



Tender Document Fee ₹.354/-

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
OPERATION AND MAINTENANCE
OF
SEWAGE TREATMENT PLANT**

NIFT KANNUR

NIFT Campus, Dharmasala, Mangattuparamba,
Kannur, Kerala. Pin - 670562

12173(2.1)/NIFT/KNR/EDMT-PUR/2018 DATED: 08.05.2018

Time schedule for tender process:	
Date of publication of tender notification on official website and News Papers	09.05.2018
Sale of tender document commence from	09.05.2018
Last date for Sale of tender document	30.05.2018 :12.30 hours
Last date for receipt of duly filled in tenders – On line	30.05.2018 :17.00 hours
Receipt of hard copy (filed online) along with documents	31.05.2018 : 12.00 hours
Date and Time of the opening Technical Bids	31.05.2018 : 15.00 hours
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers only

Note: This tender document contains 32 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages

Web ID: <http://www.nift.ac.in/kannur/tenders>



INDEX

S. No	Particulars	Page No.
1.	Introduction	3
2.	Notice Inviting Tender	3
3.	Submission of Bid through e-portal	5
4.	Instruction to tenderers	6
5	Eligibility Criteria	8
6	Scope of Work	9
7	Duties & Responsibilities	11
8	Applicable Law	13
9	Certificate - Annexure - I	14
10	Declaration - Annexure – II	15
11	Indemnity Bond - Annexure – III	16
12	Performa of Technical Bid - Annexure – IV	17
13	Check List – Annexure - V	20
14	Performa of Financial Bid - Annexure - VI	21
15	Definitions and Interpretation	22
16	Certificates & Payments	25
17	Particular Conditions of Contract	27
18	Enclosure I : Complaint Registration Form	29
19	Enclosure II: Maintenance Complaint Register	29
20	Enclosure III: Form of Performance Security/ Bank Guarantee Bond	30
21	Enclosure IV: Contract Agreement Format	32



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 reputed Person/ contractor / firm / Agency for **ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES ETC.** installed at NIFT Kannur Campus having experience at least 3 years in the same field.

2. NOTICE INVITING TENDER:

- 2.1 NIFT Kannur invites e-Tenders under two bid systems for **ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES** .installed at NIFT Kannur Campus from the registered Person/ contractor / firm / Agency firm, who have carried out the works of STP.
- 2.2 The interested firms 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 & price bids – all duly signed – on the <https://nifttenders.eproc.in> from **09.05.2018 to 30.05.2018 up to 17.00 hours**. Tender documents is also available for viewing on the “tenders” link of the NIFT website i.e. <https://nift.ac.in/kannur/tenders>No other mode of application will be considered & application will not be accepted.

For applying online, the Firm should get itself registered at <https://nifttenders.eproc.in> by paying

- Registration Charges of **Rs. 2000/- + 360/- (inclusive of GST) = 2360/-** (Two Thousand Three Hundred and sixty Only - non-refundable).
- Bid Processing Fee charges of **Rs. 800/- + 144/- (inclusive of GST) = 944/-** (Nine hundred and forty four only - non-refundable) through online payments only.



- 2.3 The Agency / Contractor / Firm should ensure that it complies with the requirements as per works before applying for tender. The firms after submitting the tender online should submit a hard copy of the same with all relevant supporting documents by **31.05.2018:12.00 hours**. Non-submission of hardcopy as directed will lead to rejection of the tender application.
- 2.4 The sealed hard copy of the tender shall be submitted in one big envelope superscripting “**ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES**” at NIFT Kannur” containing two separately sealed small envelopes, one for "Technical Bid" and another for "Financial Bid" superscripting as such and addressed to **The Director, National Institute Of Fashion Technology, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562**. The hard copies of sealed tender’s documents can also be handed over in the office on or before **31.05.2018 : 12.00 hrs**
- 2.5 The technical bid envelope must contain the technical bid in prescribed Performa as per **Annexure – IV** along with a demand draft of **Rs.354/- (Rupees Three hundred and fifty four only)** towards cost of tender (non-refundable) and Earnest Money Deposit (refundable but non-interest bearing) of **Rs. 25,000/- (Rupees Twenty five thousand Only)** favouring **National Institute Of Fashion Technology Kannur** and payable at **Kannur** with all relevant documents in support of eligibility and experience criteria. The financial bid envelope must contain only the financial bid. The financial bid shall include all the charges including all taxes etc., (percentage of tax needs to be specify) to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid.
- 2.6 The technical bid will be opened at NIFT, Kannur, and Administrative office on **31.05.2018 @ 15.00 hours**, in the presence of the bidders / their authorized representatives who wish to be present. The Financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- 2.7 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.
- 2.8 **Correspondence Address:** The Director, National Institute of Fashion Technology, NIFT Campus, Dharmasala, Mangattuparamba, Kannur, Kerala. Pin-670562.



