



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769 008, ORISSA

Advertised/Limited Tender Enquiry

Department : COMPUTER CENTER

Enquiry No: NITR/CC/HOD/2010/L/570

Date: 28/07/2011

Important Dates

| |
|----|
| To |
|----|

| Event | Date | Time |
|--------------------------------------|-----------------|----------------|
| Pre-bid Conference | NA | NA |
| Last Date of submission of quotation | 18.08.11 | 3.00 pm |
| Quotation Opening date | 18.08.11 | 3.30 pm |

Dear Sir,

We intend to purchase hardware and services specified here and invite quotations in accordance with the terms and conditions detailed in the bid document. If you are interested, kindly send your offer with prices and complete terms within the time mentioned above.

Please send your quotation to:

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|--|
| Head, Department of Computer Center Attn.: Prof. S. K. Patra NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ORISSA eMail: skpatra@nitrkl.ac.in |
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Yours sincerely,

Prof. S. K. Patra
Head, Computer Center

Encl :

- (1) Schedule of requirement, specifications, dates etc.
- (2) Bid document containing detail terms and conditions.

1. Schedule of requirements

| Sl. No. | Description of Goods/Service | Quantity |
|---------|---|--------------------------------------|
| 1. | Passive networking hardware (as per <i>annexure-A</i>) Installation of above in form of service (as per <i>annexure-B</i>) | As detailed in <i>annexure-A / B</i> |

2. Specifications and allied Technical Details

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|--|
| As attached in <i>annexure-A & B</i> |
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3. Format of Quotation (tick appropriate box)

It is a single bid; please give all technical specifications and price bid in one envelope.

OR

It is a two-part bid with separate techno-commercial and price bids.

4. The bid envelope should be super-scribed with

| |
|---|
| Bid for “Supplying & Installing Passive Networking Hardware Components” with vide Enquiry No. <u>NITR/CC/HOD/2010/L/570</u> dated <u>28.07.11</u> |
|---|

5. Quotations should be valid for a period of 60 days from the closing date of the bid.

6. Some important dates:

- | | | |
|---|-----------------------|------------------|
| i. Pre-bid Conference: | NA | NA |
| ii. Last date for receipt of quotation: | Date: 18.08.11 | Time: 03.00 P.M. |
| iii. Opening of techno-commercial bid: | Date: 18.08.11 | Time: 03.30 P.M. |
| iv. Opening of Financial bid: | Date: 18.08.11 | Time: 04.00 P.M. |

7. **Warranty:** As detailed in annexure A / B
- 8 **Excise Duty/VAT/CST/Entry/Service Tax:** VAT on supply of materials and service tax on service part.
9. **Bid Security : Rs. 50,000/-** (This will be paid inform of DD)
10. **Performance Security : one lakh** (pl. refer 2.2 for detail)
11. Please go through the enclosed “bid document” carefully for other bidding instructions.
- 12(a) Please send your quotations by Registered/Speed Post or Courier Service to:

Head, Computer Center
Attention: Prof. S. K. Patra
National Institute of Technology, Rourkela – 769 008

OR (b) drop the quotation in the Tender Box kept in the office of the Department during the normal working hours of the Institute. Please do not hand over the quotation to any person by hand.

13. For technical details, you may contact

Prof. S. K. Patra
Head, Computer Center
National Institute of Technology, Rourkela – 769 008
Phone: 0661 – 2462457, 9437221578 (M)
Fax: 0661 – 2462457
E-mail: skpatra@nitrkl.ac.in



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA 769008 (ORISSA)**

Proposals (technical and financial) are invited in the shape of two bid system i.e. (Technical & Commercial) from reputed Indian firms/Agencies/Govt. licensed firms to provide different services for supply and installation of passive network connectivity hardware to different buildings at NIT, Rourkela. Sealed proposal should reach the undersigned by the last date mentioned in tender enquiry.

