

Tender No. AUG/E&M-27/2015

Date: 22-09-2016

Sealed tender in prescribed form (in two bid system) are invited from Govt. Registered Firms/ Service Providers/ Agencies having PAN card, Service Tax Registration for providing skilled manpower to the University for distribution of water supply in the campus.

The intending firms/Service providers/Agencies may download the tender papers from Assam University Website www.aus.ac.in.

The last date of submission of tender papers is 14:00 hours (2 P.M) of 25-10-2016. The bids will be opened on 25-10-2016 at 15:00 hours (3 P.M).

For details regarding scope of work, terms and conditions, proforma of tender document, please visit University website: <u>www.aus.ac.in</u>.

Sd/ Registrar



ASSAM UNIVERSITY, SILCHAR

TENDER DOCUMENT

TENDER FOR PROVIDING MANPOWER FOR DISTRIBUTION OF POTABLE WATER AND MAINTENANCE OF DISTRIBUTION PIPE LINE TO ENSURE ROUND THE CLOCK WATER SUPPLY IN THE CAMPUS.

NIT No: AUG/E&M-27/2015,

• Last date and time of submission of tender paper : 14:00 hours (2 P.M) 25-10-2016.

• Date and time of opening of Bids 25-10-2016.

: 15:00 hours (3 P.M)

date: 22-09-2016

• EMD (in favour of Assam University in the shape of Call deposit/ Term deposit) : Rs. 32,000/-

Tender fee in the form of D/D

: Rs.500/-

TENDER DOCUMENT

TENDER FOR PROVIDING SKILLED MANPOWER FOR DISTRIBUTION OF POTABLE WATER AND MAINTENANCE OF DISTRIBUTION PIPE LINE TO ENSURE ROUND THE CLOCK WATER SUPPLY IN THE CAMPUS.

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INSTRUCTIONS TO BE FOLLOWED:

- **EMD** to be sealed in envelope no.1
- Technical Bid is to be sealed in envelope No.2 (_____Page)
- Price Bid is to be sealed in envelope No.3 (_____Pages)
- Envelope No.1, 2 & 3 to be inserted in a single envelope, properly sealed and superscribing name of work, tender No., closing date & name of agency/ contractor on the cover of the envelope.
- NB: Sealed Means: Sealing by Wax/ Gum/ Any type of Adhesive Tape etc. but NOT pinned or stapled.
- The envelope containing the tender should be addressed to the **Registrar**, Assam University, Silchar-788011 and should be dropped in the tender box kept in the office of Assistant Registrar (Estate) Assam university, Silchar, within above specified time.
- Financial bids of that Contractor who are short-listed only will be opened after technical evaluation.
- In case of any dispute arising in the matter, the decision of the Registrar, Assam University will be final and binding.
- University reserves the right to reject all tenders reason(s) for rejection of tenders if any needs to be intimated to the concerned bidder(s).

TENDER FOR: PROVIDING MANPOWER FOR DISTRIBUTION OF POTABLE WATER TO ENSURE ROUND THE CLOCK WATER SUPPLY IN THE CAMPUS.

Check list of documents to be submitted

Sl. No.	Particulars	Say 'Yes' or 'No' Whichever is applicable
1	PAN Card	
2	Service Tax Registration Certificate	
3	EPF Registration No.	
4	Experience Certificate of water supply work, if any, please specify.	
5	Labour License/ Registration No.	
6.	E S I Registration certificate	
7	Self attested copies of relevant document/certificates	
8	Bank Solvency Certificate	

(Signature and seal of the firm / Service Provider/ Agency) Date:

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CONTRACTORS PROFILE: (To be submitted with Technical Bid)

FOLLOWING DETAILS ARE TO BE FURNISHED BY THE FIRM/ SERVICE PROVIDER/ AGENCY :

1.	Name of the Firm/ Service Provider/ Agency	:
2.	Name & address of the proprietor alongwith Phone/ Mobile No.	:
3.	Office address if any, including Phone, Mobile, Fax N	lo. :
4.	Record of Past experience of water supply works if any, related documents to be attached	:
5.	Permanent Account Number (PAN)	:
6.	Service Tax Registration Number	:
7.	EPF Registration Number	:
8.	ESI Registration Number	:

Date:	Signature	:
	Name	:
	Mobile No.	:

1. SCOPE OF WORK:

- **1:1.** The Firm/ Service provider/ Agency (herein after caller the contractor) shall be required to provide the skilled manpower as per requirement of the University. The present requirement of manpower is as under:
 - Worker = 12
 - Supervisor = 2

The requirement may increase based on actual demand.