2.9 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
- b. Sh. Nagaraj T.R, Assistant Director, 0497-2780434, ad.kannur@nift.ac.in

For online procedure:

For More enquiries / For Helpdesk officers :- Mr. Sandeep Bhandari ,

E-mail :- sandeep.bhandari@c1india.com

Phone No.:- 0124-4302033 &36

- **Cost of Tender form: Rs 354/- (Rs 300/- + 18% GST 54/-) (Non-refundable)**
- **Earnest Money Deposit : Rs25,000/-**
- **Commencing date of Tender: 09.05.2018**
- **Last date of Submission: 30.05.2018 17.00 hours (hard copy should receive before 31.05.2018 12.00 hours)**
- **Date of opening of Tender (Technical Bid): 31.05.2018 at 15.00 hour**

3. SUBMISSION OF BIDS :

3.1 TECHNICAL BID

The technical bid envelope must contain the technical bid in prescribed Performa along with:

- i. Cost of Tender document (Demand Draft for **Rs.354/-**)
- ii. Earnest Money Deposit (Demand Draft for **Rs.25,000/-**)
- 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 - IV**
- v. Checklist for submission of bid in the format attached as **Annexure- V**
- vi. Copy of Audited Balance Sheets and Profit & Loss Statements for last three years (2014-2015, 2015-2016, 2016-2017).
- 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 of Association (AOA)/ certification of Registration of companies/ Society/ firm 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 **“ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES– TECHNICAL BID”**

3.2 FINANCIAL BID

The Financial Bid envelope must contain:

- i. Financial Bid should be submitted with prices quoted for all the items and the price mentioned in figures as well as word in the stipulated format in **Annexure –VI** 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 **“ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES - FINANCIAL BID”**.
- v. 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 **“ANNUAL OPERATION & MAINTENANCE CONTRACT OF SEWAGE TREATMENT PLANT ALONG WITH THEIR ALLIED ACCESSORIES”**. It should reach us on or before **31.05.2018:12:00 hours** in the office of, NIFT Campus, Kannur.

4. INSTRUCTIONS TO 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. The tenderers are requested to follow the below mentioned instructions:

- i. Offers on online bid will only be considered you are requested to forward copy of the tender submitted online (if any deference in hard copy to online submission found, only online bid(s) is (are) considered). Offers submitted by fax or in any manner other than specified above shall not be considered.
- ii. The bids shall exactly be according to the prescribed formats. Modifications/ Rewording of formats shall not be acceptable.
- iii. All documentations are required to be in English
- iv. Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.
- v. Failure to comply with these conditions will result in forfeiting of the tender. Please cross out any mistakes and rewrite the same and counter sign.
- vi. Incomplete tenders, amendments and additions to tender after opening and tenders submitted after due date shall liable to be ignored.
- vii. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation etc. shall be borne by the bidder.