Kindly frame your proposal in two parts: technical bid and financial bid. Both should contain bid for providing passive network connectivity hardware and service. Both proposals should be clearly marked and individually sealed. The two sealed proposals should be sealed in a larger envelope. The outer envelope should be superscripted with “Bid for Supplying & Installing Passive Networking Hardware Components” and address it to “Head, Computer Center, NIT Rourkela, Orissa Pin- 769 008”. The quotation can be sent to the Institute by speed post or hand delivered before the time of tender opening. Important venues and dates are mentioned at the end.

BID DOCUMENT

1. Instructions to the bidders

- 1.1 Sealed bids are invited on behalf of the Director, National Institute of Technology (NIT), Rourkela – 769 008, Orissa, from the intending bidders for supply & installation of passive networking hardware components for the Institute as detailed in the enquiry letter.
- 1.2 **Eligibility of Bidders:**
 - a. Three orders for supply of passive network equipment worth 20 lakh each.
 - b. Three orders for networking services order worth 20 lakh each.
 - c. At least one order of the each of the above should have been executed in year 2010 / 2011.
 - d. The bidder’s annual sales and service turnover should be at least Rs. 5 Crore (Rupees five Crore) in each last three years. Attach documentary evidence (audited balance sheet) for confirmation regarding turnover. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- 1.3 The bidders should quote their offer/rates in clear terms without ambiguity.
- 1.4 The rates should be quoted both in figures and words and legibly written without any over-writings. In case of any correction, the same must be attested by the bidder with full signature. However, no over-writing is permissible. Manufacturer’s price-list, where applicable, should be submitted along with the bid.

Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner: -

- (i) If there is a discrepancy between the unit price and the total price the unit price shall prevail and the total price will be corrected accordingly.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.
- 1.5 The last date for receipt of the bid is marked in the enquiry. In case the above date is declared a holiday for NIT, Rourkela, then the bids will be received up to the appointed time on the next working day.
- 1.6 There may be a pre-bid conference in the office of the Department as per schedule given under at the top of the document. NIT, Rourkela for clarifying issues and clearing doubts, if any, about the specification and other allied technical details of the plant, equipment and machinery projected in the bidding document. The prospecting bidders may attend this pre-bid conference at the appointed date, time and place. In case the said date is declared a holiday for the NIT, Rourkela, the pre-bid conference shall be held at the appointed time and place on the next working day.
- 1.7 Bidders are advised to see the website for any modification to the tender.
- 1.8 The bids may be sent by registered or speed post or by courier service, so as to reach the concerned department before the last date of receipt, or alternatively, be dropped in the tender box kept at the Department office. The name of the Department is mentioned in the Enquiry.
- 1.9 The bidder may modify their bids before the last date appointed for receipt of the bids by sending an amendment to the bid. No bid shall be modified after the deadline for receipt of the bids.
- 1.10 If a prospective bidder requires any clarification in regard to the bidding documents, he may contact to Head, Computer Center
- 1.11 Bids received after the deadline of receipt indicated in point 6 of tender enquiry, shall not be taken in to consideration.
- 1.12 Each bidder shall submit only one bid. A bidder, who submits more than one bid, shall be disqualified and considered non-responsive.
- 1.13 The cover containing the bid must be sealed and super-scribed "**Bid for Supplying & Installing Passive Networking Hardware Components**" vide No.

NITR/CC/HOD/2010/L/570 dated 28.07.2011 as given under item 4 of the enquiry.

