

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

KANNUR CAMPUS

कन्नूर कैंपस

(An institution under 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)

(राष्ट्रीय फैशन प्रौद्योगिकी संस्थान के तहत एक संस्थान जो निफ्ट अधिनियम 2006 द्वारा शासित एक सांविधिक निकाय है और कपड़ा मंत्रालय, भारत सरकार द्वारा स्थापित है)

TENDER FOR THE WORK OF PROVIDING PARTITION TO ROOMS IN NIFT KANNUR CAMPUS

NIFT-KNR/Building/1931/2018

Dated: 06.02.2019

BID SCHEDULE

Date of publication of tender Notification	06.02.2019:11.00 hours	
Date from which tender document can be downloaded	06.02.2019:11.00 hours	
Date of commencement of submission of bids	06.02.2019:11.00 hours	
Last date for submission of bids.	26.02.2019:15.00 hours	Extended up to 05.03.2019:15.00 hours
Date and Time of the opening Technical Bids	26.02.2019:16.00 hours	05.03.2019:16.00 hours
Date and time of opening financial Bids	will be notified to the technically qualified tenderers	

Note: This tender document contains 21 pages. Interested firms should submit their tender and the bids along with copies of all relevant certificates, documents, etc. in support of their technical & financial bids – all duly signed and stamped – to The Director NIFT Kannur Campus, Dharmasala, Kannur-670562, Kerala, to reach before ~~26.02.2019~~ 05.03.2019 :15.00 hours. Tender document can be downloaded from “tenders” link of the NIFT website i.e. <https://nift.ac.in/kannur/tenders>.

The Technical and Financial bids should be kept in separate covers sealed and duly superscribed as ‘Technical bid’ and ‘Financial bid’ as the case may be. Both the bids shall be put in to another large cover duly sealed and superscribed as ‘Tender for the work of providing partition to class rooms in NIFT Kannur Campus’.

**NIFT CAMPUS, Dharmashala,
Kannur – 670562**

Phone: 0497 2784780 to85

<http://www.nift.ac.in/kannur/tender>

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1. INTRODUCTION

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in the 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 professionals 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.

NIFT, Kannur Campus was established in the year 2008 with undergraduate and post graduate programmes. It is situated at DHARMASALA, in Kannur District, Kerala.

2. NOTICE INVITING TENDER:

Director NIFT Kannur Campus invites tenders from contractors/firms who/that satisfy the conditions mentioned under Technical Qualification Criteria for the work of **“Providing partition to rooms in NIFT Kannur Campus”** as per the specifications and quantity mentioned in the Schedule of Works/Financial bid. Interested contractors/firms should submit their tender and the bids with all relevant certificates, documents, etc., as required, in support of their technical and financial bids – all duly signed and stamped – from 06.02.2019:11.00 hours to ~~26.02.2019~~ 05.03.2019 up to 15.00 hours. Tender documents can

be downloaded from the “tenders” link of the NIFT website i.e. <https://nift.ac.in/kannur/tenders>.

Correspondence Address: The Director, National Institute of Fashion Technology, NIFT Campus, Dharmasala, Kannur-670562, Kerala.

If any clarification is required relating to this tender, the same can be sought from the following officers of NIFT Kannur.

- Shri.Nagaraj T.R, Assistant Director, 0497-2780434, e-mail:ad.kannur@nift.ac.in
- Shri Divakaran K, OSD Civil, Mob: 9387694398

The bids are to be submitted in two parts viz., "Technical Bid" and "Financial Bid" in separate sealed envelopes superscribed as “Tender document for the work of Providing partition to rooms in NIFT Kannur Campus -Technical Bid" and “Tender document for the work of Providing partition to rooms in NIFT Kannur Campus - Financial Bid" as the case may be. Cost of Tender Form and Earnest Money Deposit (EMD) is part of Technical bid and should be kept in the envelope containing the Technical bid. Both the bids-Technical and Financial- along with all other documents shall be submitted in a large envelope sealed and superscribed as “Tender document for the work of Providing partition to rooms in NIFT Kannur Campus” to “The Director, National Institute of Fashion Technology, NIFT Kannur Campus, Dharmasala, Kannur-670562, Kerala” to reach the office on or before ~~26.02.2019~~ 05.03.2019 :15.00 hours.

