



# **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 Cost – Rs300/-**

# **TENDER DOCUMENT FOR MAN POWER SERVICES NIFT KANNUR**

NIFT Campus, Dharmasala, Mangattuparamba,  
Kannur, Kerala. Pin - 670 562

12169(2)/NIFT/KNR/ADMN/MPS/2017 DATED: 18.01.2017

<b>Time schedule for tender process:</b>	
Sale of tender document commence from	24.01.2018 (10.00 hours)
Last date for Sale of tender document	16.02.2018 (12.00 hours)
Last date for receipt of duly filled in tenders – On line	16.02.2018 (17.00 hours)
Receipt of hard copy (filed online) along with documents	17.02.2018 (14.00 hours)
Date and Time of the opening Technical Bids	17.02.2018 (15.00 hours)
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

*Note: This tender document contains 20pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.*



**INDEX**

<b>S. No</b>	<b>Particulars</b>	<b>Page No.</b>
1.	Introduction	3
2.	Notice Inviting Tender	3
3.	Submission of Bid through e-portal	4-5
4.	General Terms and Conditions	6-10
5.	Arbitration	10
6.	Security Deposit	11
7.	Duration	11
8.	Scope of Work	12
9.	Penalty	13
10.	Performa of Undertaking & Acceptance Letter	13
11.	Performa of Technical Bid (Annexure –I)	14-15
12.	Check List (Annexure –II)	16
13.	Performa of Financial Bid (Annexure –III)	17



## 1. **INTRODUCTION:**

- 1.1 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, Raibareli, Shillong and Srinagar.
- 1.2 NIFT, Kannur centre was established in the year 2008 with undergraduate and post graduate programmes. NIFT, Kannur invites online tender from interested agencies with all necessary statutory registrations, having experience in providing “MAN POWER SERVICE AT NIFT KANNUR” having experience at least 3 years in the same field.

## 2. **NOTICE INVITING TENDER:**

- 2.1 NIFT KANNUR Centre invites sealed tenders through e-portal under "**TWO BIDS SYSTEM**" for selection of an expert agency for the purpose of hiring Man Power service at the Campus. 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, bidders 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.
- 2.2 Closing date (online) **16.02.2018 17.00 hours** & time for submission of bids (hard copies): **17.02.2018 14.00 hours**
- 2.3 Date & time of opening of Bid:
- Technical bid: **17.02.2018 15.00 hours** (in presence of the tenderers or their authorized representatives.
  - Financial bid : After evaluation of Technical Bid
  - Bid validity upto: **120 days** from the date of opening of financial bid
  - Correspondence Address: Dr. N. Elangovan, Director, National Institute of Fashion Technology, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562
    - Cost of Tender form: **Rs300/-** (Non-refundable)
    - Earnest Money Deposit : **Rs20,000/-**
    - Commencing date of Tender: **24.01.2018**
    - Last date of Submission(online): **16.02.2018 up to 17.00 hour**
    - Date of opening of Tender (Technical Bid): **17.02.2018 at 15.00 hour**



