



NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

TENDER DOCUMENT FOR ANNUAL REPAIR & MAINTENANCE CONTRACT OF BUILDINGS

NIFT (Name of the Centre)

Address of the campus

Time schedule for tender process:

Date of publication of tender notification on official website and News Papers	
Sale of tender document commence from	
Last date for Sale of tender document	
Last date for receipt of duly filled in tenders	
Date and Time of the opening Technical Bids	
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers only.

Note: This tender document contains pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.

INDEX

S.No	Particulars	Page No.
1.	Introduction	3
2.	Notice Inviting Tender	3
3.	Scope of Work	4
4.	Instructions to Tenderers	5
5.	Eligibility Criteria	6
6.	General Terms & Conditions	7
7.	Performa of Technical Bid	8
8.	Performa of Financial Bid	11
9.	Definitions and Interpretation	15
10.	Measurement	20
11.	Certificates & Payments	20
12.	Particular Conditions of Contract	22
13.	Additional Particular Conditions of the Contract	23
14.	Enclosure I : Complaint Registration Form	25
15.	Enclosure II: Maintenance Complaint Register	26
16.	Enclosure III: Form of Performance Security/ Bank Guarantee Bond	26
17.	Enclosure IV: Contract Agreement Format	28



1. INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 centers. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shillong and Srinagar.

One paragraph for the introduction of concerned NIFT Campus.

2. NOTICE INVITING TENDER

The NIFTCentre invites sealed tenders under "**TWO BID SYSTEM**" are invited for selection of an expert contractor for the purpose of providing annual repair & maintenance services for building at NIFT Centre.....address of the centre as per Scope of Work mentioned on page no.....of the tender document.

The details of the tender are given below:-

- a. Description of Services: selection of an expert contractor for the purpose of providing annual maintenance services for building at NIFT Centre.....
- b. Closing date & time for submission of bids:
- c. Date & time of opening of Bid:
 - i. Technical bid: (in presence of the tenderers or their authorized representatives.
 - ii. Financial bid : After evaluation of Technical Bid
 - iii. Bid validity upto: 30 days from the date of opening of financial bid
- d. Correspondence Address : Mr./ Ms.Director, National Institute of Fashion Technology, NIFT Campus,address of the Campus

"**TWO BIDS SYSTEM**" shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in sealed covers. Bids received shall be evaluated as per the Criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, tenderers are advised to submit their bids complete in all respects as per requirement of tender document specifying their



acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

Tender documents for Annual Repair and Maintenance works for building can be obtained from office of the Purchase Officer from..... to..... on all working days between 10 A.M. to 4 P.M. on payment of a non-refundable cost of Tender of Rs..... which shall be payable in the form of a Demand Draft drawn in favour ofNIFT – (Name of the Centre).

The tender document is not transferable to any other person . The tender document can also be downloaded from the NIFT’s official website www.nift.ac.in/name of the centre. The tenderer who have downloaded the tender document from the website should send a Demand Draft of Rs..... (non refundable) drawn in favour of National Institute of Fashion Technology (name of the Centre) towards the cost of tender document in Technical cum Financial Bid.

The tender fee and the EMD draft should be kept in the Technical Bid Cover. The Technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed as “Technical Bid” and “Financial Bid” respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as “for the purpose of providing annual repair & maintenance services for building at NIFT Centre”.

In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT:

- a. Name with designation, phone number and email id.
- b. Name with designation, phone number and email id.

3. SCOPE OF WORK

List of services to be provided by the eligible contractor under this tender document

is listed below:

- A. The agency will be responsible for Operation, Repair and Maintenance of following items of work:
- Internal and external Electrical works.
 - Water supply, Sanitary and Plumbing work.
 - Storm Drainage & Sewage Disposal work.
 - Building Repair and Maintenance of civil works.
 - Repair and Maintenance of internal roads.
 - Electrical substation, stabilizers, panels, etc.
 - Fire Fighting & Fire Alarm System.
 - DG sets, pumps, lifts, water filters etc.