Date from which forms can be downloaded	06.02.2019:11.00 hours
Date of commencement of submission of bids	06.02.2019:11.00 hours
Last date for bid submission	05.03.2019:15.00 hours.
Date of Technical bid opening	05.03.2019:16.00 hours
Date of Financial bid opening	will be notified to the technically qualified tenderers, after evaluation of Technical Bid
Bid validity	90 days from the date of opening of financial bid
PAC	Rs. 7 Lakh
Cost of tender form	Rs.500 plus GST 18%
Earnest Money Deposit (EMD) (in the form of DD)	Rs.15000/-

3. INSTRUCTIONS TO BIDDERS.

3.1 Inspection of Site: The tenderer shall inspect and examine the Class rooms/site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and materials necessary for the completion of the works and the means of access to the site and shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender.

3.2 Sufficiency of Tender: The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Price bid, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

3.3. It is the responsibility of the tenderer to read all terms & conditions of this tender carefully before submitting the tender. Incomplete tender documents or bids not responsive enough to the tender terms, are liable to be rejected.

3.4 Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender. Please cross out any mistakes and rewrite the same and counter sign/attest by the authorized signatory. Failure to comply with the conditions may result in rejection of the tender.

3.5. Vague/incomplete details in the bid shall make it liable to be rejected as; such shortcomings in the offer shall be interpreted as incompetence and disinterest on the part of the bidder to meet tender requirements.

3.6. The bids shall be exactly according to the prescribed formats. Modifications/rewording of formats shall not be acceptable.

3.7. Incomplete tenders, amendments and additions to tender after opening the tender and tenders received after the last date and time prescribed for submission shall be liable to be ignored

3.8. All documentations are required to be in English.

3.9. Price shall be mentioned in Indian Rupee in figures as well as in words. If any discrepancy is observed in the amount written in the figures and that in words, the amount written in words will prevail. No overwriting or use of correction fluid shall be accepted. Corrections, if any, shall be legible and signed/attested by the authorized signatory. Each bid must contain the unit price of each item in figures as well as in words. The bids will be decided on the basis of total overall cost to NIFT.

3.10. The financial bid shall include all charges (with Break up details) including applicable taxes etc., to complete the work in all respect at NIFT Kannur campus. NIFT will not accept any claim other than mentioned in financial bid.

3.11. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration/presentation etc. shall be borne by the bidder.

3.12. The bidder shall be free from any encumbrance and there shall not be any vigilance/CBI /Court Case pending against the firm. The bidder shall not be black listed by any Govt. /Semi Govt. /Private Institution. A self-certificate in this regard shall be enclosed as in **Annexure -III**.

3.13. *Signing the Tender:* Each page of the tender form shall be signed and stamped for the purpose of the tender offer. In case a company/firm wishes to authorize some other company/firm or person to submit bids on its behalf, valid authorization letter should be attached. The individual signing the tender and the documents in connection therewith must specify whether he/she is signing as:

- An individual
- A sole proprietor of the firm, or constituted attorney of such a proprietor.
- A partner of the firm if it is partnership, in which case he/she must have the authority to sign either by virtue of the partnership agreement or power of attorney.
- Authorized signatory of the firm, if it is a company (a letter of authority in this respect must be enclosed along with the bid).
- A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he/she has the authority to bind the other and if on inquiry it appears that the person so signing has no authority to do so, NIFT may without

prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages that may arise.

3.14. TECHNICAL BID COVER SHOULD CONTAIN the following documents:

3.14.1. Account Payee Demand Draft for Rs.590 (Rupees Five hundred ninty only) (Rs.500 plus GST 18%) drawn in favour of National Institute of Fashion Technology, Kannur and payable at Kannur towards cost of Tender Form

3.14.2 Account Payee Demand Draft for Rs.15000 (Rupees Fifteen thousand only) drawn in favour of National Institute of Fashion Technology, Kannur and payable at Kannur towards EMD.

3.14.3. Original Tender Document (except Financial Bid) including all Annexure (I to V and Statements I&II) attached duly filled, signed & stamped.

3.14.4. Copy of Audited Balance Sheets and Profit & Loss Statements or certificate of Turnover (if accounts not finalized) issued by a Chartered Accountant for the past three years (2015-16, 2016-17 and 2017-18).