- 1.14 The bidder has to sign in full at all pages of the bidding document.
- 1.15 **Tender Opening:** The authorized personnel from the company may be present at the tender technical bid opening with the valid authorization letter. The technically qualified bidders will be informed after which Commercial Bid opening will be done and finalized on same day. The selected vendor shall be responsible for total system integration and management wherever applicable.
- 1.16 **Submission of offer**
- (i) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail. The Excise Duty, Sales Tax, VAT, Service Tax etc. as applicable on educational institutions which are not meant for profit should be quoted separately, failing which, the Institute shall have no liability to pay these charges and the liability shall be that of the firm.
 - (ii) In the Commercial Bid, the prices and other information like discounts etc., shall be written both in Words and Figures without any discrepancy.
 - (iii) Each page of the offer shall be numbered and bear the signature of the firm at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any corrections should be properly authenticated.
 - (iv) The offers should be addressed to the **Prof. S. K. Patra, Head, Computer Center, NIT, Rourkela-769008** giving indication that it contains the tender under sealed cover.
 - (v) The first cover shall be superscripted "**Bid for Supplying & Installing Passive Networking Hardware Components (Technical Bid)**". This cover will have:
 - a. Covering Letter from Bidder (from all the collaborating consortium partners, as applicable).
 - b. Copy of Certificates / P.O. with proof of having executed similar projects.
 - c. Copy of Income Tax Returns / Clearance Certificate for last three years
 - d. Document related to turn over of company.
 - e. Bidders must submit a declaration on their letter head that all mentioned facts are true and they are not black listed in any Govt. body, undertaking, PSU or autonomous bodies. If the declaration found false their offer will be outrightly rejected and their EMD amount will be forfeited.
 - f. All other relevant documents of this tender (excluding commercial only) should be included in this envelope.
 - (vi) The second cover shall be superscripted, "**Bid for Supplying & Installing Passive Networking Hardware Components (Commercial Bid)**". **The commercial bid should contain item wise rates for the service.** The commercial bid should essentially contain covering letter from the bidder.
 - (vii) Both technical and commercial bid documents should be submitted in an organized and structured manner. No loose brochures/leaflets etc. should be submitted. Both these covers should be sealed separately and put in an outer cover, which is also sealed and addressed to **Prof. S. K. Patra, Head, Computer**

Center, NIT, Rourkela-769008 giving indication that it contains the tender document as stated above.

1.17 **Evaluation of offer**

- (i) Evaluation of the offer is made in two stages, viz. Technical Bid Evaluation and Commercial Bid Evaluation. The techno-commercial proposal will be examined by a committee appointed by Director. The date and time for technical evaluation will be on 18.08.2011 at 03.30 p.m.
- (ii) Financial bid of technically qualified bidders will only be opened. The date and time for financial evaluation will be on 18.08.2011 at 04.00 p.m.
- (iii) Firms may nominate their representative to participate in the technical & commercial bid evaluation.
- (iv) Any attempt by any Vendor to bring influence or pressure of any kind may disqualify their bid for the present tender and the Vendor may be liable to be debarred from bidding.
- (v) The Institute shall have no obligation to convey reason for rejection of any bid. It shall be open for the Institute to reject even the lowest bidder in the interest of the Institute and no reasons need be given therefore.
- (vi) **Institute will sign a contract agreement with the L1 firm. Financial bid evaluation will be done based on quantities mentioned against each item.**

1.18 **Technical Evaluation Parameters:** The Vendor shall provide the following information with the bid to provide background information on vendor to Tender Committee. Evaluation will be made based on following:-

- a. Similar jobs executed as described here in Schedule of Requirements during last three years.
- b. Delivery period from the date of placement of the Purchase Order.
- c. Quality of service offered.
- d. After warranty maintenance (annual).
- e. Competency of the firm for the category of service/supply
- f. Any other points may deemed fit by the committee at time of technical evaluation of bid documents.
- g. Decision of the Institute on competence of company and quality of technical bid will be binding.

