

नेशनल इंस्टिट्यूट ऑफ फैशन टेक्नोलॉजी, कन्नूर
NATIONAL INSTITUTE OF FASHION TECHNOLOGY
कन्नूर कैंपस
KANNUR CAMPUS

(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)

(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)

**TENDER DOCUMENT FOR SUPPLY OF WORK FORCE FOR
NIFT KANNUR CAMPUS**

12169(2.2)/NIFT/KNR/ADMN/MPOS/2019

DATED: 16.07.2019

BID SCHEDULE

Date of publication of tender Notification	16.07.2019:11.00 hours
Date from which tender document can be downloaded	16.07.2019:12.00 hours
Pre bid meeting	22.07.2019:11.00 hours
Bid submission start date	23.07.2019:12.00 hours
Bid submission end date (online).	09.08.2019:15.00 hours
Last date for receipt of hard copy (filed online) along with documents	12.08.2019:14.00 hours
Date and Time of the opening Technical bid	12.08.2019:15.00 hours
Date and time of opening financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains 24 pages. Interested Agencies should submit their tender and the bids along with scanned copies of all relevant certificates, documents, etc. in support of their technical & financial bids – all duly signed and stamped – on the website <https://nifttenders.eproc.in>. Tender document is also available for viewing on the “tenders” link of the NIFT website i.e. <https://nift.ac.in/kannur/tenders>. Application through any other mode will not be considered. Last date for bid submission online is 09.08.2019:15.00 hours

Tenderers are also requested to send hard copy of the tender form and all other documents submitted online, to the Director NIFT Kannur campus duly signed and stamped on all pages. Tenders shall be submitted in two separate sealed covers duly superscribed as ‘Technical bid’ and ‘Financial bid’ as the case may be. Both the covers shall be put in to another large cover duly sealed and superscribed as ‘Tender for Supply of work force to NIFT Kannur Campus’. Hard copy of tender documents completed in all respects shall be sent to: The Director NIFT Kannur Campus, Dharmasala, Kannur-670562, Kerala, to reach before 12.08.2019:14.00 hours.

**NIFT CAMPUS, Dharmasala,
Kannur – 670562**

Phone: 0497 2784780 to85

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

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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 an 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 online tenders (e-procurement mode) under two bid systems from eligible agencies, for providing “workforce for NIFT Kannur Campus”. The Agency shall have all necessary statutory registrations required in this field and experience of at least three years in the same field. Tender forms can be downloaded from NIFT Portal <https://nifttenders.eproc.in>. Tenders will be received online through the portal <https://nifttenders.eproc.in> from 23.07.2019:11.00 hours to 09.08.2019 up to 15.00 hours. Bidders are required to upload the tender form and all other documents in pdf format duly signed and stamped as technical bid. Price quote shall be in the financial bid. Application through any other mode will not be considered. Tender documents can also be viewed on the “tenders” link of the NIFT website i.e. <https://nift.ac.in/kannur/tenders>.

For submitting tender online, the interested Agencies should first get itself registered at <https://nifttenders.eproc.in> by paying online:

- Registration Charges of **Rs. 2000/- + GST Rs.360/- = Rs.2360/-** (Rupees Two Thousand Three Hundred and sixty Only – non-refundable).
- Bid Processing Fee of **Rs. 3040/- + GST Rs.547/- = Rs. 3587** (Rupees three thousand five hundred eighty seven only – non-refundable).

For enquiries on online procedure/For Helpdesk officers : Mr.Sandeep Bhandari

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

Phone No.:- 0124-4302033 &36

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.Chandrabhanu R, OSD Purchase phone:0497-2784782, e-mail:osdpurchase.kannur@nift.ac.in

The Agencies after submitting the tender online should also submit hard copy of the tender form and all other documents required therein to “The Director, National Institute of Fashion Technology, NIFT Kannur Campus, Dharmasala, Kannur-670562, Kerala” latest by **12.08.2019:14.00** hours. Non-submission of hardcopy as directed will lead to rejection of the tender application.

The hard copy of the bids are also to be submitted in two parts viz., “Technical Bid” and “Financial Bid” in separate sealed envelopes superscribed as “Tender for Supply of work force for NIFT Kannur campus’-Technical Bid” and “Tender for Supply of work force for 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 (along with all other documents submitted online) and Financial- shall be submitted in a large envelope sealed and superscribed as “Tender for Supply of work force for 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 12.08.2019:14.00 hours.

