Campus, the Institute authorized official will remain present during the recruitment process.**
2. **Contractor as employer:** For all intents and purposes the Contractor will be the “Employer” within the meaning of different labour legislations in respect of the staff for gardening services, employed and deployed by him.
3. **Introductory details:** The contractor shall maintain details of particulars (e.g. names, addresses, father’s name etc. along with the passport size photographs) of each and every personnel/workman/employee engaged by him giving another set (attested by the contractor) of all such details to the NIT Silchar authority before allowing them to start working to perform the assigned job for issuing identity certificate to them.
4. **No leave from Institute:** No leave of any kind shall be sanctioned by Institute authority to the gardening staff of the contractor. In case of any/some of the gardening staff remain absent due to any reason the Contractor shall be liable to make substitute arrangement of manpower to complete the assigned job. The contractor will have to maintain sufficient number of leave reserves to meet up the situation.
5. **Accommodation:** The Institute will not be liable to provide any accommodation or food to the staff who will be engaged in the gardening services. Contractor has to make his own arrangement of boarding and lodging of his personnel.
6. **No absorption:** In case of termination of this contract/agreement on its expiry or otherwise, the staff, or personnel engaged and deployed/deputed by the Contractor, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Institute. The personnel of the Contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular/confirmed employees of the Institute during the subsistence of the contract/agreement and even after the expiry of the Contract Agreement.

#### II. Financial Involvement of NITS/Contractor

1. **The amount to be paid:** Payment will be made to the contractor based on the institute accepted rates, quoted by the contractor for providing gardening services. No other charges will be paid over and above the said amount.
2. **No extra payment:** No extra payment will be made by transportation / food / accommodation etc. for service / staff / materials to be provided by the contractor, over and above the amount that will be due, to be paid, as per agreed contract.

**Wages to be paid not less than the minimum wages act as per central labour laws. Wages will be increased as per labour department from time to time and this will be reimbursed by the NIT.**

3. **Tools:** The appropriate tools e.g. ladder, bucket/tin, vacuum cleaner, pump sets with pipes for spraying water mixed disinfectant and all other instruments/equipments, whatever and whenever required for providing smooth service (except the consumables like phenyl, bleaching powder, soap, cotton, sprayer, naphthalene, broom etc.), must be provided by the contractor without any extra payment.
4. **Stationery:** The Contractor will have to bear the expenses incurred on stationery, registers etc. for writing duty charts etc.
5. **Safety:** All safety precautions, as would be required to be maintained for completing the job, must be observed by the contractor.
6. **Injury:** Institute shall not be responsible financially, or otherwise for any injury to the staff for gardening services, caused in the course of their performing the gardening functions/duties, or for payment of any compensation thereon, under any Act.
7. Before quoting the rate the bidder should visit the sites and assess the quantum of the work.

### **III. REGARDING SERVICES TO BE PROVIDED BY CONTRACTOR**

1. **Ensuring proper services:** The contractor must ensure smooth and satisfactory services and keep the buildings, roads, toilets, bathrooms, lawns/open areas etc. neat & clean, as per contract, throughout the year and during the extended period thereof (if any). Contractor would provide gardening services (cleaning service) as and when assigned by the concerned officer-In-Charge of NITS.
2. **Service throughout year:** The cleaning services are to be provided throughout the year including Sundays/holidays, at each site/location, as per service classification made. Certifications regarding quality of services offered are to be obtained from authorized staff of NITS and attached with the bills.
3. **Frequency of Service:** Under special circumstances, the frequency of providing services their timings and duration may change and these will form part of the contract.
4. **No sublet:** The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise.
5. **Record:** The contractor should maintain (date-wise) daily records of all types of assigned services provided by him to this Institute, in separate registers (one for each building/area) and preserve them for scrutiny by the authorized staff of NITS, as per demand.
6. The Service provider would submit a daily monitoring report to the Estate Engineering Department, NIT Silchar.

#### IV. Minimum number of labour to be employed

Skilled gardener – 14 No.

Semiskilled gardener – 28 No.