- viii. The amount of EMD specified above to be submitted in the form of Demand Draft drawn in favour of National Institute of Fashion Technology, Kannur, payable at Kannur (except for those who are exempted by NSIC certifications (with Proof)) failing shall be treated as invalid and shall be liable for rejection.
- ix. Please mention whether you are registered with CPWD/ PWD/ any Govt. organization/ autonomous bodies etc. If “YES”, please attach a photocopy of “Registration Certificate”.
- x. Each and every page of the tender documents should bear the stamp of the tenderer and signature of the authorized representative. **Annexure I & II** enclosed shall be filled without exception.
- xi. An indemnity bond to be submitted. **(As attached in Annexure -III).**
- xii. The site for the work is available and can be seen on any working day during office hours by contacting Administrative officers.
- xiii. The Competent Authority of NIFT, reserves the right to accept or reject any tender or all tenders without assigning any reason.
- xiv. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
- xv. These instructions shall form part of the contract document.
- xvi. Subletting - contract shall not be assigned or sublet to another party.
- xvii. NIFT will normally award the Contract to the lowest bidder whose bid has been determined to be substantially responsive to the quotation call, provided that the bidder has the capability and resources to carry out the Contract effectively.
- xviii. The successful firms/ agencies/ contractors will be intimated and contract agreement will be entered into initially for a period of one year. The contract may be extended on mutual consent depending on the performance of the contractor, subsequently for maximum two years (as per NIFT norms) or till finalization of the next tender, whichever is earlier.
- xix. The contract may be terminated at any stage solely at the option of NIFT with an advance notice of one month without assigning any reason
- xx. Before commencing the work and within a week after issue of the Work Order, the bidder shall make a security deposit as per notice and furnish the same for the proper fulfillment of the Contract and shall execute an Agreement for the work on non-judicial Kerala Stamp Paper in the format given by NIFT KANNUR
- xxi. 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.
- xxii. 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
- xxiii. The successful bidder is required to submit security deposit @ 10% (including EMD) of annual value of the tender or performance guarantee. The same will be returned after successful completion of the contract without any interest.
- xxiv. Any kind of malba/ scrap arising out of maintenance work will be removed by the tenderer at his own cost and risk.
- xxv. 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 on demand.
- xxvi. 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.



xxvii. Award of work:

- 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.
- The contract for the Annual Repairs and Maintenance shall be awarded to the qualified responsive tenderer who has quoted lowest.
- Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

5. ELIGIBILITY CRITERIA

- i. Tender shall be accompanied by the relevant documents including the following:-
 - a. The tenderer should have the experience of at least 5 years as on **01.05.2018** in works of similar nature
 - b. Average Annual Financial turnover during the last 3 years, ending 31st of the previous financial year should be at least Rs.10,00,000/- (Rupees Ten lakh only) or minimum Rs.3,00,000/- (Rupees three lakh only) each year (copies of audited balance sheets attested by CA to be submitted)
 - c. The tenderers should have successfully completed the following work in the last 5 year sending last day of month previous to the one in which applications are invited should be either of the following: -
 - Three similar completed works costing not less than the amount equal to Rs.4,00,000/- (Rupees Four lacs only). **OR**
 - Two similar completed works costing not less than the amount equal to Rs.5,00,000/- (Rupees five lacs only). **OR**
 - One similar completed work costing not less than the amount equal to Rs.8,00,000/- (Rupees Eight lacs).
 - d. The tenderer should have minimum in-house manpower to cover requirements of the work. 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.
 - e. "SIMILAR WORK" means, operation, maintenance and manufacturing of STP of minimum 200cmd capacity and above
 - f. Copy of PAN of the company/firm.
 - g. Authorization letter of the company if one wishes to authorize some other company.
 - h. The catalogue/Brochure for the Furniture quoted by the vendors should be enclosed along with technical bid.
 - i. They should be registered for VAT/GST and Income Tax and should enclose copies of relevant certificates. Tenderer will have to produce all these original documents at any time demanded by the Institute.
 - j. Model quoted & details specification.
- ii. No tenderer shall be allowed to withdraw the tender rates after opening of the tender. If any tenderer withdraws the rates the EMD amount deposited by him shall be forfeited and he shall be disqualified from participating in any future tender of the Institute.
- iii. No interest shall be paid on the EMD and the EMD shall be forfeited in case the selected/successful bidder does not accept the W.O. or unable to execute the work.
- iv. Rates should be offered unconditionally and if rates are submitted with any condition the tender shall be rejected.