2. Commercial or Legal Conditions of the bid

- 2.1 **The rates quoted for hardware should be inclusive of excise duty, custom duty, VAT as applicable. Only entry tax can be charged extra. For service part service tax will be charged extra.** In case these charges are quoted extra in addition to the quoted rates, the amount thereof or advalorem rate must be specified.
- 2.2 **Performance Security:** The successful bidder has to furnish “**Performance Security**” of **Rs. 1 lakh as performance security deposit after finalization of order.** This should be drawn in favor of NIT, Rourkela in the form of bank draft or demand draft or bank guarantee from a nationalized bank payable at Rourkela.
- 2.3 **Penalty for delay in commissioning:** **All the materials mentioned in Annexure-A should be delivered within 60 days from date of PO/WO.**

Any unjustified and unacceptable delay in delivery beyond the delivery schedule shall render the vendor liable for liquidated damages by way of penalty at the rate of 1.5% (one and one half percent) per week subject to a maximum of TEN weeks and thereafter the Institute holds the option for cancellation of the order of pending supply and may procure the same from any other vendor and invoke the Bank Guarantee of the vendor. The Institute may deduct such sum from any money in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract.

2.4 Conditional discount, if any, offered by the bidder shall not be considered at the time of evaluation.

2.5 The bidder has to furnish up to date VAT and Income Tax Clearance Certificate along with the bid.

2.6 **Payment Terms**

- (i) **Payment for hardware can be made after receipt of materials in good condition. Payment for service can be made in form of running bill submitted at end of every quarter.**
- (ii) **NIT, Rourkela will sign a rate contract with 3 years validity. The work details are expected to spread over 3 years. For the second and third year of the contract, NIT, Rourkela will pay 105% and 110% of order charges respectively. The time related to above will be counted from date of PO/WO is placed and not from the date of supply or invoice.**

2.7 **Effect and validity of offer**

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the firm shall have no cause of action or claim, against the Institute for rejection of their offer. The Institute reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the firm shall have no claim in that regard against the Institute.
- (b) **The offer shall be valid for minimum period of 60 days from the date fixed of opening of tenders.**
- (c) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. In case of alterations, if any, in the tender bid shall be attested properly by the firm, failing which the tender is liable to be rejected.
- (d) The Institute shall not be responsible for any delay in submission of the tender bids. The offers submitted by telex/telegram/fax/photocopy or email or unsigned tenders would not be considered as a valid offer and not considered. No further correspondence will be entertained on this matter.
- (e) In the event, the vendor's company or concerned division of the company is taken over/merged into another company, all the obligations under the

agreement with the Institute shall be passed on to the new company/division for compliance by the new company on the negotiations.

(f) The Registration Nos. / PAN No. of the firm allotted by the Sales Tax / Service Tax /Income Tax authorities, shall invariably be given along with relevant documents.

(g) In case the Institute sees that the market rates have come down from the time when rates were finalised in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Institute, may ask the technically short listed vendors to requote the prices and the vendor shall be selected on the basis of procedure given earlier.

2.8 **Acceptance of tender:** The tender shall be processed as per standard procedures. The Institute, however, reserves the right to reject any tender without disclosing any reason. The Institute would not be under obligation to give any clarifications to those vendors whose tenders have been rejected, unless otherwise decided or covered under the provision of the Right to Information Act, 2005.

2.9 **Right to award the contract:** The Institute reserves the right to award the contract to any of the bidders irrespective of not being lowest or to change any of the terms taking into consideration of interest of the Institute and in this respect, the decision of the Institute shall be final.

2.10 **Arbitration:** In the event of any question, dispute or difference arising under these conditions 'Instructions' or in connection with this contract the same shall be referred to the arbitration of a sole arbitrator, to be appointed by Director, NIT, Rourkela or his nominee. The award of the arbitrator shall be final and binding on the parties to this contract. The arbitration shall be held at the NIT, Rourkela. The proceedings of arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereto, and both the parties to this contract shall bear the cost of arbitration equally. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

2.11 The bid document/resultant contract will be interpreted under Indian Laws.



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA 769008 (ORISSA)**

SCOPE OF WORK

1. General Instructions:

NIT, Rourkela invites tenders from authorized vendors (as mentioned in following tables) for supply of networking hardware materials following tables. Firms with minimum 3 years of experience supplying bulk amount of passive network components should apply for the tender.