Highly Skilled Supervisor for office maintenance – 1 No. (Male) Minimum qualification should be passed Higher Secondary.

If any additional / reduction of man power will be decided by the Institute as per quantum of the work.

#### V. Supervisor duty & responsibilities:

Supervisor should have minimum Matriculation. A register of consumables / non-consumables will be maintained by the agency. The inwards / outwards / uses shall be required daily basis. This register will be checked by authorized representative of Estate Engineering Branch on regular basis. Inspection log shall be maintained by supervisor and shall be endorsed by authorized representative of Estate Engineering Branch on daily basis or as and when required.

VI. The contractor shall provide a complete list of the gardener personnel engaged by him in its final form (after the characters and other antecedences of the listed persons are verified by the police/officer not below the rank of Judicial Magistrate and found good) along with their addresses, photos and other antecedents for records.

#### VII. Liquidity Damage & Penalty

Liquidity damages @ of 1% per day of the monthly value of contract shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the gardener agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land. Deduction on account of unsatisfactory gardening services and improper Gardening and maintenance will be made from the monthly bill. The recovery will be decided by the NIT review committee. The methodology for deduction will be as under:

1. In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor.
2. In case of non-maintenance of cleanliness or lapse of services/carelessness noticed or reported by section heads / HOD / stake holder, deduction shall be made @Rs. 5,000/- per event etc., from the bill of the contractor, taking into account the loss of Goodwill and inconvenience caused to the institute.
3. The workers of the service provider must wear dress as per choice of the Institute, mask, hand gloves and identity cards. The identity cards will be issued by NIT Silchar on production of valid particulars of the workers duly submitted by the service provider. The cost of the dress, identity card with neck bend and other items will be borne by the service provider. **If service provider will fails to provide dress, mask, hand gloves & identity cards then penalty of Rs. 2,000/- per month for the first three incidents.** Subsequent occurrence of such incidents will entail in termination of the contract without any notice.

**VIII. Termination of Contract**

1. If the services of the contractor are not found satisfactory they will be issued a written notice for improvement by the NIT authority. If satisfactory improvement is not found (within a week or time specified in the notice) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the contractor by the authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation independently.
2. NIT reserves the right to terminate the contract by giving a two months' notice to the agency.
3. In case the contractor is required to (or decide otherwise) discontinue the contract, he/she should give at least three months' notice to and shall remain essentially working for the said period of notice, till alternate arrangements are made. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving two month notice.
4. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
5. In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside immediate termination of the contract or other lawful action that may be taken against the contractor.
6. The contractor shall give vacant premises to NIT and return all the Institute Equipment / fixtures and other items, facilities etc., once the contract period is over and / or terminated.

**IX. Misbehaviours of Workers/Supervisor**

1. The workers deployed by the contractor shall maintain strict discipline and shall not use any violent or offensive language while in the premises of the NIT. Smoking, consuming alcohol, chewing pan/tobacco/gutka etc and spitting inside the premises is strictly prohibited. It will be mandatory for contractor to brief their personnel in advance and apprise them of the conduct, expected of them while working.
2. Nothing prevents NIT to even advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal. The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first three incidents. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.
3. Any personnel deployed by the Agency, refuses work or creates indiscipline would have to be immediately replaced and NIT reserve the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. NIT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.
4. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

**Arbitration:**

Any dispute arising out of this contract shall be settled through a sole Arbitrator appointed by the NIT. The award of the Arbitration is final and binding on both the parties. It is hereby made clear that Civil Court shall have no jurisdiction to entertain any dispute arising out of this Tender.

**Personal Hygiene:**

Agency shall ensure that staff deployed in catering services is free from any infection or communicable disease. The staffs should wear caps and gloves at work place. Smoking, eating or chewing pan/tobacco/zarda/gutka etc., spitting is strictly prohibited.

**Breakage**

All damages/breakage to the equipment, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor, after ascertaining the actual cause of damage solely by the NIT Authority.