- Air conditioning units consisting of
- a) Plant
- b) Split (i) Capacity
(ii) Capacity
- c) Window AC (i) Capacity
(ii) Capacity

B. The details of the project for which tenders are invited are as follows:-

- Nature of Facility - Office/institutional/educational
- Total plot area of complex - acres (approx.)
- Total area of buildings - Sqmt. (approx.)

4. INSTRUCTIONS TO THE TENDERERS:

The tenderers submitting their bid under this tender document are requested to strictly abide by the following instructions, failure to which may lead to rejection of tender document:

1. Bids shall be submitted in the prescribed format only.
2. The amount of earnest money deposit (EMD) shall be Rs..... (Rupees..... only) to be submitted in the form of Demand Draft drawn in favour of National Institute of Fashion Technology (name of the Centre) payable at (except for those who are exempted by NSIC certifications).
3. Tender form shall be complete in all respect. Incomplete tenders or tenders without E.M.D shall be treated as invalid and shall be liable for rejection.
4. Each and every page of the tender documents should bear the stamp of the tenderer and signature of the authorized representative. Format I & II enclosed shall be filled without exception.
5. The tenderer shall also enclose the latest Income Tax Clearance Certificate and proof of **Goods & Service Tax Registration** wherever applicable.
6. The rates for each and every item shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
7. The envelope containing the technical bid and the financial bid shall be sealed and shall bear the name of work and the name and address of the tenderer.
8. The site for the work is available and can be seen on any working day during office hours by contacting
9. The Competent Authority of NIFT, reserves the right to accept or reject any tender or all tenders without assigning any reason.
10. Conditional tender are liable to be rejected.



11. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
12. These instructions shall form part of the contract document.
13. The EMD of unsuccessful tenderers **will** be refunded within one month after the award of work to the successful tenderer. EMD of successful bidder will be converted into security deposit.
14. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes **(including Goods and Service Tax)**, duties and levies, insurance etc. no escalation of whatsoever nature shall be payable.
15. Duly filled tender documents shall be deposited by hand delivery on or before the due date and time specified in the tender notice. Such tenders may be dropped at office of NIFT at the following address:
.....
16. Tender document shall neither be sent nor received by post/courier.
17. **Tenders submitted after the due date shall not be considered for bidding and shall be rejected.**
18. Tender should be submitted in the prescribed tender documents obtained from the office of
19. The successful bidder is required to submit security deposit @ (including EMD) of annual value of the tender. The same will be returned after successful completion of the contract without any interest.
20. Any kind of malba/scrap arising out of maintenance work will be removed by the tenderer at his own cost and risk.
21. The tenderer will be responsible for timely deduction and deposit of ESIC/PF of the manpower deployed by tenderer at NIFT. The deposit challan must be submitted along with service bill of tenderer.
22. **The provision of Goods and Service Tax (GST) as applicable from time will be binding on the tenderer and proof of payment of GST will be provided by the tenderer along with their bill.**

5. ELIGIBILITY CRITERIA :

1. The tenderer should have the experience of at least 5 years as on -----(date)----- in works of similar nature.
2. The tenderers should have successfully completed the following work in the last 5 years:
 - (i) One similar work of value not less than rupee.....
(Equals to 80% the value of work to be executed)
 - (ii) Two similar works of value not less than rupee.....



(Equals to 50% of the value of work to be executed)

(iii) Three similar works of value not less than

(Equals to 40% of the value of work to be executed)

3. The tenderer should have minimum in-house manpower to cover requirements of Formats III (A) and (B). The Contractor shall provide qualified and experienced technical staff on site of work in connection with the Repair and Maintenance of the Works and the remedying of any defects therein. The minimum staff shall be as per description of work mentioned in Bill of Quantities.
4. Average Annual financial turnover during the last 3 financial years should be at least 30% of the value of work to be executed (copies of audited balance sheets attested by CA to be submitted).

