



**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE  
DISABILITIES (NIEPMD)**



(Ministry of Social Justice & Empowerment, Dept.of Empowerment of Persons with  
Disabilities, Govt.of India)

Muttukadu, East Coast Road, Kovalam (P.O), Chennai - 603 112  
Tamil Nadu, India. Phone: 044 – 27472046, 27472113

No: NIEPMD/ESTATE 6(TNPCB)/2016-17

04.05.2016

To,

(Quotations are invited form the Govt.licenced surveyors/Engineer/Architect)

TENDER DUE DATE: 17.05.2016(4.30p.m.)

TENDER OPENING DATE: 17.05.2016(5.00p.m.)

Dear Sirs,

Quotations are invited for “consultancy services for the pollution control board  
Clearance for the NIEPMD projects” as per Specifications.

The Quotation should be submitted in SINGLE BID as per Specifications are listed  
here under.

Terms and conditions governing the contract is as per the details enclosed.

S.No	Description	Quantity	Total Value
1.	Preparation of documents and drawings related to NIEPMD projects and also obtaining the clearance certificate from the pollution control board	1 whole job	

Late / Delayed / Post Tenders: Unsolicited Tender and Post Tender correspondences  
will not be entertained and may entail in rejection of tender. Tenders submitted in a cover  
without super scribing Tenders No. / Due date / Opening Date is liable for rejection.

The quotation clearly mentioning top of envelop as “consultancy services for the  
pollution control board Clearance for the NIEPMD projects” should reach on or  
before **17<sup>th</sup> May 2015** NIEPMD by speed post/courier /person –drop the quotation in to the  
Tender box which is kept in the Main building (3<sup>rd</sup> floor )

Yours faithfully,

**(Dr.Himangshu Das)**  
**Director**

Note: please visit our website: [www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in) to get information on current Tenders.

**Agency Information:-**

1.	Name of the company	
2.	Office Address	
3.	Contact Person  Landline No. / Mobile no.  Fax no.  E-Mail id:	
4.	Statutory Registration:- (enclose copies)	
	i) AgencyGovt Registration details	
	ii) TIN no.	
	iii) PAN No.	

**Terms and conditions:**

**Earnest Money Deposit (EMD):**

The tender shall be accompanied by an earnest Money Deposit for Rs. 10,000/(Rupees Ten thousand only), in the form of Demand Draft drawn in favour of 'The Director, NIEPMD', Payable at Chennai. Tenders not accompanied by such Earnest Money are liable to be rejected straight away. E.M.D. in any other form may not be accepted.

The Earnest Money will be retained in the case of the successful Tenderer as part of the Security Deposit. EMD given by unsuccessful Tenderers will be refunded without any interest after issue of order to the successful tenderer.

**Security Deposit (SD):**

A sum @ 5% of the gross amount less EMD of the bill shall be deducted from the bills of the Agency towards security deposits.

The bidder should read carefully before quote:

- 1) The quotation duly sealed and superscribed on the envelope with the reference No. and due date should be addressed to the undersigned so as to reach him on or before the due date stipulated above and the unsealed tender will be rejected.
- 2) The quotation should be valid for 90 days from the due date.
- 3) The rate to be quoted for the work should be nett and inclusive of all necessary tax applicable as per norms of Government.
- 4) Third party insurance: The Agency should insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the employer, or to his worker or to any person, including any employee of the employer or the Agency by or arising out of the execution of the works or in the carrying out of the contract. The Agency shall, whenever required has to produce to NIEPMD, the policy or policies of insurance and the receipts for payment of the current premium. If the policy not produced to NIEPMD within "four days from date of receipt of work order" (or) date of start of work whichever is earlier, the Workmen Compensation Policy (sum insured per month, minimum) will be taken by the NIEPMD and the cost incurred will be deducted from the payment bill.