BID SHEDULE

EMD in the form of DD	Rs.90000/-
Date from which forms can be downloaded	16.07.2019:12.00 hours
Pre bid meeting	22.07.2019:11.00 hours
Bid submission start date	23.07.2019:12.00 hours
Last date for online bid submission	09.08.2019:15.00 hours
Last date for receipt of hard copy	12.08.2019:14.00 hours
Date of Technical bid opening	12.08.2019:15.00 hours
Date of Financial bid opening	will be notified to the technically qualified tenderers, after evaluation of Technical Bid
Bid validity	120 days from the date of opening of financial bid

3. INSTRUCTIONS TO BIDDERS.

- 3.1.**Tender shall be submitted by online mode through the website <https://nifttenders.eproc.in>, in official tender form only. If submitted in any other form the same shall be summarily rejected.
- 3.2.**Tenders received without EMD of Rs.90000/- shall be summarily rejected.
- 3.3.**The schedule issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications/alterations of the schedule considered necessary by the tenderer should be in separate letter accompanying the tender. No paper shall be detached from the tender.
- 3.4.**Services to be provided by the Agency are indicated under Scope of Work.
- 3.5.Sufficiency of Tender:** The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender and of the rates and prices quoted in the Financial bid. The rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper delivery of service at NIFT Kannur Campus.
- 3.6.**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.
- 3.7.**Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.8.**Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations or use of correction fluid are not permitted in the tender. Please cross out any mistakes

and write the correct one and counter sign/attest by the authorized signatory. Failure to comply with the conditions may result in rejection of the tender.

- 3.9.** 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.
- 3.10.** If any difference is found in the hard copy of the tender documents and that submitted online, only online bid(s) will be considered.
- 3.11.** One Agency/Contractor shall submit only one Tender for the entire scope of work. Agency/Contractor who submits more than one tender or part tender will be treated as non-responsive & rejected.
- 3.12.** The bids shall be exactly according to the prescribed formats. Modifications/rewording of formats shall not be acceptable.
- 3.13.** 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.
- 3.14.** All documentations are required to be in English.
- 3.15.** Tenderers are required to quote only the rates of administrative / professional charges per employee per month for providing work force to NIFT Kannur. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all other statutory dues like PF, ESI, etc.
- 3.16.** 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. The bids will be decided on the basis of total overall cost to NIFT.
- 3.17.** The financial bid shall include all charges (with Break up details) including applicable taxes etc. NIFT will not accept any claim other than mentioned in financial bid.
- 3.18.** Cost involved in submitting the bids, attending the tender opening and any other meeting etc., shall be borne by the bidder.
- 3.19.** 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 have been black listed by any Govt. /Semi Govt. /Private Institution. A self-certificate in this regard shall be enclosed as in Annexure -II.
- 3.20.** ***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/ execute contracts on behalf of the firm either by virtue of the partnership agreement or power of attorney duly executed by the partners of the firms. Letter of authority shall be enclosed. A copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit

on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate of registration of firm should be attached along with the tender papers. Where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm.

- Authorized signatory of the firm, if it is a company (a letter of authority in this respect must be enclosed along with the bid). The person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
- 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.

3.21. TECHNICAL BID SHOULD CONTAIN following documents duly uploaded:

- 3.21.1. Tender Document (except Financial Bid which shall be put in a separate cover) including all Annexure (I to IV) attached duly filled, signed & stamped on all pages.
- 3.21.2. Account Payee Demand Draft for Rs.90000/- (Rupees Ninety thousand only) drawn in favour of National Institute of Fashion Technology, Kannur and payable at Kannur towards EMD.
- 3.21.3. 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 (2016-17, 2017-18 and 2018-19).
- 3.21.4. Evidence of experience (copies of work orders and certificates of satisfactory completion (good performance) obtained from the institution/organization concerned) for having supplied man power (work force) services in the last three years ending 30 June 2019. Contact details (telephone numbers, address, email, etc.) of officials concerned in the organizations to which manpower was supplied in the last three years shall be furnished.
- 3.21.5. Authorization letter from competent authority, if the documents are signed by person other than the authorized person as per partnership deed/Memorandum & Articles of Association etc.
- 3.21.6. Copy of Partnership deed in case of partnership firms/Memorandum of Association and Articles of Association/certificate of incorporation in the case of companies and copy of Registration certificates in case of Societies etc.
- 3.21.7. Copy of Registration/license from competent Registering/licensing authority for supplying workforce.
- 3.21.8. Copy of PAN card of the firm/institution and latest Income Tax returns/assessment orders.
- 3.21.9. Copy of GST Registration.
- 3.21.10. Copy of registration with PF and ESI authorities indicating PF and ESI registration numbers. In case the Agency is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking to the effect that the Agency, if selected for supply of work force to NIFT Kannur, shall get their establishment registered under

PF & ESI within one month from the date of award of the contract and they shall be solely responsible to fulfill the obligation of PF & ESI at no extra cost or responsibility to NIFT Kannur.

3.21.11. Any other details/ confirmation asked in specifications.

3.22. FINANCIAL BID SHOULD CONTAIN the rate of administrative / professional charge per person per month for providing work force to NIFT Kannur in the stipulated format (**Annexure-V**) in figures as well as in words without any condition. The price quote shall include all charges (with Break up) including all taxes etc. NIFT will not accept any claim other than mentioned in financial bid.