### 3. **SUBMISSION OF BIDS :**

- 3.1 Tender documents for Hiring of Man Power Services can be obtained from office of the Purchase Officer from **24.01.2018, 10 hours to 16.02.2018 upto 12.00 hours** on all working days. on payment of a non-refundable cost of Tender of **Rs300/-** which shall be payable in the form of a Demand Draft drawn in favour of **NIFT KANNUR** payable at **KANNUR**.
- 3.2 The tender document is not transferable to any other person. The tenderers who have downloaded the tender document from the website should send a Demand Draft of **Rs300/-** (non-refundable) drawn in favour of NIFT KANNUR payable at KANNUR towards the cost of tender document in Technical cum Financial Bid.
- 3.3 Applications to this tender will be accepted only through the online mode through the website <https://nifttenders.eproc.in>. No other mode of application will be considered & application will not be accepted.
- 3.4 The interested Agency should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their Technical & Financial Bids – all duly signed – on the <https://nifttenders.eproc.in> from **24.01.2018, 10 hours to 16.02.2018 upto 17.00 hours**. Tender documents is also available for viewing on the “tenders” link of the NIFT Portal & NIFT website i.e. <https://nifttenders.eproc.in> & <http://www.nift.ac.in/tenders>.
- 3.5 The Agency should ensure that it complies with the requirements as per works before applying for tender. Also, the interested Agency should submit a hard copy of the application submitted online with all relevant supporting documents by **17.02.2018 up to 14.00 hours**. Non-submission of hardcopy as directed will lead to rejection of the tender application.
- 3.6 The sealed hard copy of the tender shall be submitted in one big envelope superscripting “**TENDER FOR MAN POWER SERVICE AT NIFT KANNUR**” to **THE DIRECTOR, National Institute of Fashion Technology, Kannur, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562**, containing two separately sealed small envelopes, one for "Technical Bid" and another for "Financial Bid" superscripting as such. The hard copies of sealed tender's documents must be dropped in the tender box kept at Administration, NIFT Kannur, on or before **17.02.2018 by 14.00 hours**.
- 3.7 The tenders (technical bids) will be opened on **17.02.2018 at 15.00 hours** in NIFT, in the presence of the tenderers who may wish to be present, either by themselves or through their authorized representatives.
- 3.8 For applying online, the Agency should get itself registered at <https://nifttenders.eproc.in> by paying
  - Annual Registration Charges of **Rs3000 + Rs540 (GST 18%) = Rs3540/-** (Three Thousand Five Hundred and Forty Only - non-refundable)
  - Bid Processing Fee charges of **Rs975 + Rs176 (GST 18%) = Rs1151/-** (One thousand one hundred and fifty one Only - non-refundable) through Online Payment Only.
  - **For more enquires/ Help Desk:- Mr, Sandeep Bhandari, E-Mail: [sandeep.bandari@clindia.com](mailto:sandeep.bandari@clindia.com) Phone: 0124-4302033 & 36.**



3.9 The **TECHNICAL BID ENVELOPE** must contain the technical bid in prescribed Performa along with

- i. Cost of Tender document (Demand Draft for Rs.300/-)
- ii. Earnest Money Deposit (Demand Draft for Rs.20,000/-)
- iii. Original Tender Document (except Financial Bid) Duly signed & Stamped on all pages of tender documents as acceptance of tender conditions along with Technical Bid form with all relevant documents with self-attestation to be enclosed
- iv. Technical Bid document **Annexure -I**
- v. Checklist for submission of bid in the format attached as **Annexure- II**
- vi. Copy of Audited Balance Sheets and Profit & Loss Statements for last three years (2015-2016, 2016-2017, 2017-2018).
- vii. Evidence of successful completion of at least 3 (three) projects
- viii. Letters of reference from the previous organizations with regard to work done with complete contact details of concerned officials in those projects with telephone numbers, address, email, etc. along with scope of work.
- ix. Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate or Incorporation for change in name, if any, for limited/private limited company.
- x. PAN Number in Agency's letter head and Copy of income tax return filed by agency during last 3 financial years indicating PAN number.
- xi. Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT.
- xii. Any other detail/ confirmation asked in specifications.
- xiii. Sealed envelope with superscription "**TENDER FOR MAN POWER SERVICE AT NIFT KANNUR**"- **TECHNICAL BID**

3.10 The **FINANCIAL BID ENVELOPE** must contain

- i. Financial Bid form with Competitive quotes for "**TENDER FOR MAN POWER SERVICE AT NIFT KANNUR**" in figures as well as word in the stipulated format without any condition.
- ii. The financial bid shall include all the charges (with Break up) including all taxes etc., to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid.
- iii. No overwriting or use of correction fluid shall be accepted. Any corrections shall be legible and signed by the authorized signatory.
- iv. Sealed envelope with superscription "**TENDER FOR MAN POWER SERVICE AT NIFT KANNUR - FINANCIAL BID**".