6. GENERAL TERMS AND CONDITIONS:

A. Submission of bids: proposals should be submitted in two separate envelopes namely, 'Technical Bid' (Part A) and Financial Bid' (Part B). The technical and financial bids duly sealed in separate envelopes must be kept inside a single third envelop and clearly super scribed as "Annual Repair and Maintenance Work of The envelope should be clearly marked as 'Technical Bid' (Envelop-I) and 'Financial Bid' (Envelop-II). This third envelop shall also contain the EMD.

B. Evaluation of Technical Bids: Bids received and found valid will be evaluated by the NIFT to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by the NIFT in prescribed formats.

- (a) Firm's relevant experience and strength - Profile of agency, registration details, experience of similar works, annual turnover, total manpower employed.
- (b) Qualification/Related experience.

C. Financial Bid:The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who choose to attend the opening of financial bid. Minimum two-day notice will be given to tenderer for this purpose.

D. Award of work:

- (i) The selection of the agency will be at the sole discretion of the NIFT who reserves its right to accept or reject any or the all proposals without assigning any reason.

(ii) The contract for the Annual Repairs and Maintenance shall be awarded to the qualified responsive tenderer who has quoted lowest.

(iii) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

7. PERFORMA OF TECHNICAL BID

PART A: Brief Description of the Tenderer

1.	NAME OF TENDERING COMPANY/ FIRM	
2.	NAME OF OWNER / PARTNERS / DIRECTORS	
3.	FULL PARTICULARS OF OFFICE	
(a)	ADDRESS	
(b)	TELEPHONE NO.	
(c)	FAX NO.	
(d)	E-MAIL ADDRESS	
4.	REGISTRATION DETAILS:	
	(a) PAN / GIR NO.	
	(b) GOODS & SERVICE TAX REGISTRATION NO.	
	(c) ESI & E.P.F. REGISTRATION NO.	
	(d) VAT/CST No.	
5.	DETAILS OF EARNEST MONEY DEPOSIT	
(a)	AMOUNT (RS.)	
(b)	D.D. /P.O. NO. AND DATE	
(c)	DRAWN ON BANK	
(d)	VALID UPTO	
6.	TURNOVER OF THE TENDERER DURING	

(a)	2010-11	- Rs.	
(b)	2011-12	- Rs.	
(c)	2012-13	- Rs.	

Details of existing staff

S.No.	Name	Qualification	Designation	Place of posting	ESI No.	P.F. No.

Note:-

- Provide documents in support of the details provided in above format, failing which the authenticity of the information may not be accepted.

PART B: Experience of the Tenderer

(Experience of relevant and similar work of annual repair & maintenance, operation & maintenance of electrical & mechanical equipments (DG sets, pumps, transformers, panels etc.) and repair works in the buildings completed during last three years preceding March, 2014 and on-going works. Separate sheet for each work may be used).

S.No.	Name & address of the organization	Value of contract	Duration of contract	
			From	To

Note:-

- (a) Supporting documents like copies of work orders, completion certificates and performance certificates from the client in support of each of the above projects to be furnished.
- (b) List of clients including PSUs mentioning the period of contract and value thereof.
- (c) Any other information.

PART C: Manpower Deployment Schedule

A. The following manpower is to be deployed in daily shifts as mentioned against each:

S.No.	Category	Nos.	Shift Details	Remarks
1.	Supervisor			
2.	Plumber			
3.	Electrician			
4.	Carpenter			
5.	Mason			
6.			

B. The following manpower shall be available on call with 24 hours notice:

S.No.	Category	Monthly expected deployment	Remarks
1.	Un-skilled labour (for misc. jobs)		
2.	Sewerman		
3.		
4.		
5.		

Note:-

1. Only licensed / certified electricians / operators shall be deployed. Preferably the other skilled worker deployed shall also be licensed / certified. License of



electricians to be enclosed. Other certificates of technical qualification also to be enclosed.

2. All the above staff of the contract shall wear uniform and badges identifying their category and name in English and local language.