3.23. Bid Opening.

3.23.1. The Technical Bid will be opened on 12.08.2019 at 15.00 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. 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.

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

3.23.3. 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.

3.23.4. Date of opening the financial bid will be notified separately to the technically qualified bidders.

3.24. Earnest Money Deposit.

3.24.1 Tenders without EMD are liable to be rejected.

3.24.2 NIFT may accept bids without EMD from those bidders who are registered with the MSME / National Small Industries Corporation (NSIC). Certificate must be enclosed with technical bid for EMD Exemption.

3.24.3 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 6.4 of the General Conditions of Contract or after the expiration of the period of bid validity prescribed in the NIT.

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

3.24.5 EMD will be forfeited to NIFT if the bidder:

- Does not accept the work order or backs out after acceptance (in the case of successful bidder).
- 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 6.4 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.

3.25. Right of acceptance:

3.25.1. 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.

3.25.2. 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.

3.25.3. NIFT reserves the right to postpone/modify and / or extend the date of receipt or of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from NIFT.

3.26. Bid Validity: The bid shall remain valid for at least 120 days from the date of opening of the Financial Bid. Validity beyond 120 days from the date of opening shall be on mutual consent.

3.27. Period of Contract: The contract shall remain valid for a period of one year and it may be renewed on the same terms and conditions on mutual consent basis. The contract once awarded can be terminated by NIFT after giving one month notice to the other party. Nevertheless, NIFT may terminate the contract with the Agency without any notice in case the Agency commits breach of any of the terms of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the Agency. In case the contractor wants to discontinue the contract the Agency shall give three months advance notice to NIFT in writing stating reasons for the same.

4. SCOPE OF WORK

4.1. The selected agency shall provide qualified, adequately experienced, industrious and well-disciplined personnel having fair command on Hindi & English as and when required by NIFT. The immediate requirement in different categories will be 10 persons.

4.2. *Eligibility conditions and qualifications for the personnel to be supplied::*

Educational Qualification/ Experience/ Job Description etc., for the various posts will be as per NIFT Establishment Policy which is given as Appendix A. These may be amended/ changed/updated by Authority as per requirement. The selected Agency shall supply personnel accordingly.

4.3. Maximum age of the personnel to be supplied shall not be more than 55 years.

4.4. The requirement of workforce may vary depending upon the volume of work, functional requirements etc. during the course of the contract.

5. TECHNICAL QUALIFICATION AND BID EVALUATION CRITERIA:

Only those tenderers who fulfill the under given conditions shall be considered as technically qualified.

- 5.1. The bidder should have at least three year experience (as on 30.06.2019) in providing workforce to Central/State Government Organizations/banks/autonomous organizations or reputed educational institutions with more than 500 students in an academic year.
- 5.2. The bidder must have entered into at least three similar contracts of supplying manpower/workforce to organization in the last three years of which one shall be with any Central/state Government Organization. Copy of agreement / Work order must be attached along with 'good performance certificate' issued by the concerned organizations clearly mentioning number of manpower deployed. Similar work means providing workforces in all categories such as skilled/semiskilled/highly skilled etc.
- 5.3. The bidder must have at least 10 personnel continuously on roll for the last six months.
- 5.4. The annual turnover of the Agency by way of providing similar services, in the last three years (2016-17, 2017-18 and 2018-19) shall not be less than Rs.36 lakh. Copy of audited Statement of Profit & Loss and Income tax returns with matching PAN No. must be enclosed.
- 5.5. The bidder should have a valid registration/license with the appropriate registering/licensing authority for supplying work force.
- 5.6. The bidder should have a valid registration under EPF & ESI Rules. In case the Agency is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking to the effect that the Agency, if selected for supply of work force to NIFT Kannur, shall get their establishment registered under PF & ESI within one month from the date of award of the contract and they shall be solely responsible to fulfill the obligation of PF & ESI at no extra cost or responsibility to NIFT Kannur.
- 5.7. The bidder should have valid PAN
- 5.8. The bidder should have valid GST Registration
- 5.9. The Agency/Contractor shall not have been blacklisted by any Government, Semi-Government Department or any other organization. An undertaking to this effect in own letter head in original shall be given by the firm along with the Tender document in the prescribed format (Annexure II).
- 5.10. Financial bid of those bidders who are evaluated as technically qualified only will be considered for opening. The bid will be decided on the basis of least cost to NIFT. In case two or more Agencies quote the same rate for administrative/service charge per person per month, the bid will be decided on the basis of number of live contracts as on 30.6.19. The tendering authority reserves the right not to accept tender even if it is lowest in financial bid.