3.11 Put **TECHNICAL BID ENVELOPE** and **FINANCIAL BID ENVELOPE** in separate sealed covers and put both the sealed cover in one cover addressed to THE DIRECTOR, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin - 670562, with superscription on the cover as "**TENDER FOR MAN POWER SERVICE AT NIFT KANNUR**". It should reach us on or before **14:00 hours. On 17<sup>th</sup>FEBRUARY, 2018** in the office of, NIFT Campus, Kannur.

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

- a. Sh. G. Ramesh Babu, Joint Director, 0497-2784782, [jointdirector.kannur@nift.ac.in](mailto:jointdirector.kannur@nift.ac.in)
- b. Sh. Nagaraj T.R, Assistant Director, 0497-2780434, [ad.kannur@nift.ac.in](mailto:ad.kannur@nift.ac.in)



#### **4. GENERAL TERMS AND CONDITIONS:**

The tenderers are requested to go through the following terms and conditions before submitting their tender documents:

- 4.1 Tender shall be submitted only through online mode through the website <https://nifttenders.eproc.in>, in official tender form only. If submitted in any other form the same shall be summarily rejected.
- 4.2 Tenders received without prescribed tender fee i.e. Rs300/- (non-refundable) shall be summarily rejected.
- 4.3 The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications/alterations of the schedule considered necessary by the tenderer should be in the separate letter accompanying the tender. No paper shall be detached from the tender.
- 4.4 The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instruction laid down herein; otherwise the tender is liable to be ignored/ rejected.
- 4.5 The tender shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled.
- 4.6 The Company or firm will provide GSTIN (Goods & Services Tax Identification Number) along with bid. Further company or firm will provide monthly challan for payment of GST along with bill.
- 4.7 Individual signing the tender or other documents connected with the tender must specify whether he/ she signs as:-
  - 4.7.1 A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - 4.7.2 A partner of the firm if it is a partnership firm, in which case he/she must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms.
  - 4.7.3 Director or Principal Officer duly authorized by the Board of Directors of the company.
  - 4.7.4 In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
- 4.8 Offers on original tender document will only be considered. The tender document is to be submitted in the box placed at Administrative Department. Offers submitted by fax, electronic medium, post or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications/Rewording of formats shall not be acceptable.
- 4.9 Tenders received after the specified date and time due to any reasons, including postal delay, shall not be considered for bidding.
- 4.10 Please note that offers not accompanied by the required EMD shall be outrightly rejected.



- 4.11 The tender shall be awarded to the lowest financial bidder. The EMD of unsuccessful bidders will be refunded in due course of time. Tenderers who satisfy the technical conditions stipulated in the tender document and who have enclosed all the documents (as listed in essentials) required will alone be considered as qualified Tenderers and alone will be considered for **“Opening the Financial Bid Envelope”**. For the items mentioned in Financial Bid the lowest price quoted is the criterion for selection.
- 4.12 A Demand Draft of **Rs.20,000/- (Rupees Twenty thousand only)** is required to be deposited as Earnest Money Deposit in favour of NIFT, KANNUR payable at KANNUR (exempted in case of bidders having NSIC certification). The Earnest Money deposit of the successful tender shall be liable to be forfeited if he does not fulfill the following conditions:
- 4.13 An Agreement is signed by him in the prescribed form within 10 (Ten) days of the receipt of letter awarding the contract. The tenderer will have to provide Man power services immediately on receipt of the work order. **If the agency fails to execute the Earnest Money deposit shall be forfeited.**
- 4.14 The bids should be valid for at least **120 days** from the date of opening of the tender and if any tenderer withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited by NIFT.
- 4.15 Any conditional offers made by the agency or any alterations/ corrections made in the tender form shall not be considered. Similarly incomplete and unsigned tender shall also not be considered.
- 4.16 National Institute of Fashion Technology reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid.
- 4.17 The Man Power Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
- 4.18 The Man power Agency shall maintain an **Attendance Book (Manually & Biometric)**, which should be made available at entrance desk along with in and out time of staff deputed by the agency at NIFT KANNUR.
- 4.19 The Man power Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in the Institute and wages book may be maintained by the Agency in respect of each personnel deputed to NIFT KANNUR.
- 4.20 **Tenderers will be required to quote the rates of administrative / professional charges they will be charging per employee. NIFT-KANNUR will decide the wages of the incumbents hired from the Man Power agency. The tenderers are required to quote only the professional charges for providing such manpower. They shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the Appropriate Authority.**
- 4.21 The Contract for running the Placement Agency shall be commercial contract between the NIFT and the tenderer. There shall be no employer-employee relationship between the NIFT and the contractor and/or his personnel.
- 4.22 Contract with the agency may be terminated by the NIFT at its discretion by giving one month notice to the Contractor in case of failure to maintain the services to the satisfaction of the NIFT and/or for violation of terms of the agreement and/or for any unlawful activities of personnel within the campus and the contractor shall have to vacate the NIFT premises on the expiry of the date of notice and/or the contract.
- 4.23 The successful tenderer shall be required to enter into an agreement before the work of running the Placement Agency service is entrusted to the tenderer.
- 4.24 NIFT- Kannur will decide wages of the incumbent which is not less than minimum wages of the Central government act. In the event wages fixed by NIFT Kannur found less than the minimum wages of central government, the agency should request for revision accordingly. The “Onus” for producing the copy of notification will be of Man Power Agency.