- v. Tenderer shall have to quote item wise rates, consolidated rates shall not be considered and tender shall be liable to be rejected out rightly.
- vi. The tenderer must visit the site and make themselves conversant with site and site conditions before submitting the bid.
- vii. The tenderer should have the PAN Number, GST registration etc. (Pls. enclose all the documents in technical bid also enclose the Balance Sheet and TDS Return for the previous year)
- viii. The bidder shall not be black listed by any Govt./Semi Govt./Private Institution. A self-certificate in this regard shall be enclosed.
- ix. The bidder shall be free from the encumbrance and there shall not be any vigilance case/ CBI case/ Court Case pending against him. A self-certificate in this regard shall be enclosed.
- x. Having ISO certification will be an added qualification.
- xi. The selected firm (s) has to provide the after sale services.
- xii. Minimum man power required per shift of 8 hours:
 1. Operator / Technician (Skilled) - one person in each shift of 8 hours
 2. Helper (semi-Skilled) - one person in each shift of 8 hoursAttendance will be marked on day-to-day basis and recovery will be done per person per day for absenteeism.
- xiii. Qualification for Technicians (Skilled): - Minimum 3 years' experience in handling STP plant operational and maintenance work. Having ITI /ITC Certificate [B.Sc / HSC (Science)] will be given preference. Certificate of experience in similar plants of minimum capacity of 200cmdis essential. (Proof is to be attached).
- xiv. Qualification for Helper (semi-skilled): - Minimum 2 year experience in handling STP plant operational and maintenance work.
- xv. Note: Only those firms/ authorized dealers who accept and fulfil the above terms & conditions should participate in the tendering process.

6. SCOPE OF WORK

6.1 ANNUAL OPERATION AND MAINTENANCE CONTRACT FOR SEWAGE TREATMENT PLANT HAVING CAPACITY 200 cmd PER DAY AT NIFT, KANNUR

6.2 Minimum Manpower required per shift of 8 hours:

- a. Operator / Technician (Skilled) - one person in each shift of 8 hours
- b. Helper (semi-Skilled) - one person in each shift of 8 hours

6.3 Common Sewage Treatment plant:

- i. Collection of sample Sewage from individual units at the point of discharge to NIFT sewer, conducting tests on them to ascertain that these are within the standards fixed by KSPCB, informing NIFT of the results and initiating remedial action
- ii. The treated wastewater should comply with the standards given in consent order by KSPCB/ CPCB/ PCB /IS standards with (not limited to) following parameters:
 - a. pH Value 6.0 to 9.0
 - b. BOD 250mg/l
 - c. COD 500mg/l
 - d. Total Suspended solids 400mg/l
 - e. Total nitrogen as N 20 to 40 mg/l
 - f. Total Phosphates as P 4 to 8 mg/l and etc.,



- iii. Qualification for Technicians (Skilled): - Minimum 3 year experience in handling STP plant operational and maintenance work. Having B.Sc / HSC (Science) will be given preference.
- iv. Qualification for Helper (Semi skilled): - Minimum 2 year experience in handling STP plant operational and maintenance work.
- v. Name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.
- vi. Service should be offered round the clock, 365 days in one calendar year.
- vii. Contractor should provide all Tools & Tackles as required for proper functioning of STP.
- viii. All disciplinary rules and regulations as enforced are to be followed by the work force of the Contractor during their stay at the premises. Uniforms and safety kits etc. have to be provided to the staff by the successful firm/ contractor/agency.
- ix. All the materials, spare parts, consumable such as oil, grease etc. will be arranged by successful firm/ contractor/agency.
- x. The Contractor should submit the preventive maintenance schedule for NIFT approval and its implementation.
- xi. The instruction/s given to the Contractor from time to time should be properly carried out and necessary records of action taken should be maintained in a Log Book.
- xii. Any damages caused by the Contractor in existing facilities while carrying out the work shall be made good by the contractor to NIFT entire satisfaction at their own risk and cost.
- xiii. The contractor should fulfill all statutory requirements pertaining to satisfactory performance of the job etc.
- xiv. No advance payment will be made to the Contractor. Monthly payment/s will be released after submission of bill after 30 days (one month) and satisfactory completion of job, which is to be certified by the Engineer In- charge, NIFT, Kannur.
- xv. Dismantled / replaced parts should be handed over to NIFT Engineer in-charge or its representative.
- xvi. The qualified contractor/ firm/agency should submit copies of certificates of PF Code No. and registration under Contract Labour (Abolition / Regulation) Act, 1970 along with Tender documents and with each RA bill and the Contractor having no such registration number, the necessary deductions will be made as per the Govt. Rules.
- xvii. All the contractor's employees posted and working in NIFT premises for the above mentioned work should be covered under ESIC making statutory contribution under ESIC Act as per Govt. laws.
- xviii. The Contractor shall take necessary insurance to cover the entire workmen's compensation act and also in respect of any other person on account of accident at site.
- xix. The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour 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 contractor 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 if any, in this regard.