3.14.5. Evidence of experience (copies of work orders and certificates of satisfactory completion certificate obtained from the institution/organization concerned) in executing works of similar nature in the last three years as required in the Technical Qualification criteria.

3.14.6. Copy of partnership deed for partnership firm or Memorandum of Association and Articles of Association/certificate of incorporation in the case of companies or Registration certificate in respect of Societies/firms/individuals.

3.14.7. Copy of PAN card of the firm/institution and latest Income Tax Clearance Certificate.

3.14.8. Copy of income tax return filed by agency during last 3 financial years indicating PAN number.

3.14.9. Copy of GST Registration.

3.15. FINANCIAL BID COVER SHOULD CONTAIN Financial Bid only in the stipulated format (**Annexure-VI**) without any condition.

3.16. Bid Opening:

3.16.1. The Technical Bid will be opened on ~~26.02.2019~~ 05.03.2019 at 16.00 hours in the Office of the Director, NIFT Kannur Campus in the presence of the tenderers or their representatives who choose to attend. Tender/s received after the due date and time, by whatever means, shall not be accepted.

3.16.2. In the event of the date specified for bid opening being declared as closed / holiday, bid will be opened at the appointed time and location on the next working day.

3.16.3. Financial bid of only those bidders who are found to be technically qualified after evaluation of technical bids will be opened.

3.16.4. NIFT will not entertain any modification 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.

3.16.5. Date of opening the financial bid will be notified separately to the shortlisted bidders.

3.17 Earnest Money Deposit:

3.17.1. Tenders without EMD and incomplete in content are liable to be rejected.

3.17.2. EMD of the unsuccessful bidders (if submitted) will be discharged / returned as promptly as possible upon the successful bidders signing the agreement pursuant to Clause 6.2 of the General Conditions of Contract or after the expiration of the period of bid validity prescribed in the NIT.

3.17.3. The EMD will NOT bear any interest for the period retained by NIFT.

3.17.4. EMD will be forfeited to NIFT if the bidder:

- Does not accept the work order or backs out after acceptance
- Fails to submit performance guarantee/security deposit and/or sign the formal agreement (in the case of successful bidder).
- If the bidder withdraws the tender after submission. Such bidder may be disqualified from participating in any future tender of the Institute.
- Violates any of the conditions prescribed in the tender document.
- Revises any of the terms quoted during bid validity period.
- EMD of the successful bidder (if submitted) will be discharged upon the bidder signing the agreement pursuant to Clause 6.2 of the General Conditions of Contract, and furnishing the performance security, pursuant to Clause 6.3 there under.
- EMD (if submitted) of the successful bidder is adjustable towards security deposit payable if requested for.

3.18. Right of acceptance:

3.18.1. NIFT reserves the right to reject any or all the bids without assigning any reason(s) thereof. Even after qualifying in technical bid, the financial bid may not be accepted if found not in order at the sole discretion of NIFT. NIFT is NOT bound to accept the tender quoting the lowest rate in the financial bid.

3.18.2. NIFT reserves the right to change the quantity/upgrade the criteria/drop any item or part thereof /change in the scope of work and the bidder shall have to execute at the same Unit Rate/price mentioned in their bid.

3.19 Bid Validity: The bid shall remain valid for 90 days from the date of opening of the Financial Bid. Validity beyond 90 days from the date of opening shall be on mutual consent.

3.20. Period of completion: The works shall be completed in all respects and commissioned within 30 days. The execution of the works shall commence from the 10th day after the date on which NIFT issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. The time allowed for execution of the works as specified shall be the essence of the Contract.

3.21. Warranty: The contractor shall provide defects liability period of at least ONE year for the entire work. The warranty shall include replacement of defective/damaged item. If the completed works/items supplied are found defective/damaged (during the guarantee period) such defective/damaged item shall be replaced by the contractor free of cost to NIFT. The replacement shall have to be carried out within seven days of the date of intimation from NIFT. Period of guarantee/warranty shall be specified in the tender.

4. SCOPE OF WORK

Partition of Room No.204 into four class rooms and other three rooms identified by NIFT into two class rooms each with metal frame and 12 mm good quality water resistant plywood board on both sides of the metal frames. Scope of work includes providing and fixing wooden door frames, Aluminum window frames and flush doors and other connected works relating thereto, for the partitioned class rooms and painting with synthetic enamel paint over plywood partition, as per specifications and details given in Schedule of Work/ Financial Bid (Annexure VI).