- 4.25 The Agency shall in no case pay its employees less than the minimum mandatory rates as specified by central government per month. The payment should be made to the through ECS (Electronic Clearing Service) and a record of that should be kept in a register which may be examined by the Institute at any time. In case of ESI, EPF and Bonus to individual employees, the Agency shall produce original challans/ receipts to the Institute for the records.
- 4.26 The Agency shall strictly follow the applicable labour laws.
- 4.27 The Agency shall be responsible for engaging adequately trained, good Manpower to NIFT as specified eligibility and qualification.
- 4.28 The Agency shall depute the personnel specified category as and when requested. NIFT has right to increase or decrease the requirement of Man power on the basis of emergency or to the convenient of NIFT.
- 4.29 The employees of the Man Power Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. Medical certificate in respect of fitness of guards/ employees deputed may be produced.
- 4.30 The Agency will, prior to the commencement of the operation of contract, make available to NIFT the particulars of all the employees who will be employed: such particulars inter-alia should include age, date of birth, permanent address and the police verification report of the employees should be enclosed. The age of the personnel deputed should not exceed 55 years.
- 4.31 The agency shall comply with all existing Central Government labour legislation and Acts, such as Contract Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident fund Act, ESI Act, etc., For any lapse or breach on the part of the Placement Agency in respect of non-compliance of any Labour legislation in force during the validity of the contract, the contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse on the part of the contractor, in this regard. The Agency shall be further responsible for proper discipline of the employees engaged by him and their work besides observing other obligation. No child labourers shall be permitted by NIFT under this contract. Further the Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligation regarding the personnel/ labour, the Agency shall be responsible and liable for the same. Further, in the event any claim, action or suit is instituted against NIFT, the Agency shall be required to reimburse to NIFT any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. NIFT shall also have the right to deduct these amounts from the payment due to the Agency while releasing the payments.
- 4.32 In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to NIFT and maintain liaison with the Police. FIR will be lodged by NIFT, wherever necessary. If need be joint enquiry comprising of both the parties shall be conducted and responsibility fixed. Further the employees deputed at NIFT must be trained in respect of operation in respective area.
- 4.33 In case of any loss that might be caused to NIFT due to lapse on the part of personnel discharging responsibilities will be borne by the Agency and in this connection, NIFT shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to NIFT besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, NIFT shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 4.34 The Man Power contract shall remain valid for a period of One year and it may be renewed on mutually acceptable terms and conditions. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, NIFT may terminate the contract of the Man Power Agency without any notice in case the Agency commits a breach of any of the terms of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the Agency.