6. TERMS AND CONDITIONS:

- 6.1. The rates quoted and accepted shall remain firm for the contract period/extended contract period if any.
- 6.2. The Selected Agency shall be ready to provide workforce services immediately on receipt of the work order.
- 6.3. **Performance security:** 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 aggregate of total amount payable to the Agency towards reimbursement of wages and other charges (Rs.38 lakh at the current rate of minimum wages) during the contract period (one year) and administrative charges for one year as performance security in the form of account payee demand draft (DD) drawn on any commercial 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 the manpower service provided by the contractor. Security deposit can be paid by online transfer to NIFT account after seeking advance permission. Security Deposit shall be submitted within 10 days of release of the work order/letter of acceptance. The security deposit will not bear any interest. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will be liable to be forfeited besides annulment of the contract.

- 6.4. The successful bidder shall execute an agreement in non-judicial Kerala 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.
- 6.5. The Contract between NIFT and the selected Agency shall be a commercial contract. There shall be no employer-employee relationship between the NIFT and the contractor and/or the personnel supplied by the Agency.
- 6.6. The Agency shall not appoint any Sub-company/Sub-Agency to carry out any obligation under the contract.
- 6.7. **Period of Contract:** The contract shall remain valid for a period of one year on the same terms and conditions on mutual consent basis. The contract once awarded can be terminated by NIFT after giving one month notice to the other party. Nevertheless, NIFT may terminate the contract with the Agency without any notice in case the Agency/the personnel supplied by the Agency commit breach of any of the terms of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the Agency. In case the contractor wants to discontinue the contract he shall give three months advance notice to NIFT in writing stating reasons for the same.
- 6.8. The Agency shall be responsible for supplying personnel of requisite qualification, experience as per eligibility and qualification prescribed. The personnel shall be industrious.
- 6.9. The Agency shall supply personnel against the specified category as and when requested. NIFT will have right to increase or decrease the requirement of workforce on the basis of emergency or to the convenience of NIFT.
- 6.10. The Agency shall, prior to the commencement of the operation of the contract, make available to NIFT the following documents.
 - Appointment letter
 - Bio-data of the persons containing full details such as address, date of birth, qualification and experience
 - Character certificate from a gazette officer of Central/State government
 - Certificate of verification of antecedents of the persons by local police authority.
 - Copy of photo ID proof.
- 6.11. NIFT reserves it right to independently scrutinize and verify the bio data and credentials of the personnel proposed by the Agency before taking final decision on engagement of each person so proposed.

- 6.12. The Agency shall maintain an Attendance Book (Manual & Biometric), which should be made available at entrance desk along with in and out time of personnel supplied by the agency at NIFT Kannur.
- 6.13. The personnel supplied by Agency should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should be in uniform while on duty. Medical certificate in respect of fitness of guards/ employees deputed may be produced.
- 6.14. The Agency and the personnel supplied will work in close co-operation and co-ordination with other agencies working at site.
- 6.15. The Agency shall be fully responsible about the conduct of his employees and shall ensure that their behavior with all other persons in the office and campus (ex: students, officers, staff etc.) is always good and cordial. If any such person is found to have misbehaved or misconduct or have indulged in any kind of activities against the interest of NIFT, or efficiency of any person employed by the Agency is found unsatisfactory, the Agency shall have to remove such person immediately. The decision of the Designated Officer in this regard shall be final and binding on the Agency. The Agency will be responsible for supplying suitable replacement in such cases
- 6.16. Except in the aforesaid situation, the Agency shall not withdraw any personnel supplied by it as part of the contract without due notice of one month and supply of substitute immediately.
- 6.17. The Agency shall be responsible for the workforce supplied to keep discipline in and outside the campus. The Agency shall be responsible if the personnel deputed are found mishandling/ misusing the articles/ items / Machineries etc., provided for maintenance. In case of any damage the Agency shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Agency itself.
- 6.18. The Agency/contractor shall be responsible for any loss or damage caused or suffered by NIFT Kannur on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. In this connection, NIFT shall have the right to deduct appropriate amount from the bill of contracting Agency to make good such loss to NIFT besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Agency, NIFT shall have right to terminate the contract forthwith and/or take any other action without assigning any reason whatsoever.
- 6.19. On termination of the agreement the person/s deputed by the Agency should hand over all the equipment's/ articles as supplied by the NIFT in good working condition as it was given to them and if any damages are found, the cost/charges thereof shall be recovered from the contractor.
- 6.20. None of the personnel deployed to NIFT by the Agency as part of the contract shall enter into any kind of private work at any other locations during NIFT working hours.
- 6.21. NIFT is not bound to provide any mode of transport, food, accommodation or medical facilities in respect of the personnel supplied.
- 6.22. The personnel supplied by the Agency/Contractor shall not be treated as the staff of NIFT for any purpose whatsoever. The personnel engaged through the agency will have no right whatsoever for permanent / contractual employment/ regularization/ absorption in National

Institute of Fashion Technology or any of its Centers. The personnel deployed by the Agency shall be directly supervised and controlled by the Agency, and shall have no relation whatsoever with NIFT. However, NIFT shall have power to control or supervise such personnel or to take any action against them as permissible under law. The services rendered shall be to the satisfaction of the NIFT authorities.