The successful bidder (Contractor) shall arrange, at his own expense, all tools, plant and equipment and labour.

Electricity/water required for execution of the work will be provided by NIFT.

5. TECHNICAL QUALIFICATION AND BID EVALUATION CRITERIA:

Only those tenderers who fulfill the under given conditions shall be considered as technically qualified. This is further subject to other conditions and submissions prescribed in the Tender document including *Annexure I* to *V*. Financial bid of those bidders who are evaluated as technically qualified only will be considered for opening.

5.1 The tenderer shall be a contractor registered with CPWD/State PWD or Local Self Governments (LSG) or any other firm registered with appropriate authorities engaged in executing similar works. Tenders from those who do not have valid registration and valid GST Registration will not be accepted. The tenderer should have valid PAN.

5.2 The tenderer shall have experience of having successfully completed during last three years at least three similar works of value not less than Rs. seven lakh. The period of three years shall be considered from the last day of the month just previous to the month in which tenders are invited. Copy of work orders and work completion certificates issued by the concerned authority shall be submitted along with the tender in support of the experience. Similar works mean supply and fixing plywood or similar other boards on metal frames and fixing doors and windows.

5.3 The average annual turnover of the contractor in the last three years commencing from 2015-16 shall not be less than Rs. Seven lakh. The turnover details shall be supported by copy of audited Balance Sheets and Profit & Loss Statements or certificate of Turnover (if accounts not finalized) issued by a Chartered Accountant.

5.4 The Technical bid should contain account payee demand draft for Rs.590 (Rupees Five hundred and ninety only) towards cost of tender form (including GST) and Rs.15000 (Rupees Fifteen thousand only) towards EMD drawn in favour of NIFT Kannur and payable at Kannur.

5.5 Technical Bid cover should contain **ANNEXURE I to IV** of the tender document duly filled in and signed and stamped and check list for submission of bid in the format attached as **ANNEXURE - V**. The information given in the Annexure shall be supported by documents wherever required.

6. GENERAL TERMS AND CONDITIONS:

6.1. All rates shall remain firm for the contract period/extended contract period if any.

6.2 The successful bidder shall execute an agreement in non-judicial stamp paper of value of Rs.200/-(Rupees Two Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within 10 days from the date of issue of letter of acceptance/award. The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Kannur to recover any consequential loss from the successful tenderer.

6.3 Performance guarantee/security deposit: The successful bidder shall, before signing the agreement and within the period specified in the letter of award of contract deposit a sum equivalent to 10 *per cent* of the value of work as performance guarantee in the form of account payee demand draft drawn on any nationalized bank and payable to, NIFT Kannur at Kannur or in the form of bank guarantee (BG) from any commercial bank in India in an

acceptable form and shall be valid for a period of 60 days beyond the date of completion of contractual obligation including warranty obligation of the supplier/contractor. DD or BG shall be submitted within 10 days of release of the work order/letter of acceptance. The security deposit will not bear any interest.

6.4 Penalty/Liquidated Damage: The time allowed to carry out the work as entered in the contract shall be strictly observed by the contractor and will commence from the 10th day from the date of issue of work order. If the successful bidder fails to complete the work in all respects to the full satisfaction of the competent authority and hand over the site to NIFT within the stipulated period of completion, liquidated damages equivalent to 1% (one percent) of contract value shall be charged per week and deducted from the bills of the contractor subject to maximum of 10 percent of the contract value. Once the maximum LD is reached NIFT may consider termination of the contract at the risk and cost of the contractor. Director may at his discretion grant extension of time for completion if requested by the contractor with or without penalty/Liquidated damage. NIFT reserves the right to adjust or set-off the amount of any compensation against any sum payable to the Contractor under this or any other contract with NIFT.

In the event of failure to complete the works even after granting extension of time, Director may arrange to complete the works by engaging any other source at the risk and cost of the contractor. In such case the contractor shall be liable for all damages sustained by NIFT including the liability to pay any increase in rate/price on account of alternate arrangement for completion of the works. Such damages shall be assessed and claimed by the Director, NIFT Kannur whose decision will be final and binding on the supplier/contractor.

6.5. The partitions shall be made at the locations specified by NIFT Kannur Campus at no extra cost other than agreed upon, to NIFT. NIFT is not bound to provide any mode of transport in respect of men or material required for the contract.