**Force Majeure**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed here in shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof. Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

**Payment Schedule.**

Monthly claim bill shall be submitted by the contractor in pre-printed bill form, showing clearly the following details:

1. Name of the firm/ contractor with complete postal address, phone / mobile No. e-mail etc.
2. PAN (either in the name of the firm or proprietor) issued by IT department.
3. Registration No. issued by the concerned authorities.
4. EPF Registration No.
5. Copy of EPF Challan of previous month.
6. Bill to submitted in the GST bill.
7. Labour License / Registration No.
8. Self – attested copies of daily attendance sheet of the workers for the month.
9. The NIT may consider implementation of Biometric attendance for workers in future which shall be binding for the contractor to comply with.
10. Bank statement sheet duly certified by State Bank of India official should be submitted by the contractor (Name of the workers need to be mentioned in the bank statement sheet.

Contractor is also required to counter sign on the Bank statement sheet before submission to the NIT for release of payment.

11. ECR challan reflecting EPF contribution against each employee/worker of the previous month to be submitted along with the bill to NIT Silchar.

12. Satisfactory Service certificate as per NIT prescribed format from the user departments/office/health -centre etc duly certified by HOD/Deans/Medical Officer/Permanent staffs of the NIT along with log sheet of periodical works done (also duly signed).

13. Stock register verification.

14. Additional manpower as demanded by the Institute will be paid as per quoted rate. However less manpower engaged by the agency, the payment will be deducted as per the quoted rate or applicable wages as on date whichever is higher.

In the event of the bill(s) submitted without following the above, the same will be summarily rejected and returned.

## **X. General**

1. **License**: The bidder must have valid labour license from the appropriate authority before entering into agreement.
2. **Starting of the work**: The successful contractor has to take-over the charge of safai/cleaning work within 07 days, from the date of issuance of the work order.
3. **Complain registers**: Contractor has to maintain complaint register, at each site, to be enable to staff of NITS to record complaints based on which staff of contractor is to attend the concerned/site for solving the complains.
4. **Statutory registers**: The contractor shall maintain all the statutory registers under the law .The contractor shall produce the same on demand to the Institute authority or any other authority under law.
5. **Communication facility**: The bidder/contractor should have round the clock communication facility to remain in constant touch with authorized staff of NITS.
6. **Documents**: The contractor will be bound by the details and documents furnished by him to the institute while submitting the tender or at any other time .In case any of the details of such documents furnished by him, are found to be false at any stage, it would be deemed to be a breach of the terms of Contract, making him liable for punitive action.
7. **Payment & Performance certificate**: Monthly bill payment will be made to the contractor for which satisfactory performance certificate is to be taken from the authorized staff of NITS.
8. The contractor, whose near relative is an employee of NITS, working in the rank of Junior Engineer, or above, shall not be allowed to participate in the tender process. Such contractor will not take tender paper for any work of NITS.
9. No employee of this Institute shall be allowed to work as contractor or staff of a contractor, for the work of this Institute, for period of two years after his retirement and/or release/termination from services of NITS without written permission from the Director, NITS. This contract will be

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liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Director, NIT Silchar before submission of the tender or engagement in the contractor's service at NITS.