8. PERFORMA OF FINANCIAL BID

Name of work:

ABSTRACT OF COST

A. Supply of Services of Workers in shifts as per Schedule Format III A.

S.No.	Description of Items	Unit	Rate	Amount (Rs.)
1.	Maintaining the office/ institutional buildings etc. in the campus of NIFT and attending to Repair & Maintenance work with the above maintenance staff with all required helpers tools and plants in attendance as per format III A.	One month <i>(Lumpsum)</i>		
	Total			
Total Amount (in words)				

Note:-

1. The Contractor shall maintain an inventory and use common materials (Screw, nails, washers, internal fittings of taps, valves, tanks, etc., plumbing thread, safeda, clamps, hooks, cement, patch repair, etc.) plum which are required for the work the cost of repair of existing fittings and cost of new materials will be paid on actuals included in the above item.
2. The above rates shall include the cost of any assistance of unskilled / semiskilled persons require by the skilled workers.
3. In case of absence of any of the above mentioned workers without providing suitable replacement, an amount of Rs.500/- per day shall be recovered as liquidated damages per person per day of absence.

B. The following manpower shall be available on call with 24 hours' notice:

S. No.	Category	Monthly expected deployment (to be filled by NIFT)	Rate	Amount	Remarks
1.	Un-skilled labour (for misc. jobs)				
2.	Sewerman				
3.					
4.					
5.					

Note:

1. Payment shall be made for the actual days of employment.
2. The workers in addition to list in format III B shall be available on call with 24 hours at the rates mentioned against each.

C. BILL OF QUANTITIES- Measurable items

i) Items of works (columns 1 to 4 to be filled by NIFT)

S.No.	ITEM OF WORK	UNIT	QTY.	RATE	AMOUNT
1.	2.	3.	4.	5.	6.

Note:

1. Payment shall be made for actual quantities executed at the contract rate.
2. The work shall be carried out as per the enclosed programme.
3. The employer may at his sole discretion extend the time for completion on submission of full justification by the contractors.

4. If the contractor fails to complete the work in time, liquidated damages @ 1.25% of the total value of work under measurable items of work above shall be recovered subject to a maximum of 5% of the above total values.

D. Items of material supplied for use by labour in Format III (columns 1 to 4 to be filled by NIFT)

S. No.	ITEM OF SUPPLY	UNIT	QTY.	RATE	AMOUNT
1.	2.	3.	4.	5.	6.

Note:

1. Payment shall be made for actual quantities executed at the contract rate.
2. Any item of work/ supply not covered above shall be treated as a variation. The rates shall be worked out mutually based on CPWD norms and market rates.
3. On failure to reach an Agreement, the NIFT Engineer's decision shall be final and binding on both sides.

E. LUMPSUM ITEMS (columns 1 to 4 to be filled by NIFT)

S.No.	ITEM OF SUPPLY	UNIT	QTY.	RATE	AMOUNT
1.	2.	3.	4.	5.	6.
1.	Running and maintenance of window / split Air Conditioners /package / Central Air conditioning systems consisting of.....	Nos.			
2.	Running and maintenance of Fire Fighting and Fire Alarm System consisting of	Nos.			
3.	Running and maintenance of lifts consisting of	Lumpsum			

4.					
5.					

9. DEFINITIONS AND INTERPRETATION:

A. Definitions:

- a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- i) “Employer” means the NIFT and the legal successors in title to NIFT.
 - ii) “Engineer” means the person appointed by NIFT to act as Engineer for the purposes of the Contract.
 - iii) “Contractor” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- b) (i) “Contract” means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the letter of Acceptance or Contract Agreement (if completed).
- (ii) “Specification” means the specification of the Works included in the Contract and any modification thereof.
- (iii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, models, Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (iv) “Bill of Quantities” means the priced and completed bill of quantities forming part of the tender.
- (v) “Tender” means the Contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (vi) “Letter of Acceptance” means the formal acceptance of the tender by NIFT.
- (vii) “Contract Agreement” means the contract agreement (if any) referred to in SubClause.
- (viii) “Appendix to Tender” means the appendix comprised in the form of Tender
- c) (i) “**Commencement Date**” means the date upon which the Contractor receives the notice to commence the works.