- 6.23. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labor Act and all other labor and industrial enactment at his own risk and cost in respect of all personnel supplied by the Agency to NIFT Kannur and shall keep NIFT Kannur indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the Acts etc. The Agency/Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above mentioned rules and regulations and authorized representative of NIFT Kannur shall be entitled to inspect all such records at any time.
- 6.24. The Agency shall be further responsible for proper discipline of the personnel supplied by him and their work besides observing other obligations. No child labourers shall be permitted by NIFT under this contract. Further, the Agency shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event of any violation of any contractual or statutory obligation regarding the personnel/ labour, the Agency only shall be responsible and liable for the same. Further, in the event of any claim, action or suit is instituted against NIFT, the Agency shall be required to reimburse to NIFT, any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. NIFT shall also have the right to deduct these amounts from the payment due to the Agency while releasing the payments.
- 6.25. The Agency shall be solely and exclusively responsible to adhere to meet all statutory obligations under Indian laws in respect of compliance of all the rules, regulations and directions given by any statutory authority with regard to safety, labour laws (ESI, PF, Bonus etc.), Tax laws (Income Tax, Goods and Service Tax (GST) or any other extra taxes levied by the Govt. from time to time, Companies Act etc., and also in respect of Tax Deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herewith or any other prevalent laws.
- 6.26. The Agency shall in no case pay its employees less than the minimum mandatory rate per month prescribed by Central government. The Agency shall be solely and exclusively responsible for payment of wages to the personnel supplied to NIFT as part of this contract. The Agency shall submit to NIFT, an undertaking and proof of payment to its employees as per minimum wages rates, each month along with claim for payment.
- 6.27. The payment for each month shall be made within seven working days of the succeeding month. If the payments are delayed for more than 30 days beyond the prescribed seven working days in any month, NIFT reserves its right not to pay the administrative/service charges for that month, without seeking any further clarification from the Agency.

- 6.28. Grievance/complaints if any received from the personnel or group of personnel or from any other Government/statutory authorities in regard to payments/remittance of statutory dues will be viewed seriously and penalty as stated above will be imposed. In such cases, NIFT reserves the right to black list the Agency from participating in any tender invited by NIFT in future.
- 6.29. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. The contractor shall furnish the subscription details of EPF/ESI of each individual employee deployed on outsource basis. If the personnel supplied is having ECHS (Ex-servicemen Contributor Health Scheme) benefit or any other kind of free medical benefit which included their family, no ESI contribution need to be remitted. This will be considered only when the employee produced ECHS cards or any other scheme cards which is valid and attested by both employees and Agency (attested copy as proof for records).
- 6.30. The proof of having remitted the statutory dues shall be produced for reimbursement of such dues. The Agency shall keep a record of payments which may be examined by the Institute at any time. In case of remittance of ESI and EPF and Bonus to individual employees, the Agency shall produce original challans/ receipts to the Institute for the records.
- 6.31. The Agency shall maintain 'wage register' in respect of each personnel deputed to NIFT KANNUR.
- 6.32. NIFT shall in no way be responsible for any default with regard to any statutory obligation in regard to supply of workforce and the Agency shall at all-time indemnify NIFT and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and damage, personal accident, injury or death of/ or property or person of any sub-contract and or the servants or agents of the Agency any sub-Agency (s) and or the owner and the Agency shall at his own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act/ Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- 6.33. **Payments:**
- 6.33.1. All payments to the Agency will be on reimbursement basis.
- 6.33.2. The monthly bill(s) should be submitted in duplicate by the Agency/contractor along with necessary documents as proof of payment towards wages, EPF remittance, ESI remittance / any other payments as envisaged in the contract and necessary certificates that NIFT may prescribe from time to time. The payment shall be released on monthly basis after satisfactory completion of the services duly certified by competent authority.
- 6.33.3. All payments to the personnel supplied shall be through their Bank account only and the proof of remittance shall be invariably attached with the monthly bills.
- 6.33.4. NIFT will make payments to the Agency through NEFT/ RTGS within 15days from the date of receipt of bill(s) and due verification of the bill(s). The Agency shall furnish the mandatory details for making payments.