10. **The service provider is to maintain an office & store (space will be provided by the Institute with payment basis) for the purpose of receiving complaints from the stake holders. A supervisor staff should remain present in the office from 8:00 am to 5:00 pm.**
11. The service provider should disburse the wages to his workers as per Wages Act & Rules of Central ensuring minimum wage. The disbursement of wages should be made through Bank Account of the workers. The service provider should maintain Attendance Register, maintenance of Payment register etc. It will be the responsibility of the agency to get all the related clearances as applicable under the Indian laws and complete the necessary formalities as required under relevant statues and rules etc. The agency/contractor is required to produce copies of all challans/ documents of having deposited the amount every month along with the monthly bill.
12. The Contractor/ firm shall be responsible and shall pay all compensation to its employee's under the provisions of the Workmen's Compensation Act and amendments thereto and all other applicable Acts/rules. He shall be responsible for any payment of expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. NIT, Silchar reserves the right to check the actual payment of the wages register maintained by him and also the relevant documents in respect of the above.
13. The contractor/ firm shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act, Industrial Disputes Act, and Minimum Wages Act. Factories Act, Central Labour Act. /relevant Acts and statutes and the NIT, Silchar shall in no way/ event be liable or responsible for any default that will arise out of non observance of such laws/ rules on his part and that he shall indemnify and keep indemnified NIT, Silchar against any damage and / or injury caused to the premises or to the properties.
14. The contractor/agency shall comply with PF, Bonus, and Gratuity law/Rules in force from time to time.
15. Labour wages to be increased from time to time as per Central Labour wages rule and Institute will reimburse the increased labour rate only.
16. Quoted price should be inclusive of all taxes and levies.
17. Number of person shall vary from time to time as per quantum of the work, as demanded by Institute.
18. Before quoting the rate, the bidder may visit the sites and asses the quantum of the work.
19. Additional manpower demanded by the Institute will be paid as per quoted rate. However less manpower engagement by the agency / firm the payment will be deducted as per the quoted rate or applicable wages as on date whichever is higher.

**SECTION -5****1. Declaration by the contractor**

I/We hereby declare that all the terms & conditions and the obligations to be met by the contractor, as laid down in the tender document, for the Tender No. \_\_\_\_\_, Dated: \_\_\_\_\_ have been accepted by me/us and I/we have neither to make any deviation from the stated terms and conditions nor to put forward any additional condition(s) in my/our offer.

Should this tender be accepted by NITS, in whole or in part, I/we agree:

(i) to abide by and fulfil all terms and provisions of the said conditions, annexed hereto and in different noting in tender documents, so far as applicable, and/or in default, thereof, to forfeit and pay to the institute or its successors, in office, the sum of money mentioned in the said conditions.

A sum of Rs. 2,00,000.00 is hereby forwarded / deposited as call Receipt of Schedule Bank, guaranteed by the Reserve Bank of India, as Earnest Money. If I/we fail (a) to sign the agreement, and (b) to commence the work within the time period, as per the agreement, I/we agree that NITS or its successors, in office, shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise said earnest money shall be retained by NITS towards Security Deposit.

(ii) to execute the awarded works(as referred to in the tender documents), as per the terms and conditions contained or referred to therein and to carryout works as per agreement & work order and as would be instructed by the In-charge, cleaning, NITS, at the rates quoted in the tender document.

Signature of Witness:

Address:

Occupation:

Date:

Signature of the bidder(s)

Full name:

(Above certificate shall be drawn on contractor's letter head and shall be placed on a separate sealed cover as mentioned.)

**2. Certificate by the engineer in charge of NITS**

(After verification of the complete document & the quoted price schedules)

This is to certify that the complete tender document has been checked with regard to:

- (i) its conformity with that of the original copy circulated from the estate section,
- (ii) Correction/overwriting made by the bidder in the submitted price schedules and recorded on each of the pages.
- (iii) Conformity of the quoted prices with the relevant clauses specified in terms and conditions.

Additional observations on above are given below:

i)

ii)

This tender is recommended/not recommended for evaluations.

Date:

Signature of the engineer in charge

Signature of the Firm / Societies

**3. AGREEMENT:**

This Agreement is made and entered into this day of ..... by and between the bidder/contractor and NITS.

Whereas National Institute of Technology Silchar is to obtain services of the contractor in the form of gardening/cleaning/safai work of the rooms of different buildings, roads, open areas in academic/administrative/ hostel areas or part thereof and supply of cleaning items, as stated in the tender document.

And Whereas contractor is engaged in the similar type of business represents that it has adequate resources and fully trained personnel and is willing to carry out and perform aforesaid job together with such personnel, highly specialized in similar jobs, and submitted its tender dated .....

Now therefore this agreement witnesses that in considerations of the covenants herein, it is hereby agreed as following:

And whereas the contractor has deposited Rs. 2,00,000/- only in the shapes of DD no. ....drawn on the bank of ..... Silchar, as earnest money, duly pledged for the Director, National Institute of Technology, Silchar, for due and faithful performance of the contract and has further agreed to execute the said work, at rates quoted in the tender, according to all terms & conditions of contract, here in after will be referred to as the agreement document.