- xx. The contractor shall have to make own arrangements for the accommodation of his staff outside the premise of NIFT Kannur.
- xxi. NIFT shall not be responsible for the release of benefits, such as Provident Fund, ESI, Pensionary benefits or allowances to the staff employed by the contractor. Excess payment due to any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
- xxii. Work involves operation and maintenance of Sewage Treatment Plant, filtration Plant, Pump Set, spare and Electric Driven Pump Set etc.
- xxiii. The tenderers are required to visit the plant site to see the actual installations themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the tenderer has seen and understood the complete work involved for each of the system.

7. DUTIES AND OBLIGATIONS

7.1 Duties of Operators & Staff Employed:

- i. The Contractor should submit the names of the persons engaged for the work and they have to report to the Engineer-In-Charge on day-to-day basis. Persons employed should not be changed frequently and every person employed for the work has to obtain proper Gate Pass from Administration Department of the institute.
- ii. Operation and the maintenance of STP system comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, etc. together with the electrical panels and connections. Operators employed should have knowledge of Hindi, & English. The Contractor has to keep the area of plant neat and clean.

7.2 Repairs:

- i. The Contractor has to do all minor repairs, for which no additional labour charges will be paid. However, for any spares/materials replaced, actual charges will be paid as per the bills from the authorized/dealers after ascertaining the rates on submission of original bills (except damage caused to any machinery/plant due to negligence of contractor), and such materials to be checked-in through Security Department as evidence being materials brought in.
- ii. Under no circumstances plant should remain under breakdown for more than 03 hours. In the event of breakdown/ shut down the onus of attending to the problem in the shortest possible time will rest on the Contractor failing which Engineering Department is empowered to get the breakdown/ shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills.
- iii. The firm shall rectify any breakdown in a stipulated time failing which penalty for nonperformance @ 0.5 % per week of delay subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life or any machinery and installation in the STP arising out of non-performance or negligence of the workers, contractor will be solely responsible. The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put etc.,
- iv. The Contractor has to keep all the area and surroundings at the site neat and clean and dump the scrapped materials at the scrap yard.
- v. It will be Contractor's responsibility to maintain STP, Plant in healthy state all the time, to plan and undertake preventive maintenance of STP at regular intervals and attend routine maintenance activity every day.



- vi. The Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The Institute will provide the necessary registers.
- vii. The Contractor has to carry out necessary treatment to the sewage so as per the parameter provided in 6.3 (ii)
- viii. The Contractor has to carry out testing of water at the regular interval of every month and whenever felt necessary as instructed to do so by the institute and furnish the test reports to the Engineer-In-charge on priority.
- ix. The Contractor will also provide a Tests Certificate every month of effluent water before and after treatment and certificate have to be obtained from the Kerala State Pollution Control Board, For B.O.D, C.O.D, PH, TSS, and O&G etc.
- x. The Contractor should maintain logbook, on site test reports etc. upto date as per IS.
- xi. It will be the responsibility of Contractor to remove excess sludge from sludge holding tank. In addition Contractor shall also carryout cleaning of Grease/Sludge holding Tanks periodically, and disposal of grease / sludge outside the premises on own cost.
- xii. Checking of the levels of the septic tank located near the Ladies Hostel, Boys Hostel & the Academic Block buildings and arranging for pumping of the Sewage collected in this tank at times / regularly, so that the Sewage at no point of time overflows the tank and cause a health hazard to the occupants of the NIFT KANNUR surroundings (localities or neighbors).
- xiii. Operating of the pumps erected inside the pump house for water supply and constructed beside the septic tanks, taking care to check the levels of
 - a. Water in the UG sump.
 - b. Sewage in the tank and maintaining of the pumps and clearing any chokes / blocks in the conveyance lines lying throughout the internal roads of NIFT KANNUR (refer as built drawings with NIFT) using suitable means as recommended by NIFT KANNUR
 - c. Drinking water lines throughout the campus
- xiv. Maintaining in a neat condition all the lightings / fittings as detailed below and handing over the same to Director of NIFT KANNUR on expiry of the O&M period.
 - a. Tube lights - 13 nos.
 - b. Ceiling fans - 2 nos.
 - c. Bulk Head - 1 no.
- xv. Motors& Pumps
 - Cleaning and tightening of all screw connections and terminals on controllers.
 - Examining of fuse contacts and terminals for cleanliness and tightness.
 - Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge.
 - Checking for any undue vibration of stuffing boxes.
 - Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft.
 - Checking if the voltage fluctuation is within the permissible limit of 420-440 V.
 - Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading.
 - Ensuring that the water level in the water source does not drop more than 1 meter above foot valve and water at the receiving end is not wasted by overflow.