- (ii) **“Time for completion”** means the time period for which the contract of Repair & operation and Maintenance has been awarded by the employer to the contractor.
- d) **“Taking over Certificate”** means a certificate issued by employer evidencing successful completion of the awarded work.
- e) i) **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
ii) **“Retention Money”** means the aggregate of all monies retained by the Employer.
- f) i) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
ii) **“Site”** means the places provided by the Employer for Repair and Maintenance of NIFT Campus.
iii) **“Cost”** means all expenditure properly incurred or to be incurred, whether on or off the site, including overhead and other charges but does not include any allowance for profit.
- B. Engineers Duties and Authority:** The Engineer shall carry out the duties specified in the Contract.
- C. Custody and Supply of Drawings and Documents:** The Drawings shall remain in the sole custody of the employer/Engineer, but copies as required thereof as per availability in the record shall be provided to the Contractor free solely for the purpose of this contract.
- D. Sufficiency of Tender:** The Contractor shall be deemed to have based his Tender on the data made available by the employer and on his own inspection and examination of this site conditions.
- E. Contractor’s Employees :** The Contractor shall provide on the site qualified and experienced technical staff in connection with the Repair and Maintenance of the Works and the remedying of any defects therein. The minimum staff shall be as per description of work mentioned in BOQ and format-III.
- F. Engineer at Liberty to object:** The Engineer shall be at liberty to object to and request the contractor to remove forthwith from the Works any person provided by the contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the works shall be replaced as soon as by a qualified person approved by the Engineers.
- G. Safety, Security and Protection of the Environment:** The Contractor shall, throughout the execution and completion of Works and the remedying of any

defects therein:

- i) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for safety and convenience to the public or others, and
- iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.

H. Damage to Persons and Property :The sole responsibility lies with the contractor of the persons employed by his agency/firm against all losses and claims in respect of:

- (a) Death of or injury to any person, or
- (b) Loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respects thereof.

I. Accident or injury to Workmen: The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

NIFT shall not be liable for or in respect of any damages or compensation payable to any workman under Compensation – Act for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the NIFT against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

J. Evidence and Terms of Insurance: The Contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Engineer/Employer as soon as practicable after the respective insurance has been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.



- K. Compliance with Statutes, Regulations:** The Contractor shall confirm in all respects, including by the giving of all notices and the paying of all fees, with the provision of:
- (a) Any National or State statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
 - (b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
 - (c) Any changes required for approval due to revision of the local laws.
- L. Time for Completion:** The repair and Maintenance work shall be for a period of _____ year or as mentioned in the letter of commencement and shall start from the date of issue of letter to commencement and shall stand terminated after the expiry of _____ year or for the period as stipulated in the accepted contract agreement. The Repair and Maintenance contract may be extended on the written mutual consent of both NIFT and Contractor for a further period of _____ year. However, NIFT reserves the right to terminate the Repair and Maintenance contract by giving 15 day's as notice period at any time during the currency of the contract if the services of the agency are not found satisfactory as per the opinion of NIFT or his representative for which, no claims or compensation shall be entertained by the NIFT.
- M. Extension of Time for Completion:** The Repair and Maintenance contract may be extended on the written mutual consent of both NIFT and Contractor for a further period of one year. However, NIFT reserves the right to terminate the Repair and Repair and Maintenance contract by giving notice period of 15 day's at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative.
- N. Defect Identification and its rectifications:** The Contractor shall immediately attend the defects and complaints noticed at site. The Contractor shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and its immediate rectification so, that services are not affected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

Defect Liability period shall be 12 months from the date of the completion of work under BOQ measurable works. The contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

- O. **Liquidated Damages of Delay:** If the Contractor fails to attend any complaint /defect in due course of time and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.
- P. **Contractor's Failure to Carry out Instructions:** In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all the costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any payments due or to become due to the contractor.
- Q. **Instructions of Variations:** Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim any extra cost.