In witness whereof the parties have respectively set their signatures in the presence of witness:

Signature of the Bidder(s)/Contractor(s)

For and Behalf of

Name-

National Institute of Technology, Silchar

Father's name –

Address-

- 1. Witness:
  - Signature-
  - Name-
  - Father's Name-
  - Address-

- 2. Witness:
  - Signature-
  - Name-
  - Father's name-
  - Address-

Signature of the Firm / Societies

**SECTION-6****I. Profile and Details of Tendering Company**

The gardening Agencies are required to furnish the following information.

1	Name of the tendering Agency:	
2	Postal Address	
3	Name of the contact Person(s) with address and contact number:	
4	Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding tendering agency	
5	Other information:	
6	Fax no. of the tendering agency	
7	Email address of the Tendering Agency:	
8	Website address, if any:	
9	Sample signatures of the contractor	
10	Place of headquarters of the tendering agency:	
11	Date of Establishment	
12	Date of registration with Govt. and Registration no., if any: (attach a certificate copy)	
13	PAN No. of the Firm / Societies (attach a certificate copy)	
14	GST registration no. (attach a certificate copy)	
15	Valid Labour License. (attach a certificate copy)	

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**II. Bank details**

1	Name of the Bank	
2	Postal Address with phone no.	
3	Account No.	
4	IFSC Code.	

**III. Major Contract Handles:**

Sl. No.	Name of the Institution	Period	Completion Certificate

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**IV. CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

Name &amp; address of the Client:

Details of works executed by :

1.	Name of work brief particulars	
2.	Work order No.	
3.	Date of commencement of work	
4.	Stipulated date of completion	
5.	Actual date of completion	
6.	Details of compensation or levied for delay, if any	
7.	Tendered amount	
8.	Gross amount of the work completed	
9.	Name and address of the authority under whom works executed	
10.	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11.	(i) Quality of work (indicate grading) (ii) Amount of work paid on reduced rate basis, if any	: Out Standing/V. Good/Good/Poor : Yes / No
12.	(i) Did the contractor go for arbitration? (ii) If yes, total amount of claim (iii) Total amount awarded	: Yes / No
13.	Comments on the capabilities of the contractor (a) Technical Proficiency (b) Financial Soundness (c) Mobilization of adequate T&P (d) Mobilization of manpower (e) General behavior	: Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor : Out Standing/V. Good/Good/Poor

**Executive Engineer**

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# FINANCIAL BID

1. NAME OF WORK. : GARDENING IN THE CAMPUS IN THE CAMPUS (EXCEPT HOSTELS) AT NIT SILCHAR.
  
2. EARNEST MONEY : Rs. 2,00,000.00
  
3. DURATION : 24 month extendable up to another 12 months on satisfactory performance this shall be reviewed after every 6 months of service for further continuation based on the report of the performance review committee of the Institute.

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**PRICE SCHEDULE**

<b>Sl. No.</b>	<b>Items</b>	<b>No. of minimum person</b>	<b>Rate per day as per minimum wages act</b>	<b>Amount per month (Considering 26 days in a month)</b>	<b>Remark (if any)</b>
<b>1</b>	(a) Skilled gardener	14			
	(b) Semiskilled gardener	28			
	(c) Highly Skilled (Supervisor)	1			
<b>Sub Total (A) = Rs.</b>					
2	EPF (13.10%) on applicable wages over sl. no. 1				
3	Gardening equipments and any other expenditure				
<b>Sub Total (B) = Rs.</b>					
4	Contractor profit (based on subtotal A & B)				
<b>Sub Total (C) = Rs.</b>					
5	G.S.T @ 18% (over subtotal A, B & C)				

**Grand Total = Rs.**

Date:.....

Place:.....

Signature of the Firm / Societies

Signature of the Authorized Person

Full Name.....

Seal...