- Checking the bearings of the pump periodically and applying grease sufficiently.
 - Checking the gland packing once in two months.
 - Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs.
 - Checking the exhaust pump, its auxiliaries and impeller periodically.
 - Operating of submersible pump once a week, and its maintenance.
- xvi. Other Duties: Daily entries will be recorded in the logbook as per NIFT KANNUR's requirement and get verified by the Engineer-in-charge of NIFT KANNUR. Any complaint noticed shall be reported to Engineer-in-charge.
- xvii. IN ADDITION TO THE ABOVE THE CONTRACTOR SHALL CARRY OUT ALL REQUIRED DUTIES MENTIONED IN THE O & M MANUAL.(can be collected from NIFT Office, Kannur)
- xviii. The Contractor shall supervise and maintain the Sewage Treatment Plant maintenance work every day and maintain a logbook as per guidelines of the Operation Manual.
- xix. The short listed contractor will submit a monthly maintenance schedule of all equipment's for approval before commencing operating of the system. Sump Pump required to be maintained by the Contractor installed in the Effluent Treatment Plant.
- xx. Precaution against any fire hazards or other damages to Plant and equipment shall be arranged by the firm/ agency / contractor. NIFT shall remain indemnified by the contractor from any encumbrances /loss on this account.
- xxi. The firm/ agency/ contractor shall fulfill the requirement of various law enforcing agencies / local authorities, such as Pollution control Board, Directorate of Electricity Safety, fire etc., by taking their approvals as required.
- xxii. The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at NIFT site.
- xxiii. In case any of staff is not found up to mark and not able to do work properly, he will have to be changed as per the instruction of NIFT.
- xxiv. In case of any problem with the equipment, the firm/agency/contractor shall inform NIFT immediately.

8. Applicable Law:-

- i. The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Central. NIFT shall have no liability whatsoever in any manner.
- ii. Central minimum wages to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.
- iii. Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.



ANNEXURE - I

CERTIFICATE

To,

The Director,
National Institute of Fashion Technology,
Mangattuparmaba, Dharmasala,
Kannur – 670 562

Sir,

It is certified that we have studied, understood and agreed the terms and conditions of the tender for Annual Operation and Maintenance of Sewage Treatment Plant at NIFT campus.

There are no hidden costs to NIFT over and above that indicated in the Annexure - VI (Price Bid Format).

The benefit of reduction in statutory taxes/ levies, if any, arising during the term of the contract, if awarded in our favour, would be passed on to NIFT.

I / We agree to carry out the above works as detailed in the scope of work, at the quoted rates, for a period of one year from the date of award of work to us. Further, I / We agree to abide by all the terms and conditions of this bid.

AUTHORISED SIGNATORY WITH SEAL

Place :

Date :

(Certification on firm letter head)



ANNEXURE - II

DECLARATION

I/ We having our office at
..... declare
that I/ We have never been blacklisted by any state Government/ Central Government or any
State/ Central PSU.

	Signature of the Tenderer
Date:	Name:
	Designation:
Place:	Office Seal:

(Declaration on firm letter head)



ANNEXURE - III

(Format of Indemnity Bond)

INDEMNITY BOND

By THIS BOND I, Shri/Smt.son of Shri. /Smt.....Residing at by occupation the Partner/Proprietor/Director having office at am a tenderer at National Institute of Fashion Technology (NIFT).