- 4.35 Neither Party shall be bound to give any reason for termination of the contract as provided in para (4.31)above
- 4.36 As per NIFT policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be to nearest i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
- 4.37 The workmen deployed by the Agency shall be directly supervised and controlled by the Agency, and shall have no relation whatsoever with National Institute of Fashion Technology. NIFT shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against NIFT for service or regularization of services by virtue of being employed at NIFT against any temporary or permanent posts at NIFT.
- 4.38 The services rendered shall be to the satisfaction of the NIFT authorities.
- 4.39 The Agency shall be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Bonus, Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt. from time to time.) Companies Act, Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herewith or any other prevalent laws and submit an undertaking and proof of payment to its employees as per minimum wages rates to NIFT each month along with claim for payment. If the personnel deputed is having ECHS (Ex-servicemen Contributor Health Scheme) benefit or any other kind of free medical benefit which included their family, no ESI need to be remitted this will be considered only when the employee produced ECHS cards or any other scheme cards which is valid and attested by both employees and Agency (attested copy as proof for records).
- 4.40 Tender shall be accompanied by the relevant documents including the following:-
- 4.40.1 Certificate in support of experience for having undertaken similar kind of business along with a list of organizations where the Agency is currently providing/ has provided Man Power Services.
- 4.40.2 Work-plan or duty allocated to the personnel deputed will be communicated by authority as and when required. The personnel deployed should be proactive for all the work assignment by the NIFT authority.
- 4.41 On termination of the agreement the person/s deputed by the Agency should hand over the all the equipment's/ articles as supplied by the NIFT in good working condition as it was given to them and if any damages found ,the charges should be recovered from the contractor.
- 4.42 The Man Power Agency and the person/s deputed will work in close co-operation and co-ordination with other agencies working at site.
- 4.43 The Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the all the residents in office (ex: students, officers, staff etc.) is always good and cordial. If it is found that the conduct or efficiency of any person employed by the Agency is unsatisfactory, the Agency shall have to remove the person concerned and engage a new one. The decision of the Designated Officer in this regard shall be final and binding on the Agency.
- 4.44 NIFT is not bound to provide any mode of transport in respect of personnel deputed.
- 4.45 The personnel engaged through the agency will have no right whatsoever to the permanent / contractual employment/ regularization/ absorption in National Institute of Fashion Technology or any of its Centers.
- 4.46 The payment of wages shall be made directly by the Agency to his workmen and not through Thekedars. No amount shall be deducted from the wages of the workmen by way of commission of the Thekedars.
- 4.47 All statutory obligations under various laws from time to time will have to be met by Agency for which payment shall be made to him during the contractual period, as per Minimum wages Act.



- 4.48 The Agency shall at all times indemnify the owner and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/ or property or person of any sub-contract and or the servants or agents of the Agency any sub-Agency (s) and or the owner and the Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/ Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- 4.49 All payments will be on reimbursement basis, the monthly bill(s) should be submitted in duplicate by the contractor along with necessary documents as proof of payment towards wages, EPF remittance, ESI remittance / any other payments. All payments to the Man Power personnel shall be through their Bank account only and the proof of remittance shall be invariable attached with the monthly bills. The payment will be made by the Institute after verification of the bill(s) by NEFT/ RTGS within 15days time from the date of receipt of bill(s). Statutory deductions shall be made from all payments as per the provisions in the Income Tax Act. The Institute reserves the right to recover any amount due for whatsoever reason from the bill(s) submitted by the contractor. The payment shall be released on monthly basis after satisfactory completion of the services. The bills should be accompanied by same certificate as NIFT may prescribe from time to time for proof of payment to workers and statutory liabilities.
- 4.50 The Agency shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labour laws or any other laws in force in the State of Kerala and GOI.
- 4.51 The Agency shall be responsible for the deputed person to keep discipline in and outside the campus. The Agency shall be responsible if the personnel deputed mishandling/ misusing the articles/ items / Machineries etc., provided for maintenance. In case of any damage the Agency shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Agency itself.
- 4.52 NIFT shall in no way be responsible for any default with regard to any statutory obligation and the Agency will indemnify NIFT in case of any damage or liability, which may arise on account of action of Agency.
- 4.53 Services to be provided by Agency is indicated in the Scope of Work.