2. Requirements

The following quantity is an estimate based on present forecast. The actual volumes may be higher or lower. The Institute shall not be liable for damages if the quantity changes.

Table-I

| List of passive networking components to be procured (make AMP/Systimax/Legrand) | | |
|---|--|-------------|
| Sl. No. | Item | Quantity |
| 1. | UTP CAT 6 cable (300 mtr per bundle) | 300 Bundles |
| 2. | Pigtail (SC-style pigtail 9/125 & 1.5 mtrs) | 150 nos |
| 3. | 12 port fiber 19” rack mount patch panel loaded with adapter plates (LIU-1U) | 10 nos |
| 4. | 24 port fiber 19” rack mount patch panel loaded with adapter plates (LIU-1U) | 10 nos |
| 5. | SC-LC SM Duplex FO Patch Cord (1 mtr) | 50 nos |
| 6. | SC-LC SM Duplex FO Patch Cord (3 mtr) | 100 nos |
| 7. | Patch Cord – 1m (cat 6) | 2000 nos |
| 8. | Patch Cord – 3m (cat 6) | 2000 nos |
| 9. | I/O with Face Plate | 2000 nos |
| 10. | UTP CAT 6 Patch Panel (24 ports) | 60 nos |
| 11. | UTP CAT 6 Patch Panel (48 ports) | 40 nos |
| 12. | Wire Manager | 50 nos |
| 13. | Hardware front panel | 25 pack |
| 14. | Fiber (SM) 12 Core (12 core FO cable, 9/125 SM OS2) | 5000 mtr |
| 15. | Back Box | 2000 nos |

Table-II

| List of Racks to be procured (make VALRACK, APW) | |
|---|----------|
| Item | Quantity |
| Rack – 24 U, 600 mm x 800 mm with FAN and PDU | 5 nos |
| Rack – 6 U, 600 mm x 600 mm | 30 nos |
| Rack – 12 U, 600 mm x 600 mm with FAN and PDU | 15 nos |

Note: Above items should have warrantee minimum 20 years. All materials quoted should be of one brand as mentioned in Table-I and Table -II



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA 769008 (ORISSA)**

SCOPE OF WORK

1. General Instructions

1. NIT, Rourkela invites tenders from authorized vendors for installation and execution of passive network connectivity components for institute computer networks. Firms with minimum 3 years of expertise in executing bulk amount of passive connectivity components and have sufficient certified engineers should apply for the tender.
2. Bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under the scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
3. The vendor has to receive the hardware as and when necessary during course of execution of work from Computer Center store and return the same to Computer Center, if the quantity received by the firm exceeds the quantities used during execution of work. **The payment for service provided for executing required quantity shall be paid on actual measurement basis and will be certified by Network Engineer of NIT, Rourkela.**
4. The installation of passive connectivity components shall be accepted by NIT, Rourkela only after successful testing.
5. Minor Repair/Refurnishing work owing to damage caused due to cabling or any other work related to this should be borne by the firm.
6. **The firm should mention the unit price as well as the total price for following service components for evaluation and future use.**

2. Requirements

| Sl. No. | List of Services to be Hired | Tentative Quantity |
|---------|---|--------------------|
| 1. | laying and labeling of UTP CAT 6 cable through concealed pipe, welding, wall cutting, drilling, finishing wall by cement plaster and painting etc. It includes supply & fixing of PVC Conduit | 80,000 mtrs |
| 2. | laying and labeling of UTP CAT 6 cable on wall through PVC pipe | |
| 3. | Fixing & Labeling of I/Os, Jack Panel, Switches for new connections | 1000 nos |
| 4. | Termination of Patch Panel | 80 nos |
| 5. | Termination of I/O | 1200 nos |
| 6. | UTP Testing with DTX analyzer (for each testing) | 1200 points |
| 7. | Fixing & laying of OFC Cable inclusive of supply & laying of HDPE pipe (ISI certified with 2" diameter) | 1200 mtrs |
| 8. | Excavation & back filing including supply of protection brick in 3 sides (Digging and Sand Filling) for FO cable laying with electronic route markers | 1000 mtrs |
| 9. | Fixing & installation of LIU | 15 nos |
| 10. | Splicing of Pigtail | 300 nos |
| 11. | OTDR Testing for FOC | 1200 mtr |