- 6.33.5. All Statutory deductions as per Government orders issued from time to time shall be made from the bill amounts. NIFT reserves the right to recover any amount due for whatsoever reason from the bill(s) submitted by the contractor.
- 6.33.6. As per NIFT policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearest higher rupee and in other cases the rounding off will be to nearest rupee i.e. paise 50 or above will be rounded off the near higher rupee and paise less than 50 will be ignored.
- 6.33.7. The payment of wages to the personnel deployed shall be made directly by the Agency and not through Thekedars. No amount shall be deducted from the wages of the workmen by way of commission of the Thekedars.
- 6.33.8. NIFT- Kannur will decide wages of the incumbent which shall be not less than minimum wages prescribed by the Central government. In the event wages fixed by NIFT Kannur is found less than the minimum wages of central government, the agency should request for revision accordingly. The "Onus" for producing the copy of notification of Minimum Wages will be of the Agency.
- 6.33.9. Except the statutory recoveries such as contribution towards EPF and ESI, no other amount in whatever name (such as charities, relief fund) shall be recovered from the wages of the personnel supplied.
- 6.33. The Agency and personnel deployed for manpower service shall be responsible for strict compliance of all rules and regulations which is already enforced or which may be enforced from time to time by the Appropriate Authority.
- 6.34. In case of any theft or pilferages, loss or others offences, the Agency will investigate and submit a report to NIFT and maintain liaison with the Police. FIR will be lodged by NIFT, wherever necessary. Joint enquiry comprising of both the parties shall be conducted and responsibility fixed if found in need.
- 6.35. Work-plan or duty allocated to the personnel deployed will be communicated by authority as and when required. The personnel deployed should be proactive for all the work assignment by the NIFT authority.
- 6.36. Office timings of the personnel deployed will be as per NIFT norms.
- 6.34. **PENALTY:** The Agency is required to supply suitable workforce immediately on demand/intend. In case of delay for more than one week, penalty of Rs. 200/- per day per person shall be deducted from the monthly bill of the Agency subject to maximum of 10% of the total of wages and administrative/service charge of the personnel unsupplied. In such cases, NIFT reserves the right to black list the Agency from participating in any further tender invited by NIFT in future.
- 6.35. The selected Agency shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of NIFT. Granting such consent will be at the sole discretion of NIFT authorities.
- 6.36. The selected agency shall be solely responsible for redressal of grievances/resolution of disputes relating to the persons supplied to NIFT. NIFT shall in no way responsible for

settlement of such issues whatsoever. NIFT will not be responsible for any damages, losses, financial or other injury claims to any person supplied by the agency as part of the contract, in performing the functions/duties, or for payment towards any compensation.

- 6.37. **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.
- 6.38. **Interpretation of Clauses:** In case of ambiguity in the interpretation of any of the clauses in the tender/contract document, the Tendering authority's interpretation of the clause shall be final and binding on the Agency.

DIRECTOR

Signature of the contractor

APPENDIX A

Name of post, age limit, minimum qualification and experience Criteria for personnel to be supplied

S No.	Name of the post	Age Limit for Direct Recruitment	Eligibility
1	Assistant Warden	Above 30 years, the maximum age will be 5 years less than the retirement age of regular employees.	i) Graduate from a recognized university Desirable: ii) One year experience as Asst. Warden or in analogous post in Government educational Institutions / PSUs / Autonomous Bodies / Reputed institutions.
2	Steno grade – III	Above 21 years, the maximum age will be 5 years less than the retirement age of regular employees.	i) Graduate from a recognized university / Institution of repute ii) Minimum speed 80wpm in shorthand and 40 wpm in typing iii) Minimum 2 years’ experience in Govt./ Semi- Govt./ PSU reputed organizations iv) Proficiency in computer Operation
3	Assistant (Accounts)		i) Graduate in commerce / Economics / Statistics / Mathematics from a University / Institute of repute ii) Diploma / Certificate in Computer Applications Operations latest software’s i.e. Ms. Office (Word / Excel / Power Point). Accounts related software and proficiency in computer operations. iii) 2 years’ experience in Audit / Accounts iv) Typing speed of at least 40 w.p.m in English / Hindi
4	Library Assistant		i) Graduate from a recognized university / Institution ii) Diploma in library Science. iii) At least 1-year assistance in a well-established Library.
5	Laboratory Assistant		FOR <u>KNITWEAR DESIGN</u> (ONE POST) i) Graduate with Diploma in Knitting Technology and minimum 1 year experience in Knitting Technology. OR ii) Class 10 with Diploma / Certificate of 3 years duration in Sewing from Govt. / Board of Technical education recognized Institute with 5 year experience in Sewing Work. OR iii) 10+2 with Diploma / Certificate of 3 years duration in Sewing from Govt. / Board of Technical education recognized Institute with 3 year experience in Sewing Work. OR iv) Graduate plus Diploma / Certificate in Computer with minimum 1 year experience.
			FOR <u>FASHION DESIGN</u> (ONE POST) i) 10 + 2 plus Diploma / Certificate of 3 years duration in cutting & Tailoring / Dress Designing from any Govt. / Board of Technical education Recognized institute with 03 years of relevant experience in industry. OR ii) 10th Standard plus Diploma/Certificate of 03 years duration from any Govt./Board of Technical education recognized institute with 5 years of experience as Sewing machine operator with embroidery knowledge & skills and / or sewing supervisor in industry. FOR <u>BACHELOR OF FASHION TECHNOLOGY (AP)</u> (ONE POST) i) 10+2 standard plus CPT / FDCT (One-year duration) certificate course from NIFT with 5 years of experience in industry / institute. OR