## **5. ARBITRATION:**

- 5.1 Dispute, if any, arising out of the Man Power services contract shall be settled by mutual discussion between the parties within 30 days from the date of receipt of the notice of negotiation and amicable settlement by either party.
- 5.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, the dispute/ differences shall be referred to arbitration by sole Arbitrator to be appointed by the Director NIFT/Director General of NIFT as per the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts, or amounts payable to either party.
- 5.3 Decision of NIFT with regard to interpretation of the terms and conditions shall be final and binding on the Agency.
- 5.4 The Arbitration proceedings shall be held at Kannur Jurisdiction only.
- 5.5 The language of the arbitration proceedings shall be in English. The Arbitrator shall give a speaking and reasonable award.

**6. SECURITY DEPOSIT:**

- 6.1 The Agency shall furnish a Security Deposit in the form of Bank Guarantee (from any one of the Nationalized Bank or SBI) or by Demand Draft for 5% of the total Contract value of one year. This Security Deposit should be furnished within 10 days of the issue of the contract order. This Security Deposit will not bear any interest. The Security Deposit will be refunded 60 days after satisfactory completion of the contract. In case the Security Deposit is to be furnished in the form of Bank Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any. The Bank Guarantee should be furnished in the format prescribed by NIFT KANNUR.
- 6.2 The whole amount of the security deposit shall be liable to be forfeited in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against any dues payable to the NIFT, under the agreement or any expenses that may be incurred by NIFT, as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NIFT. In the event of appropriation of security deposit fully or partly the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.
- 6.3 The whole amount of the security deposit will be liable to forfeiture in the event of the contractor not being able to continue the contract for the entire duration of the contract at the same rates, terms and conditions.
- 6.4 If any theft or loss of property is reported by any department / section due to the negligence or improper action of any trespass of unauthorized persons, the Man Power agency shall be responsible and the NIFT shall have the right to recover damages from the payment dues & the security deposit of the agency

**7. DURATION:**

- 7.1 The agreement will be valid for a period of one year subject to review at the discretion of NIFT authorities at mutually agreed terms and conditions.
- 7.2 The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, NIFT may terminate the contract without any notice in case the contractor commits breach of any of the terms of the contract. NIFT's decision that breach has occurred will be final and shall be accepted without demur by the contractor.
- 7.3 In case the contractor wants to discontinue the contract he shall give 3 months advance notice to NIFT in writing stating reasons for the same
- 7.4 Contractor shall be required to submit an application for continuance of the contract before three months of expiry of the contract if so desired and if such extension is within the scope of the terms of contract.
- 7.5 If the contractor does not receive the extension letter before expiry of the contract in spite of his request the contract shall be automatically treated as expired and no extension shall be granted in any circumstances.