- **1:2.** The manpower provided shall be required to ensure availability of water in all the buildings of the University (both permanent and semi-permanent) including Hostels, VC's residence, Quarters, School, Guest House, Police Station, Banks, Post office etc. on a **ROUND-THE-CLOCK** basis. Further the Firm/ Service provider/ Agency shall be required to keep the pipelines in the best conditions possible in order to avoid wastage of water by necessary repairing and maintenance of pipe line as and when required.
- **1:3.** The workers and the supervisor deployed by the contractor shall be required to work in two shifts viz Shift 'A' & Shift 'B'.
 - 'A' Shift (From 6:00AM to2:00PM)– 6 (Six) workers & 01 (One) Supervisor.
 - 'B' Shift(From 2:00PM to10:00PM)-6 (Six) workers & 01 (One) Supervisor.

The workers and the Supervisors shall be required to be present on all days during shift hours as mentioned above. However, One day weekly off may be allowed after every 6 (six) working days on a rotation basis so as not to affect the number of workers required shift wise. Further, the workers and the Supervisors may be required to work beyond shift hours as per requirement of the University.

- **1:4.** Payment of wages shall be in accordance with Minimum Wages Act of Govt. of India.
- **1:5.** The workers and the supervisors shall work as per instructions of Assistant Registrar (Estate)/ Estate Officer/ Section Officer (Estate) or any other Officer/ Official authorised by the University.
- **1:6.** The Contractor shall be required to install a landline connection in the University for attending break-down calls during shift hours. Further the mobile numbers of the Supervisors are to be furnished to the Estate Section and they should keep their mobile phone for 24hrs/switch on mode **ROUND THE CLOCK**.

All the break-down calls are required to be attended immediately on priority basis. Any lapse in this regard on the part of the Supervisors may result in exparte imposition of penalty.

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- **1:7.** The Supervisors deployed by the Contractor shall be required to ensure certain reserve of water in the distribution reservoirs/ tanks (both overhead and underground), so that power supply failure up to 12 hours does not affect the users.
- **1:8.** The Supervisors should maintain a regular record of water supplied by the Public Health Engineering (PHE) Department at the treatment plant and inform the status to the Estate Section (Assistant Registrar/ Section Officer/ Estate Officer) and/ or Engineering Cell (Executive Engineer) on a daily basis so that the matter can be taken up with the PHE, if situation so arises.
- **1:9.** In case of acute shortage of water due to non-supply/ short-supply by PHE, the contractor shall be responsible for getting water through tankers from Silchar Municipality and the charge there-of shall be reimbursed on submission of proper bill/ actual payee receipt of Silchar Municipal board along with monthly bill.
- **1:10.** It shall be the duty of the contractor and the workers/ supervisors deployed to ensure that there is no wastage of water in the distribution process at any point of time. Any lapses in this attract may result in imposition of fine/ penalty as per decision of the University authority. All the workers must be equipped with tools and plants required for maintaining distribution of water supply.
- **1:11.** The water distribution pipeline including valves should be maintained by the contractor. In case of any fault/ damage in the pipeline it should be immediately brought to the notice of the Engineering Section.

2. Terms and Conditions for engagement of Supervisor and workers :

2:1. The Supervisors to be engaged and deployed by the Contractor should be Higher Secondary (10+2) passed/ graduate and should have <u>completed a certificate/ training</u> <u>course in Plumbing from any Govt. Industrial Training Institute or any other</u> <u>Govt. recognized institute</u>, besides having adequate work experience.

2:2. The skilled workers to be engaged and deployed by the Contractor should preferably have complete a certificate/ training course in plumbing from any Govt. Industrial Training Institute (ITI) or any other Govt. recognized institute and should have work experience in Plumbing works or similar nature of works.

2:3. The contractor should get the character/ antecedents of each worker/ Supervisor verified before engaged them and the Contractor should able to produce the verification report as and when required for any departmental enquiry of the University or Police concerning each worker/ supervisor.