			<p>ii) 10th standard plus three years Diploma / Certificate course in Cutting & Tailoring / Dress Designing from any Govt. recognized institutes with 5 years of relevant experience in industry / institute. OR</p> <p>iii) 10th Standard plus 10 years of experience as sewing machine operator and or sewing supervisor in industry.</p> <p>iv) With understanding of pattern making and garment construction techniques and ability to provide guidance to students through demonstration of equipment and machinery used in garment production.</p> <p>FOR TEXTILE DESIGN (ONE POST)</p> <p>i) Diploma in Handloom Technology / Post Graduate Diploma in Textile Chemistry / Textile Processing from Indian Institute of Handloom Technology.</p> <p>ii) At least 1 year experience as a Lab Assistant in any recognized institution / weavers service Centre / Research Organization. Desirable</p> <p>FOR INFORMATION TECHNOLOGY (ONE POST)</p> <p>i) Bachelor's Degree in Computer Application/ B.Sc (Computer Science)</p> <p>ii) Knowledge of Graphics and Multimedia software or Garment CAD.</p> <p>iii) 1-2 years working in woven and print design software in reputed industries is desirable</p>
6	Machine Mechanic		<p>i) Diploma / Certificate from ITI as Fitter in related areas or its equivalent diploma / Certificate recognized by the Government.</p> <p>ii) At least 3 years' experience in repair and maintenance of cutting / sewing / finishing machines in garment production concerns.</p>
7	Junior Assistant	Above 18 years, the maximum age will be 5 years less than the retirement age of regular employees.	<p>i) Passed 10 + 2 examination from a Board or its equivalent recognized by the Govt.</p> <p>ii) Diploma / Certificate in computer Applications Operations latest soft wares i.e. MS Office (word / Excel / Power Point and proficiency in computer operations.</p> <p>iii) Have a speed of 30wpm in English / Hindi Typing. Proficiency in computer Application with Lotus, Word Star, MS Word, MS office, Excel</p>
8	Multi-Tasking Staff (MTS)		<p>i) Matriculation or equivalent pass.</p> <p>ii) Should be able to read and write Hindi and English OR ➤ ITI pass*</p> <p>* May be adopted as per special requirements of the post, if any OR * Possession of requisite driving license for two wheeler / Three Wheeler / Light / Heavy Motor vehicle. Should be fully conversant with traffic regulations. Should have at least 2 year experience in driving Light / Heavy Motor Vehicle.</p>

(Note: For the purpose of wage payment post of Assistant Warden will be considered as highly skilled, Steno (Grade III), Assistant (Accounts) & Machine Mechanic as skilled, Library Assistant, laboratory assistant & Junior assistant as semi-skilled and MTS as unskilled).

ANNEXURE - I

UNDERTAKING & ACCEPTANCE LETTER BY THE AGENCY

(to be submitted in Agencies letter head in original)

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

I/We am/are responsible to check that in no case, wage of personnel supplied should be less than the minimum mandatory rates/wages per month per person as prescribed by Central government

Except statutory recoveries such as EPF and ESI no additional amount in whatever name (ex: charities, relief fund etc.) will be recovered from the wages of the personnel supplied.

Place:

Signature of authorized person of the firm/
Agency with stamp

Date:

Mob:

Email ID:

Address:

ANNEXURE II

DECLARATION

(In company's/firms letter head)

I/We having our office at

..... declare that

I/We have never been blacklisted/debarred from participating in contracts by any state Government/Central Government or any State/Central PSU and no case has been registered/is pending against us.

Date:

Place:

(Authorized Signatory)

Name:

Designation:

Name and Agency:

Address of the Tenderer:

(Company Seal)

ANNEXURE - III**NATIONAL INSTITUTE OF FASHION TECHNOLOGY,
DHARMASALA, MANGATTUPARAMBA KANNUR-670 562.****TECHNICAL BID FOR SUPPLY OF WORKFORCE FOR NIFT KANNUR****(To be filled in by the bidder - mandatory)****1. Name of the Tenderer's firm :****2. Name of authorized representative(s)****3. Office Address :**

Telephone No. :

Fax No. :

E-mail Address :

5. Earnest Money Deposit of Rs.90,000/- (Rupees: Ninety thousand Only) is enclosed vide Demand Draft No. _____, Dated: _____, Bank _____**6. Details of copies of Registration Certificates enclosed:**

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

7. Annual Turnover during the last 3 consecutive years

Financial Year	F.Y 2016-17	F.Y 2017-18	F.Y. 2018-19
Turnover in figures			
Proof Submitted	Yes / No	Yes / No	Yes / No

(IT return/assessment orders and profit and loss account and balance sheet for each Year shall be enclosed).