## **8. SCOPE OF WORK : MAN POWER SERVICE CONTRACT**

- 8.1 The Agency / Firm / Company shall provide Manpower at NIFT Kannur by deploying adequately trained and well-discipline personnel having fair command on Hindi & English in respect categories as per the details given below:
- 8.2 **ELIGIBILITY CONDITIONS AND QUALIFICATIONS:**  
The Designation/ Educational Qualification/ Experience/ Job Description etc., as given in the as per NIFT Establishment Policy. These may be amended/ changed by Authority as per requirement/updated. With regarding to age No Maximum age limit for contract, however, maximum age would be at par with Retirement age at NIFT
- 8.3 The manpower requirement may vary depending upon the volume of work, functional requirements etc. during the course of the contract.
- 8.4 The remuneration indicated above is the remuneration payable by NIFT excluding Employer's share of EPF/ESI which would be paid in accordance with instructions issued by the GOI from time to time. Service Tax as applicable shall also be paid. However, employee's share of EPF / ESI contribution shall be deducted and paid to EPF and ESI authorities by the Agency. Income Tax shall be deducted as per rule.
- 8.5 The Agency shall ensure that the engaged manpower, as per the description, The Agency will be held responsible to any illegal action by the deployed personnel. Their deployment will be in general shift. The Agency will provide to all deployed personnel identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the period of contract also.
- 8.6 Any staff deployed by the Manpower Agency cannot claim any master & servant relationship with NIFT. Also, the service provider's staff shall not claim any benefit/ compensation/ absorption/ regularization of service with NIFT or its Centre under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the service provider to the Director, NIFT, Kannur
- 8.7 If at any time any of the personnel deputed are found to be guilty of misconduct in any manner, the agency shall be asked to replace that person immediately.
- 8.8 The person assigned duties at the NIFT, should deal with staff, students and visitors, politely and courteously, while enforcing discipline. In case any staff is found to misbehave or indulges in misconduct of any nature, the agency shall be asked to replace that person.
- 8.9 The agency shall verify character, attendance of Man Power personnel before deployment in NIFT, Campus. The particulars of staff (Name, age, address, qualifications, previous service experience etc., engaged by the Agency should be submitted to the NIFT authorities. NIFT reserves the right to verify the antecedents of the person engaged on duty through local police officials. For this purpose, the agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.
- 8.10 The deployed person shall not be changed by the agency on their own until and unless so warranted and the same time no person will repeat more than one year unless performance satisfaction from office.
- 8.11 NIFT will not be responsible to provide any residential accommodation, Transport Allowance or any other allowance to person deployed by Agency.



**9. PENELTY:**

If any delay in providing a suitable Man power / substitute for the period beyond one week by the Agency a penalty of ` 200/- per day per person shall be deducted from the monthly bill of the service provider.

**UNDERTAKING & ACCEPTANCE LETTER BY THE MAN POWER AGENCY**

*(to be submitted in original stationery)*

I/We have carefully gone through the various terms and conditions listed in the Tender Form (Technical & Financial Bid) for providing Man power services at NIFT-Centre Kannur. I/We agree to all these conditions and offer to provide Man power services at NIFT. I/We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We have inspected the institute premises (NIFT) and have acquainted ourselves with the tasks required to be carried out, before making this offer. I/We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place: Signature of authorized person of the firm/

Agency with stamp

Date:

Mob:

Email ID:

Address:



**NATIONAL INSTITUTE OF FASHION TECHNOLOGY,  
DHARMASALA, MANGATTUPARAMBA KANNUR-670 562.**

**TECHNICAL BID FOR MAN POWER SERVICES  
(To be filled in by the bidder - mandatory)**

1. Name of the Tenderer's firm :
2. Name of authorized representative(s)
3. Office Address :  
Telephone No. :  
Fax No. :  
E-mail Address :
4. Tender Cost fee non-refundable of **Rs.300/- (Rupees Three hundred only)** paid / enclosed vide  
Rec. No. / Demand Draft No. \_\_\_\_\_, Dated: \_\_\_\_\_, Bank \_\_\_\_\_
5. Earnest Money Deposit of **Rs.20,000/- (Rupees: Twenty thousand Only)** is enclosed vide  
Demand Draft No. \_\_\_\_\_, Dated: \_\_\_\_\_, Bank \_\_\_\_\_
6. Registration Certificate copies enclosed for

S. No.	Details	To be filled by the Agency	Attested Copy submitted	
			Yes	No
1	P.F. Regn.No.			
2	E.S.I. Regn.No.			
3	Service Tax Regn.No.			
4	Labour License Regn.No			
5	PAN CARD No.			
6	GSTIN Regn. No.			
7	(any other Specify)			





**7. Annual Gross Turnover during the last 3 consecutive years**

**Note:-1. Annual turnover in each of the year shall not be less than Rs.25 Lakh.**

**Note:-2. IT return/assessment orders and profit and loss account and balance sheet for each year shall be attached.**

Financial Year	F.Y 2015-16	F.Y 2016-17	F.Y. 2017-18
Turnover in figures			
Proof Submitted	Yes / No	Yes / No	Yes / No