3. COMPLIANCE OF LABOUR REGULATIONS:

- 3:1. The contractor is required to comply with all the provision of the Contract Labour (Regulation and Abolition) Act. 1970 & 1971 rules made there under and as well as all other applicable Act/ Rules etc.
- 3:2. The contractor shall be responsible for the payments to workers/ supervisors engaged for the performance or carrying out the said work minimum wages payable as per notification issued by the govt. of India from time to time and that Assam University, Silchar shall in no event be liable and the Contactor shall keep Assam University, Silchar indemnified against the same and from all proceedings in respect thereof. Assam University, Silchar, however, reserves the right to check the actual payment of the wages by the Contractor and also the relevant documents in respect of the above.
- 3:3. The Contractor 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. The Contractors 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.
- 3:4. The Contractor is required to produce copies of all challans/ documents of having deposited the EPF subscription every month along with the monthly bill.
- 3:5. The Contractor shall observe and implement all the Laws of the Land and the rules framed there under and the Assam University, Silchar shall in no event be liable or responsible for any default that will arise out of non observance of such laws/ rules on his part and that the Contractor shall indemnify and keep indemnified Assam University, Silchar against any damages and/ or injury caused to the premises or to the properties.

3:6. The Contractor must open Mediclaim Insurance or Group Insurance in respect of all engaged workers on acceptance of tender and submit a copy of Insurance Policy to the Assistant Registrar, Estate.

- 3:7. The Contractor will have to keep First Aid materials for engaged workers & supervisors for initial aids in case of any minor physical injury of workers.
- 3:8 The Contractor may arrange accident insurance form IRDA approved insurance company for his/ her worker's benefit on mutual agreement of worker and contactor.
- **3:9** In case of emergency, the contractor shall arrange for medical assistance of his worker either in the health centre of the university or nearby Govt. PHC or SMCH, Silchar.
- **3:10** The contractor shall however adopt the safest and secured procedures for handling equipments and tools to be used by his workers/ supervisors.

4. EMD & Security Deposit :

4:1 An amount of Rs. 32,000.00 as EMD is to be deposited along with the tender.

4:2 Interest free security deposit of 50,000/- should be kept with Assam University by the Contractor.

5.Photo Identity Card :

5:1 The worker / Supervisor who may be engaged by the Contractor from time to time carry the photo identity card which shall have to be issued to him for the said purpose. The identity card should be worn be each workers/ Supervisors on their duty. The identity card shall be as per prescribed format and a duplicate copy of each identity card should be made available to the Estate Section of Assam University in advance. Present and permanent address of all workers including all Supervisors should be made available to the Estate Section before their deployment in Assam University, Silchar.

6. Wearing of Gown/Robe:

6:1. The worker/ Supervisor who may be engaged by the Contractor from time to time shall have to wear a gown and or a robe for easy identity by the university Officer/Officials /Security personnel. The code /design of such gown and or a robe will be finalized mutually by the university and the contractor before execution of work/signing of agreement.

7. Duty Inspection:

7:1 The workers and supervisors deployed and engaged by the Contractor will be liable to be checked by the Officers& Staff of the Estate Section of the University and for this purpose the Contractor should maintain an Attendance Register. Also the Contractor must ensure presence of required numbers of manpower at any time during working hours to Estate section of the University.

8. Liability/Responsibility :

8:1 The Contractor shall be responsible for all loses or damages to the University's property under their charge (to be specified in the work-order). Any loss/ damage due to negligence, carelessness or dereliction of duty directly or indirectly on the part of the workers and/ or Supervisors (to be decided by the Registrar, Assam University based on the report submitted by Enquiry Team having representatives from both the University and the Contractor) shall be made good by the Contractor.

8.2 The contractor shall maintain minor repairing works regarding pipe lines fittings etc. up to maximum of Rs. 5,000.00 per month or Rs. 60,000.00 annually (as applicable) which shall be reimbursed as per actual/ latest Assam PWD (APWD) Schedule of Rate (current APWD schedule of rate is of 2013-14). The repairing charges bill shall be claimed by the contractor along with the monthly bill of the worker.

9. Liquidity Damage :

9:1 Liquidity damages @ 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 contractor 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.