8. Details of experience in State and Central Government Organizations such as Public Sector undertaking /banks/ autonomous organizations or reputed educational institutions with more than 500 students in an academic year as per the attached format (at least one shall be a government organization) (Please use separate sheet).

Year	Name of the Employer & Address with Telephone Nos.	Type of Institution/ Industry	Details of Experience, Period of Contract with dates of Commencement and termination covering previous three years ended 30 June 2019.	Total No. of Man Power supplied per month	Nature of Works for which manpower was supplied.

(Note: The agency must provide details of at least three similar contracts in the last three years of which one shall be a Government organization. Copy of agreement, work order and 'good performance certificate', from the Head of the institution, to the effect that their services were/are professional and to their satisfaction to be attached).

9. Details of live contracts as on 30.6.19.

Sl No.	Name of the Employer & Address with Telephone Nos.	Type of Institution/ Industry	Period of contract

10. Details of personnel continuously on roll for the last six months (attaché separate sheet)

Sl No	Name of personnel	Age	Qualifications	Remarks

11. Validity: The offer shall be valid for a period of at least 120 days from the date of opening of the financial bids. However, the rates quoted in the tender should be valid for the period of contract (one year from date of order).

Date:

Signature of authorized person of the firm/
Agency with stamp.

Place

ANNEXURE IV

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:

Sl No.	Details			If Yes Page No(s).
		Yes	No	
1	Whether EMD value of Rs.90, 000/- enclosed?			
2	Whether tender document duly signed has been submitted			
3	Whether Undertaking & Acceptance letter by the Agency (Annexure-I) enclosed?			
4	Whether declaration in Annexure II attached?			
5	Whether the Technical bid details attached? (Annexure- III)			
6	Whether Checklist for submission of bid in the format attached as (Annexure- IV) enclosed?			
7	Whether the Agency firm is in existence for the last three years as on 30.6.2019?			
8	Whether Evidence of three similar contracts (of which one shall be Government organization) entered into in the last three years (as on 30.6.19) furnished along with good performance certificates enclosed?			
9	Whether 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?			
10	Whether the Agency have at least 10 personnel on roll continuously for the last six months (attach list)			
11	Whether Copy of Audited Balance Sheets and Profit & Loss Statements for last three years attached? (Certificate of Turnover by Chartered Accountant in case where accounts have not been audited)			
	2016-17			
	2017-18			
	2018-19			
11	Whether 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 company Submitted?			
12	Whether letter of authorization enclosed in case the documents are signed other than by proprietor in the case of proprietor ship concern, Managing Director in the case of Company or all partners in the case of partnership firm (Refer paragraph 3.20).			
13	Whether PAN Number in Agency's letter head and Copy of income tax return filed by agency during last 3 financial years indicating PAN			

	number submitted?			
14	Whether Copy of PF A/c No. and ESI No. enclosed? In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking to the effect that the Agency, if selected for supply of manpower to NIFT Kannur, shall get their establishment registered under PF & ESI within one month from the date of award of the contract and they shall be solely responsible to fulfill the obligation of PF & ESI at no extra cost or responsibility to NIFT Kannur.			
15	Whether GST Registration details furnished?			
16	Whether Copy of registration/license with appropriate registering/licensing authorities for supplying work force attached?			
17	Whether duly filled Financial bid placed in separate cover (Annexure-V) enclosed?			
18	(Any other detail Specify)			

Date:-

Place: -

Signature of authorized person of the firm/agency with stamp

ANNEXURE – V

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, KANNUR

FINANCIAL BID FOR SUPPLY OF WORK FORCE FOR NIFT KANNUR

(To be filled in by the bidders)

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

	Rs. In figures	Rupees in words
Administrative/service charge for supplying work force per person per month		
GST (.....%)		
Total rate per person per month		

NOTE:

- i. Goods & Service Tax (GST) if applicable, as per rules shall be reimbursed by NIFT on production of valid proof of payment.
- ii. The bidders should quote only for Administrative/service charges per person per month. It may also be noted that in order to eliminate frivolous bids and disguised charges /deduction from salary of personal by Agencies, bidding at zero rate service charges shall be disqualified.
- iii. Administrative/Service charges quoted will remain firm throughout the contract period.

UNDERTAKING

- i. We certify that the quoted rates above are inclusive of all statutory dues payable by us as per Rules/ notifications issued by the Central Government.
- ii. In case NIFT request any increase or decrease in number of personnel the agency shall provide the same at the same rate of administrative/service charge per person per month quoted above.

Date:
Place:

Signature of authorized person of the firm/
agency with stamp