8. Details of experience in State and Central Government / Public Sector undertaking / Registered Societies / Universities / Research Institutions / Educational Institutions / IT Industries / Private Sectors as per the attached format **(Please use separate sheet).**

Year	Name of the Employer & Address with Telephone Nos.	Type of Institution/ Industry	Details of Experience, Period of Contract with dates of Commencement and termination covering previous years	Total No. of Man Power deployed	Nature of Work

The agency must provide the certificates from at least one heads of Institutions where they are providing Man Power services certifying that their services are professional and to their satisfaction.

9. **Validity:** The offer shall be valid for a period of at least four calendar months from the date of opening of the tenders to cover processing of bids and final award of contract. However, the rates quoted in the tender should be valid for the period of contract of one year.

**NOTE:-**

*To be deposited along with Tender Document in separate sealed cover-I super scribed as "Technical Bid".All the supporting documents should be enclosed along with this bid. If not enclosed the bid will not be considered*

Date:  
agency with stamp  
Place:

Signature of authorized person of the firm/

**CHECK LIST FOR SUBMISSION OF BID**

Agency is requested to fill this check list and ensure that all details/documents have been furnished as called for in this tender duly filled in, signed & stamped

Please tick (✓) the box and ensure compliance:

S. No:	Details			If Yes Page No(s).
		Yes	No	
	Cost of the Tender of Rs.300/-			
	EMD value of Rs.20,000/-			
	Whether the completed details has been Submitted as (Annexure- I)			
	Checklist for submission of bid in the format attached as (Annexure- II)			
	Undertaking & acceptance letter by the agency (on original stationery)			
	Copy of Audited Balance Sheets and Profit & Loss Statements for last three			
	Years 2015-16			
	2016-17			
	2017-18			
	Evidence of successful completion of previous projects			
	Letters of reference from the previous organizations with regard to work done with complete contact details of concerned officials in those projects with telephone numbers, address, email, etc. along with scope of work. Submitted?			
	Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate OR Incorporation for change in name, if any, for limited/private limited company Submitted?			
	PAN Number in Agency's letterhead and Copy of income tax return filed by agency during last 3 financial years indicating PAN number. Submitted?			
	Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT. Submitted?			
	Service Tax			
	Labour License & license for running Man Power Service Agency			
	GSTIN Registration No.			
	Original Bidding Document duly signed & stamped. Submitted?			
	Duly filled Financial bid place in separate cover (Annexure- III)			
	(Any other detail Specify)			

**Date :-**

**Place:-**

**Signature of authorized person of the firm/agency with stamp**



**NATIONAL INSTITUTE OF FASHION TECHNOLOGY, KANNUR**

**FINANCIAL BID FOR MANPOWER SERVICES**

**(To be filled in by the bidders)**

*(In a separate sealed cover-II super scribed as Financial Bid)*

- I. The Financial Bid should be submitted with undertaking & Acceptance Letter by the Agency
- II. The bidders should quote only for service charges in Rupees per person per month.
- III. Service charges quoted will remain firm throughout the contract period.
- IV. Rates of Service Charge may be quoted in the following proforma:

<b><u>Administrative Service Charge Quoted by Agency</u></b>	
Rs. ....	In Rupees.....
Per head per month	.....per head person per month

**NOTE:** Goods & Service Tax (GST) as per prevalent rules shall be paid by NIFT if applicable on production of valid proof

- V. We certify that the quoted rates above from are not below the statutory rates payable under the Minimum Wages Rules/ notifications issued by the Central Government.
- VI. Apart from the above any other payments payable under the Rules / Notifications of GOI will be refundable on production of proof of payment and authority.
- VII. In case of any increase or decrease in person depute requested by NIFT the agency shall provide at the prices quoted above only.

Date:  
Place: agency with stamp

Signature of authorized person of the firm/