6.6. Inspections and Approval: The Director or his representative shall have powers to inspect and examine any part of the Works at any time and the contractor shall give such facilities as may be required for such inspection and examination.

6.7. The Competent authority shall have power:

- To incorporate additional terms and conditions if any in the work order if found necessary to safeguard interests of NIFT.
- To make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- To omit any part of the works in case of non-availability of a portion of the site or for any other reasons;

and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Competent Authority/Engineer-in Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work.

6.8. All the works are to be carried out in accordance with latest CPWD/ ISI Specifications and as per directions of Engineer-in-charge.

6.9. Payment Terms: Payment will be made within 15 days from the date of submission of bill/invoice which is prepared on the basis of actual measurement and on furnishing satisfactory completion/commissioning certificate issued by the Engineer-in

charge/competent authority. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements. Income tax/GST and any other applicable Tax including surcharge, if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provisions of the relevant Acts.

6.10 The supplier shall also give the particulars of their bankers for reference to NIFT.

6.11 Jurisdiction:

In case of any dispute the Jurisdiction of Court will be Kannur, Kerala. In the case of disputes raised by the contractor/supplier, a representation will be made only by the contractor/supplier or the authorized representative of the contractor/supplier and the decision of the Director NIFT Kannur will be binding on the supplier.

7. SPECIAL CONDITIONS

7.1 During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of NIFT or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

7.2. Foreclosure of Contract in Full or in Part due to abandonment or reduction in Scope of Work: If at any time after acceptance of the tender NIFT shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Director/Engineer-in-Charge shall give notice in writing to that effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid full amount for works executed at Site at Contract rates as certified by the Engineer-in-Charge.

7.3 Cancellation of Contract in Full or in Part: The contract in full or in part will stand cancelled if the Contractor:

- At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge; or
- Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- Fails to complete the works or items of work on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- Violates any of the terms and conditions stipulated in this agreement.

In the above cases NIFT without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the NIFT, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- Take possession of the site and any materials, constructional plant, implements, Stores etc., thereon; and/or
- Carry out the part work/ part incomplete work of any item(s) at the risk and cost of the contractor.

In such case the contractor shall be liable for all damages sustained by NIFT including the liability to pay any increase in rate/price on account of alternate arrangement for completion

of the works. Such damages shall be assessed and claimed by the Director, NIFT Kannur whose decision will be final and binding on the supplier/contractor.

Any excess expenditure incurred or to be incurred by NIFT in completing the part work/ part incomplete work of any item(s) or the loss/damages suffered or may be suffered by NIFT as aforesaid without prejudice to any other right or remedy available to NIFT in law or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, NIFT shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the law. In the event of above course being adopted by NIFT, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

7.4. Liability for Damage, Defects or Imperfections and Rectification thereof: If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. In case the Contractor fails to comply with the requirements of this condition, NIFT shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, NIFT shall give three day notice in writing to the Contractor.

7.5 Measurements: All measurements shall be taken jointly by the Engineer-in-charge or any other officer appointed by the Director in this behalf and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the parties. If the Contractor objects to any of the measurements recorded on behalf of the NIFT a note to that effect shall be made and such note shall be signed and dated by all the parties engaged in taking the measurement. The decision of the Competent Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes of Arbitration in respect of all contract items, substituted items, extra items and deviations.

7.6 Methods of Measurement: Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Bill of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

7.7 FORCE MAJEURE: Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods, Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

7.8 MATERIALS: All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

7.9. Labour:

7.9.1 The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

7.9.2 All the workers or employees deployed by the contractors shall be considered as the employees of contractor and NIFT shall not have any liability what so ever in nature in regard to such workers/employees.

7.9.3. The Contractor shall in respect of labour employed by him or his sub-contractor complies with or causes to be complied with the Contract Labour Regulations in regard to all matters provided therein.

DIRECTOR

Signature of the contractor

ANNEXURE I

TECHNICAL BID&GENERAL INFORMATION (To be filled in by the bidder for the Technical Bid)

Name of work: Providing partition to Rooms in NIFT Kannur Campus.

1. Name of the Firm/ Agency/ company :
2. Complete Office Address:
(With contact number & email ID)
3. Company's/firm's website, If any
4. Type of Organization: Individual / Partnership / incorporated / franchise
5. Year of establishment

(Applicable Registration Details may be furnished with copy):

6. Name of the authorized person

(Who signs on the tender documents with Designation & contact No.)