- 1. WHEREAS, the said NIFT asked every tenderer, who is not covered under E.S.I. or any other insurance Act or exempted to furnish an Indemnity Bond in favour of NIFT against all damages and accident **to the Labourer** Tenderer/ Contractor.
- 2. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/ Contractor named herein above shall indemnify the NIFT against all damages and accident occurring to the Labourers of the Tenderer/ Contractor as demanded by the NIFT and which shall be legal and/or claimed by the NIFT during the execution of the work stated in the NIT No:- _____ AND the Contractor hereunder agree to indemnify and at all times keep indemnified the NIFT and its administrator and representative and also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I,, the Partner/ Proprietor/Director..... Hereto set and seal this the..... Day of in the yearat

- 1. Signature:
Name:
Address:

Sureties Signature of the Indemnifier Witnesses

- 2. Signature
Name:
Address:



ANNEXURE - IV

NATIONAL INSTITUTE OF FASHION TECHNOLOGY – KANNUR
TECHNICAL BID - GENERAL INFORMATION
(To be filled in by the bidder for the Technical Bid)

PART A: Brief Description of the Tenderer

1. NAME OF TENDERING COMPANY/ FIRM

2. Type of Organization Individual/ Partnership/ Pvt. Ltd

3. NAME OF OWNER / PARTNERS / DIRECTORS

4. FULL PARTICULARS OF OFFICE

(a) ADDRESS

(b) TELEPHONE NO

(c) MOBILE No.:

(d) E-MAIL ADDRESS

(e) Company website, If any

(f) Year of establishment

5. Details of payment

S. No:	Particulars	Bank Details	Amount with date	Valid up to
1	Tender cost of Rs 354/-			
2	EMD deposit of Rs 25000/-			

6. DETAILS OF EXISTING STAFF

S No.	Name	Qualification	Designation	Place of posting	ESI No. P.F. No.
1					
2					
3					



7. REGISTRATION DETAILS: (Details of supporting documents enclosed with self-attested)

S. No.	Registration Under	Registration No.	Valid up to	Proof enclosed in Page No:
1	Firm / Company Registration (delete whichever is not applicable)			
2	PAN/ GIR No:			
3	EPF registration No:			
4	ESI registration No:			
5	GST Registration No:			
6	Registered with CPWD/PWD/any Govt. body/Autonomous body etc., If yes, please attach photocopy.			
7	Others			

8. TURNOVER OF THE TENDERER DURING

S. No	Annual Turn over	Amount in lakhs	Proof enclosed in Page No:
1	2014-2015		
2	2015-2016		
3	2016-2017		

Note: Details of supporting documents enclosed with self-attested (Self-attested copy as proof of the above must be attached to qualify, compulsorily, Original papers should be provided for verification purpose)



PART B: Experience of the Tenderer

(Experience of relevant and similar work of annual Operation and Maintenance of Sewage Treatment Plant and repair works in the buildings completed during last three years receding March, 2018 and on-going works. Separate sheet for each work may be used).

1. LIST OF CLIENTS

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

- (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.

Signature of the Tenderer

Date:

Name:

Designation:

Place:

Office Seal:

Note: Please read Tender carefully and fill up the above information

**ANNEXURE - V****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.354/-			
	EMD value of Rs.25,000/-			
	Whether the completed details has been Submitted as Undertaking & acceptance letter by the agency (on original stationery) (Annexure- I to IV)			
	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?			
	GSTIN Registration No.			
	Registered with CPWD/PWD/any Govt. body/Autonomous body etc., if any			
	Checklist for submission of bid in the format attached as (Annexure- V)			
	Copy of Audited Balance Sheets and Profit & Loss Statements for last three			
	Experience of relevant and similar work			
	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?			
	Original Bidding Document duly signed & stamped. Submitted?			
	Duly filled Financial bid place in separate cover (Annexure-VI)			
	(Any other detail Specify)			