| | | |
|-----|--|--------|
| 12. | Documentation per Site (on Paper and CD) | |
| 13. | Installing 24 U Rack (supplied by NIT) | 5 nos |
| 14. | Installing 12 U Rack (supplied by NIT) | 15 nos |
| 15. | Installing 6 U Rack (supplied by NIT) | 30 nos |

Above installations will be executed in following building

| Sl. No. | Building |
|---------|--|
| 1. | VS hall of residence |
| 2. | CV Raman hall of residence |
| 3. | New EE & EC Building |
| 4. | Biomedical and Biotechnology Engineering departmental building |
| 5. | Lecture Gallery Complex |
| 6. | Quarters |
| 7. | FO cable: inside institute campus |

3. Other Technical Conditions

New installation and integration with existing LAN setup includes but not limited to the following tentative work:

1. Indoor UTP Cable Laying through PVC Pipe including all materials
2. Installation of I/O /Crimping/Patch Panel/ Rack/ Switch and System Integration
3. Laying and termination of CAT6 UTP Cable. All cabling must be “structured”.
4. Network documentation (on Paper and CD)
5. All the floppy-disc., CD’s, operational manuals, stationery and similar accessories made available by the vendor would be handed over by the contractor to NIT after installation work is over.
6. Labeling of Cables, I/Os, Jack Panel, Switches for new connections
7. Repair/Refurnishing work owing to damage caused due to cabling or any other work related to this Project. There should not be any hanging or uncovered wire.
8. The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
9. The installation of equipments shall be accepted only after installation tests are over.
10. During installation of LAN bidder should ensure day-to-day functioning of official work and existing network setup/connectivity/internet connectivity should not get disrupted.
11. The bidders proposal shall include the list of tools (such as crimping tool, Krone punch tool) and other accessories, which are required for installation of the connection. No separate charges for fixing/crimping/other connection charges would be paid by NIT, Rourkela.
12. Scope of work shall also include
 - a. Powering on equipment after ensuring correctness of terminations interfaces and power supply and making the system ready for testing and commissioning.

- b. Testing of LAN Cables after laying, terminations and ferruling at both the ends. All testing tools and instruments shall be brought by the bidder and taken back after the testing.
 - c. Assistance for familiarization and operation of the installed system & services for 6 months after acceptance of system.
13. Services shall be in accordance with the stipulated technical specifications. Deviations from the specifications, if any, shall be clearly indicated along with explanations in a separate statement accompanying the quotation.
 14. The Institute may accept such specifications that ensure same or higher quality than the specification mentioned in the technical specifications.
 15. Compliance of terms with any deviation should be clearly indicated in remarks in separate deviation sheets.
 16. Passive connectivity is the responsibility of the firm. In case of any natural calamities or some other exigent circumstances, if any damage occurs to the property of the firm, the NIT, Rourkela will not be responsible for the same. The firm will take appropriate speedy measures for rectification under such circumstances
 17. The firm should have OEM certification for structured cabling work.

4. Safety Measures

- i. The vendor shall take all precautionary measures in order to ensure the safety of its personnel (representative, agent, subvendors or workmen) working in the campus while executing the work.
- ii. The vendor shall ensure and bear liability that unauthorised, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment do not occur.
- iii. The vendor shall assume all liability and give to the Institute the complete indemnity against all actions, suits, claims, demands, cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Institute properly sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time.