10. MEASUREMENT

Works to be measured for BOQ items

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the breakup of Lumpsum items and to decide the part rate for any particular item.

In case overtime working of staff under item no. 1 is required, specific instructions of the Engineer is to be obtained. Payment shall be made at applicable overtime rates.

Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract.

11. CERTIFICATES AND PAYMENTS

- A. Monthly Statements:** The Contractor shall submit a bill in 3 copies to the Engineer by 7th day of each month for the work executed up-to the end of previous month in tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:-
- i. Attendance sheet along-with salary certificates, wages sheets of all the workers and staffs deployed against item no. "A",
 - ii. Certified bills miscellaneous materials purchased under different heads against item no. "A" not covered in format III D,
 - iii. Details of defects/complaints attended and rectified within time,
 - iv. Details of complaints attended late,
 - v. Test certificates of materials used and tests carried out for quality control as required by the specifications and the Engineers.
- B. Deduction of Income Tax:** The amount to be deducted towards the advance income tax shall be at the rate applicable.
- C. Monthly Payments:** The Contractor shall submit monthly bill complete in all respects by the 7th day of each month. The Engineer shall clear the bill and certify due amounts for payment within 15 days.
- D. Performance Guarantee:** Within two weeks of award of work, the Contractor shall submit a Performance Security for proper performance of the Contract in the format enclosed as Enclosure III. The performance guarantee shall be valid for the duration of the contract period plus defect liability period.

The performance security can be encashed by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

- E. Correction of Certificates:** The Engineer at his discretion for any Interim Payment Certificate make any correction or modification in any previous Interim payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.
- F. Final Certificate:** Within 15 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the employer (with a copy to the Contractor) a final Certificate stating:
- The amount which, in the opinion of the Engineer, is finally due under the Contract , and
 - After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.
- G. Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

- H. Conciliation:** In the event of any dispute, the party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.
- I. Arbitration:** Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator to be appointed by NIFT. The work under the contract shall continue, during the Arbitration proceedings. The award of the Arbitrator shall be final, conclusive and binding on both the parties. The courts at.....shall have the exclusive jurisdiction in any case of any dispute between the parties.

12. PARTICULAR CONDITIONS OF CONTRACT:

- PWD/CPWD specifications shall be followed as the case may be. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- Complaints shall be made in the format (Enclosure-I).
- A complaint register (format at Enclosure) shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.
- Formats of Performance Guarantee and Contract Agreement are at Enclosure III and IV respectively.
- All Repair and Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 100 per event per hour shall be made from the subsequent payment certificate of the contractor.
- The Sewerman shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
- As the work will have to be carried out in building and area in use the contractor shall ensure:-
 - a) That the normal functioning of NIFT activity is not effected as far as possible.
 - b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - c) That all rubbish etc. is disposed off at the earliest and the place is left neat, proper clean and orderly at the end of each day's work.
 - d) The contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to NIFT property.
 - e) The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work.
 - f) When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - g) Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and laws in this regard shall be entirely that of the contractor.

13. ADDITIONAL PARTICULAR CONDITIONS OF CONTRACT

For the services to be operated and maintained by the Contractor for which lump-sum amounts have been quoted, the following shall apply:-

- a. **Operation and maintenance of AC plant:**The plant/Air-conditioners shall be taken over by the Contractor after recording the total no. of plants and equipments and Air Conditioners in each location and their make, model, running condition, etc. The same shall be maintained and run by the Contractor for the contract period providing all required inputs including gas filling, servicing, replacing all spares and defective Components etc. and including all operational staff and manpower for repairing etc. complete.

After completion of the maintenance period, the same shall be handed over back to NIFT in satisfactory working condition in which they were taken over, normal wear and tear accepted.