7. Details of enclosures:

Sl. No.	Description			Remark	Attached at Pg. No.
1	Firm / Company Registration details (Copies to be attached)				
2	GST Registration Number (Copies to be attached)				
3	PAN(Copies to be attached)				
4	Account payee DD for Rs.5900 (Rupees Five hundred ninety only) as cost of tender form.	DDNO: Amount Name of bank: Date:			
4	Account payee DD for Rs.15000 (Rupees Fifteen thousand only) as EMD.	DDNO: Amount Name of bank: Date:			
5	Tender document along with compliance to the technical specifications filled and duly signed without mentioning the rates	To be filled, signed and attached with Technical Bid			
6	Work completion period (30 days)	Yes/No			
7	Have you ever been debarred by any Govt. Organization/ PSU/ educational institute	Yes/No			
8	Details of work done (STATEMENT I) and Evidence of experience with client list as given in the eligibility conditions	Copy of work orders and certificates of satisfactory completion			

		etc., to be attached			
9	Annual turnover of at least Rs.7 lakh in the three years (2015-16, 2016-17 & 2017-18) (STATEMENT II)	Copy of certificate to be attached (audited profit & Loss account Balance sheet OR certificate of turnover Issued by CA)			
10	Undertaking duly signed by the tenderer. (Annexure II)	Yes/No			
11	Declaration duly signed by the tenderer. (Annexure III)	Yes/No			
12	Price Bid declaration Annexure- IV	Yes/No			
13	Check list ANNEXURE-V	Yes/No			
14	The Tenderer should provide warranty/guarantee and Free Service for a period of minimum ONE year for the work from the date of satisfactory commissioning. Undertaking to this effect shall be furnished in Annexure II	Yes/No			
15	Any other additional information	Copy to be attached			

I/We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage, the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Date:

Place:

(Authorized Signatory)

Name:

Designation:

Name and Agency:

Address of the Tenderer:

(Company Seal)

STATEMENT I

Details of similar works executed during last three years

Sl No.	Year	Date of WO	Name & address of the party awarded the work	Value of work	Period of completion	Date of actual completion

STATEMENT II

Details of Turnover for the last three years

Year	Turnover in Rupees	Proof attached
2015-16		
2016-17		
2017-18		

ANNEXURE II

UNDERTAKING OF THE BIDDER

To
The Director
NIFT Kannur campus
Mangattuparamba, Dharmasala
Kannur-670562
Kerala

Sir,

I/We have read and examined the following documents relating to.....

.....
(Name of the Work)

1. Notice inviting tender.
2. Instructions to bidders
3. Scope of work & Technical Specifications
4. Eligibility & evaluation criteria
5. General terms & Conditions
6. Special Conditions of contracts

1. I/We hereby unconditionally accept all terms and condition mentioned in ‘Tender Notification for the work of “Providing partitions to rooms in NIFT Kannur, Campus”’.
2. I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in the Tender document.
3. In consideration of I/ We being invited to tender, I/We agree to keep the tender open for acceptance for 90 days from the date of opening of the price bid and not to make any modifications in its terms and conditions which are not acceptable to NIFT.
4. A sum of Rs.590/- towards cost of tender Form (including GST) and Rs 15000/- towards Earnest Money Deposit are hereby forwarded in the form of Demand Drafts in favour of NIFT Kannur Campus payable at Kannur . If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to NIFT, I/We agree that NIFT shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
5. I/We undertake to provide ONE year defects liability period and free maintenance for the work “Providing partition to rooms in NIFT Kannur, Campus” executed by us from the date of satisfactory commissioning of the work. The supplier undertakes to repair/replace the entire high mast light system or the defective/damaged part at no cost to NIFT during the defects liability/warranty period
6. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

7. If, after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that NIFT shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.
8. I/We hereby undertake that the information provided above and elsewhere in the tender is true and if any information is found to be false or have been suppressed by me the tender is liable to be rejected and the EMD forfeited.

Signature of contractor.....
(Duly authorized to sign the tender on behalf of the (in block capitals).....
.....

Dated.....

Witness.....
Date & address.....