Date :-

Place:-

Signature of authorized person of the firm/agency with stamp



ANNEXURE - VI

PRICE BID
AMC for Sewage Treatment Plant 200 cmd / day at NIFT campus

S No.	Description	Amount (Rs.)	
		In figure	In words
	Annual Operation and Maintenance Contract of Sewage Treatment Plant having capacity 200 cmdper day including following: -		
1	Rate for Operator (for one month)		
2	Rate for Helper (for one month)		
3	Rate Filtration and treatment etc. (for one month)		
4	Rate Repair of all equipment's, (for one month)		
5	Rate Maintaining all type of spares (for one month)		
6	Rate Repair and maintain treated (for one month)		
7	Rate Cleaning of tanks (for one month)		
8	Rate Painting of corrosive parts etc.work as detailed in enclosed specifications/ tender document. (for one month)		
9	Total (for one month)		
10	Any Discount		
	Grand Total per month (excluding GST)		

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

- I. 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.
- II. 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.

NOTE: -

- 1. Do not attach any other sheet to this Annexure.
- 2. The tenderers are advised to ensure that the prices and other details are filled in correctly and completely in the above format. Submission of incorrect or incomplete information, and / or submission of the above format with arithmetical errors in compilation of the data would be at the tenderer's sole risk and the decision of NIFT in such cases would be final and binding.

SIGNATURE WITH SEAL

Name

Designation

Mobile No:



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 incorporation 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 Sub-Clause.
- (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.
iv) **“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.

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 t 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 one year or as mentioned in the letter of commencement and shall start from the date of issue of letter to commencement and shall stands terminated after the expiry of one 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 two 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 it's 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.

- A penalty of **Rs.6000/-** per month will be deducted from the bill for the months when test Certificate from approved Lab is not submitted.
- A penalty of **Rs.300/-** per day will be deducted from the bill for each day the semi-skilled helper is not provided.
- A penalty of **Rs.600/- per 8 hours** shift will be deducted from the bill for each 8 hours shift when the skilled Technician/ operator is not provided.

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. 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.



- ii. Certified bills miscellaneous materials purchased under different heads with the approval of the NIFT Authority
- 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. Security Deposit / Performance Guarantee:

- The Agency shall furnish a Security Deposit in the form of Bank Guarantee within two weeks of award of work (from any one of the Nationalized Bank or SBI) or by Demand Draft for 10% 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 Performance (Bank) Guarantee, it should be valid for 2 months beyond the contract period for lodging the claims, if any.
- 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 uncashed 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 NIFT Kannur shall have the exclusive jurisdiction in any case of any dispute between the parties.

11. 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 - II) 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 Rs100/- per event per hour shall be made from the subsequent payment certificate of the contractor.
- The Sewer man 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.



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:

*To be submitted along with running bills.

Enclosure –II:

MAINTENANCE COMPLAINT REGISTER

S. No.	Date & Time	Complainant	Nature of Complaint	Complaint Attended Date & Time	Remark	Signature of Contract



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 there to, 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 here in 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, 2018 between National Institute of Fashion Technology, NIFT Kannur, 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 Operation and Maintenance of the Sewage Treatment Plant (STP)/ pumps for water supply at its NIFT CAMPUS (hereinafter called NIFT) as per quotation notice no. 12173(2.1)/NIFT/KNR/EDMT-PUR/2018 DATED: 01.05.2018.
- 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.
- c. AND WHEREAS, hereinafter called the “Contractor” having its office at, have submitted their offer for providing the services, as described under “Duties and Obligations” of the Contract.

Now the Agreement witnesses as under:

The Contractor agrees to perform all such works required for the Operation and Maintenance of the STP/Pumps for water supply at NIFT as detailed in the Scope of Work subjected to general conditions of Contract, specific requirements and conditions, duties and obligations of the contractor, notice inviting quotations and other terms of Contract attached to the bid documents and NIFT in consideration of the said services rendered by the Contractor agree to pay the Contractor the fee for such services at such accepted rates and in such accepted manner as incorporated in the “TERMS OF PAYMENT” quoted.

This Contract is governed by all and every one of the Clause in the scope of work, duties and obligations of Contractor, general conditions of contract and other terms of contract and terms of payment, annexed to this Agreement and the Contractor and NIFT hereby agree to abide by these terms.

In witness thereof the parties of this Agreement, viz., the Contractor and NIFT have herein got their hands this day of

For NIFT KANNUR
DIRECTOR

For Contractor

Witness: 1.
2.

Witness: 1.
2.