- b. **Fire Fighting and Alarm System:**The systems, equipments etc. shall be taken over recording the details of the firefighting and alarm system and their running conditions. During the maintenance period, the same shall be maintained by the Contractor providing all material, labour and T&P etc. required. The same shall be maintained to the satisfaction of the concerned statutory authorities and clearances obtained from them as per requirements. The system shall be handed over in satisfactory working conditions as it was taken over, normal wear and tear accepted.

- c. **Operation and maintenance of Sub-stations, Pumping systems and DG sets etc.:** All the above plant and equipments etc. shall be taken over after recording the complete details of make, date of manufacture etc. including their running conditions.

During the contract period, the same shall be operated and maintained by the contractor including supply of all spares, materials, labour, T&P etc. and including consumables like Engine, oil, transformer oil etc. complete. The maintenance and operation shall meet all the requirements of the concerned statutory authorities. At the end of the Contract Period, the equipment/system shall be handed over back to NIFT, in satisfactory working condition in which they were taken over, normal wear and tear accepted.

NOTE:

All breakdown/faults shall be attended to immediately and rectified promptly.

- Only genuine/original spare parts shall be used while carrying out the maintenance work.
- Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like compressor etc. is excluded from the scope of work and



shall be paid for on actuals. However, if the repairs/replacement arises out of the negligence of the Contractor or his staff, the same shall be carried out by the Contractor at his own cost. Prior approval of the Engineer is to be obtained for any such major repair/replacement.

- The Contractor shall depute qualified and experienced staff for running and maintenance of all the Systems/Equipments.
- The Contractor shall follow all instructions conveyed to him by the concerned NIFT officials regarding maintenance of the above.



Enclosure –I : COMPLAINT REGISTRATION FORM

Date

Time

Nature of complaint

Complainant: _____

Signature: _____

Complaint attended.

Date:

Time: _____ Form: _____ To: _____

Certified that the complaint has been satisfactorily attended.

Contractor:

Complainant:

Date:

*To be submitted along with running bills.

Enclosure –II: MAINTENANCE COMPLAINT REGISTER

S.No.	Date & Time	Complainant	Nature of complaint	Complaint attended Date & Time	Remarks	Signature of Contractor

Enclosure III: FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the NIFT having agreed under the terms and conditions of the Agreement No. ____ dated _____ made between NIFT and Second Party (herein called the said Construction Agency _____ for the work _____ hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred as to “the Bank” hereby (Indicate the name of the bank undertake to pay to the NIFT an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the NIFT.

2. We _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the NIFT stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the NIFT any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in



any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under the bond shall be a valid discharge of a liability for payment thereunder and the Second Party shall have no claim against us making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the NIFT under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the NIFT certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the NIFT that. The NIFT shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIFT against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor for any forbearance, act of omission on the part of the NIFT or any indulgence by the NIFT to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
7. We..... lastly undertake not to revoke the guarantee except with the previous consent of the NIFT in writing.
8. This guarantee shall be valid up to _____. Unless extended on demand by NIFT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated.the Day of
..... For (Indicate the name of bank).



Enclosure – IV: CONTRACT AGREEMENT FORMAT

This CONTRACT (hereinafter called the “Contract”) is made the day of the month of, 2012 between National Institute of Fashion Technology,, on the one hand (hereinafter called the Employer) and on the other hand (hereinafter called the Contractor).

Whereas

- a. the Client has accepted the offer of the Contractor to provide certain services for maintenance of
- b. the Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

1.	Notice inviting tender & instructions to tenderers	Annexure ‘A’
2.	General conditions of contract	Annexure ‘B’
3.	Particular conditions of contract along with enclosure I, II, III & IV	Annexure ‘C’

2. The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the contract, in particular:

- a. The contractor shall carry out the services in accordance with the provisions of the contract; and
- b. The Client shall make payments to the contractor in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[CLIENT]

National Institute of fashion Technology,



Witness: 1.....
2.....

FOR AND ON BEHALF OF
[CONTRACTOR]

Witness: 1.....
2.....

To be added:

2. Tender document fee (non – refundable)
- 3.
- 4.