ANNEXURE-III
DECLARATION

(In company's/firms letter head)

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

I/We hereby also certify that the Firm/Company/myself is free from encumbrance and no
vigilance case/ CBI case/ Court Case is pending against us/me.

Date:

Place:

(Authorized Signatory)

Name:

Designation:

Name and Agency:

Address of the Tenderer:

(Company Seal)

ANNEXURE IV

PRICE BID CERTIFICATION

To
The Director
National Institute of Fashion Technology
NIFT Campus, Dharmasala,
Mangattuparamba,
Kannur, Kerala. Pin - 670 562

I/We

.....
.....of.....
.....hereby agree subject to acceptance of this tender by the Director, NIFT
Kannur to execute the work of "Providing partition to rooms in NIFT Kannur, Campus' ' in
accordance with the terms and conditions of contract stated in the tender document and as per
specifications, rates and prices specified in Annexure-VI

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Name and Agency:

Address of the Tenderer:

(Company Seal)

ANNEXURE V

TECHNICAL BID- CHECK LIST

Sl. No.	Particulars	Mention "Yes" or "No"
1	Whether "Technical" bid documents (signed Tender documents along with mandatory document requested and all Annexure I to V) and "Financial" bid (Annexure –VI) has been submitted in separate envelopes duly sealed and super scribed?	
2	Whether account payee DD for Rs.590 (Rupees five hundred ninety only) in favour of NIFT Kannur is enclosed as cost of Tender Form	
2	Whether account payee DD for Rs.15000 (Rupees Fifteen thousand only) in favour of NIFT Kannur is enclosed as EMD.	
3	Whether status of the tenderer firm has been furnished with supporting documents	
4	Whether document in support of experience in executing similar works as been attached/ enclosed.	
5	Whether client list includes one Central/State Government institutions or central/state PSUs.	
6	Whether documents in proof of turnover criteria enclosed	
7	Whether copy of Pan Card enclosed	
8	Whether copy of other statutory registration certificates like Goods &Service Tax enclosed [as applicable]	
9	Whether certificate of incorporation or other registration certificates for having registered for doing the business enclosed	
10	Whether agreed to abide by all the terms & conditions of this tender	
11	Annexure –I , II, III, & IV are on company's/firm's letter head	
12	Any other please Specify	

(All above enclosures must be valid (wherever applicable))

Date:
Place:

Name & Signature of the tenderer
with seal

ANNEXURE-VI

PROFORMA OF FINANCIAL BID

Name of Work: Providing partition to Class Rooms with Plywood on metal frames:

Sl No.	Description of work	Unit	Qty	Rate (in Rupees in figures & words)	Total amount
1	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.	Kg	1030		
2	Supplying and fixing good quality 12mm water resistant plywood such as Western India Ply woods, Green Ply or similar brands with ISI marks, on both side of steel frame with 25mm S S screws including cost of ply wood screws and all labour charges but excluding cost of steel frame etc complete	m ²	175		
3	Providing and fixing carbon steel galvanized (minimum coating 5 micron) dash fastener of 10 mm dia. double threaded 6.8 grade (yield strength 480 N/mm ²), counter sunk head, comprising of 10 mm dia polyamide P A 6 grade sleeve, including drilling of hole in frame, concrete/masonry, etc. as per direction of Engineer-in-charge. 10x80mm	Nos.	88		
4	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of first class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.	M ²	8.50		
5	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia. & length (hold fast lugs or dash fastener shall be paid for separately).	M ³	0.16 M ³		
6	Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS:733 and IS:1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat	Kg.	37		

	angle, Aluminum snap beading for glazing /paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.(Glazing, paneling and dash fasteners to be paid for separately):				
7	Providing and fixing glazing in aluminum door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer - in -Charge. (Cost of aluminum snap beading shall be paid in basic item): (fixed window 2x1.95x1.15) (Sliding window 2x0.80x1.95)	m ²	7.65		
8	Providing and fixing aluminum extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight up to 36 kg to 80 kg and door width form 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	Nos.	4		
9	Providing and fixing chromium plated brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.	Nos.	4		
10	Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete:	Nos.	8		
11	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade:	m ²	427 m ²		
12	With ready mixed aluminum primer of approved brand and manufacture on resinous wood and plywood	m ²	350		
Total amount in Figures:					
Total amount in words:					

Date:-

Place:-

Signature of authorized person of the firm/agency with stamp