- 5) Accident or Injury to Workmen: NIEPMD shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Agency or sub- Agency. The Agency shall indemnify and keep indemnify NIEPMD against all such damages and compensation, and against all claims, proceedings, cost, charges and expenses whatsoever in respect thereof of in relation thereto. The insurance shall be taken within the quoted tender rate / contract price.
- 6) The work should be commenced within 7 days from the date of receipt of order or date of handing over of site whichever is later and completed within 30 days from that date.
- 7) If the tenderer is not able to complete the work in time on or before the stipulated date of completion, liquidated damage for delay in completion will be 0.5% of contract value will be deducted for per week pf delay to a maximum of 10% of contract value.
- 8) Taxes: The following taxes shall be deducted from the bills as per Income Tax Rule. (1) Works contract Tax. (2) TDS as applicable.
- 9) The tenderer should enclose copies of statutory registration (i.e.) PAN, TIN, Service Tax registration etc., along with tender.
- 10) The bidder should quote as per specifications and approved make mentioned in the specifications. The Specifications of work are attached with drawings if any so as to enable the Agency to quote for the item of works as per the standards. If the bidder have any clarification related to specification of work should visit to the site of proposed work and get clarified with the Engineer In-Charge and to quote proper and competitive tender. Tenders not fulfilling any of the conditions prescribed or which are incomplete will be summarily rejected.
- 11) The works shall be carried out as per the direction of Engineer In-Charge.
- 12) The lowest bidder who is awarded the work should complete and hand over the works to Engineer In-Charge within the duration of completion. If the Agency could not able to complete the work in the specified period above, he should give it in writing three days before the date of completion of work, mentioning the reason for

delay in completion and asking for extension of time for completion of work, to avoid the liquidated damages for delay in completion (see clause 8 above)

- 13) If the brand / make specified are unavailable and not likely to be available over a reasonable period of time in the market. It is the responsibility of the bidder to give such proof on unavailability of brand / make and request NIEPMD for alternate arrangement of materials / brand.
- 14) No labour shall be provided to stay inside the campus.
- 15) All debris obtained from dismantling the existing structure should be removed from site of work before starting of work.
- 16) The Director, NIEPMD reserves the right reject any or all the tenders or to accept them in part without assigning any reason thereof.
- 17) **The tenderer shall quote rates both in figures and words failing which tender may be liable for rejection.** He shall also workout the amount for each item of work and writes in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him the following procedure shall be followed
- 18) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer in words shall be taken as correct.

When the amount of an item is not worked out by the tenderer or it does not correspond with rate written either in figure or in words, the rate quoted by the tenderer in words shall be taken as correct

19) **Security Deposit:**

The total security deposits which include the E.M.D. along with the subsequent deduction will be limited to a ceiling of 5% of the total value of contract.

- 20) All the items as mentioned in the tender shall comply with all statutory regulation, Standards as amended on time to time.

21) **Refunding Security Deposit:**

100% Security Deposits will be refunded after the expiry of the maintenance & Defects Liability Periods. The performance guarantee shall be refunded to the Agency on completion of work and after issue of virtual completion certificate.

22) **No Interest on Deposits / Retention Money:**

Earnest Money / Retention Money will bear no interest whatsoever until the date of their releases.

23) **Arbitration / Disputes:**In the event of any dispute, differences, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an appointed by the Director, NIEPMD.

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made their under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

24) Earnest money will be forfeited if the Agency fails to commence the work as per letter of award.

25) Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alternations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, the same should be brought separately in the covering letter and submitted along with the tender.

26) **Measurement & Payment:**

The construction committee for the NIEPMD project shall recommend the payment as per the norms.

27) If any Agency is not successfully discharging their contractual obligations against the order/contract placed on them by NIEPMD within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIEPMD reserves the right to suspend such Agency from their participation in future tenders of NIEPMD for a minimum period of one year.

Yours Faithfully

Sd/-

**(Dr.Himangshu Das)**  
**Director**