<u>10.</u> Arbitration:

10:1 Any dispute arising out of this contract shall be settled through a sole Arbitrator to be appointed by the University. The award of the Arbitrator is final and binding on both the parties. The Civil Court shall have no jurisdiction in the matter.

11.Procedure for Submission of Monthly Claim Bill

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

11:1. Name of the firm/ contractor with complete postal address, phone/ mobile no., email etc.

- 11:2. PAN (either in the name of the firm or proprietor) issued by the IT Department.
- 11:3. Registration No. issued by the concerned Govt. Department.
- 11:4. EPF Registration No.
- 11:5. Service Tax registration No.
- 11:6. Labour License/ Registration No.
- 11:7. Self-attested copies of the following documents are to be submitted along with the bills(s):
 - Aquittance Roll including leave register regarding disbursement of wages of the previous month.
 - Challan/ documents of having deposited the EPF subscription of the previous months.
 - > Challan/ documents of having deposited Service Tax etc.
 - Satisfactory Service certificate (as per University prescribed format) for each of the building/departments from the HOD/Dean/Officer i/c/Warden/MO.

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

Termination of the contract:

12:1. Assam University shall be at its liberty/ discretion to terminate this contract forthwith upon or at any time a breach or default of any of the terms and conditions contained herein or any other circular and/ or rules framed subsequently, is committed by the Contractor and/ or by the worker or supervisors employed by it.

- 12:2. Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of the Contractor.
- 12:3. If any attachment is levied and continues to be levied for a period of seven days upon Contractor or any member of the firm.
- 11:4. If any partner of its firm is convicted of any criminal offence.
- 12:5. If Contractor shall either by himself or by his workers/ supervisors commit or cause to be committed any act which is prejudicial to the interest and good name of the University in the opinion of the Registrar, Assam University, the Registrar could take appropriate decision in the matter and it shall be final and binding.
- 12:6. If the event of lapses of period of contract if the service is continued, it shall be deemed to a continuation of the service on month to month basis. In such event, either party must give one months notice for termination of the service if they choose to discontinue.
- 12:7. Violation of the provision of Contract Labour (R&A) Act. 1970, and other acts, rules, schemes or notifications issued by the Govt. (both Central and State) from time to time, as applicable.
- 11:8. On termination/ expiry of the contract, the contractor will immediately remove all its personnel and their belongings from the premises of the Assam University, Silchar.

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THE ABOVE TERMS AND CONDITIONS SHALL FORM PART OF THE CONTRACT AGREEMENT APART FROM ANY OTHER CLAUSE INCORPORATED BY THE UNIVERSITY AUTHORITY LATER BEFORE SIGNING OF THE CONTRACT. THE UNIVERSITY AUTHORITY RESERVES THE FURTHER RIGHT TO AMEND OR MODIFY THE TERMS & CONDITIONS TIME TO TIME AS PER REQUIREMENT OF THE ASSAM UNIVERSITY FOR GREATER INTEREST OF ALL THE INMATES OF ASSAM UNIVERSITY.

Date:/2016		Signature of the Contractor
Name	:	
Registration No	:	
Full Address	:	
Contact No.	:	

Seal of the Company/ Firm :

13. FINANCIAL BID:

(To be submitted in letter head of the Contractor/Company)

TENDER FOR:PROVIDING SKILLED MANPOWER FOR DISTRIBUTION OF POTABLE WATER AND
MAINTENANCE OF DISTRIBUTION PIPE LINE TO ENSURE ROUND THE CLOCK
WATER SUPPLY IN THE CAMPUS.

The financial bid should include wages payable under Minimum wages Act. and all other statutory payments/contributions like EPF etc.

Head	Worker	Supervisor	Worker	Supervisor
1	Per day wages	Per day wages	Total Monthly wages	Total monthly wages
• Wages				
• EPF				
• Service Tax				
Statutory Deduction				
Any Other Charges (Please specify)				
• Service Charges (Contractors Profit in percentage)				
Total				
Grand Total		<u> </u>		1

Certified that I/ We have no pre condition attached with tender.

(Signature of the Contractor)

Name: Registration No.: Full Address: Seal of the Company/Firm)Note: Financial bid should be submitted separately in sealed covers indicating PROVIDING SKILLED MANPOWER FOR DISTRIBUTION OF POTABLE WATER TO ENSURE ROUND THE CLOCK WATER SUPPLY IN THE CAMPUS.