



**NATIONAL INSTITUTE OF DESIGN, ASSAM
Tocklai, Rajabari, Jorhat-785014 Assam**

(NIDJ/2024-25/ESTATE/NIT/0432)

Notice Inviting Tender

For

**“Partition work with MS Section and soft board at various places of academic Building” at
NID, Assam**

Tender document For Partition work with MS Section and soft board at various places of academic Building” at NID, Assam

National Institute of Design Assam is a Autonomous Institution of National Importance under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India established at Jorhat through the NID (Amendment) Act, 2019 passed by the Parliament of India.

On behalf of Director NID, Assam, applications are invited from Interested and eligible vendor for **Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.**

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National Institute of Design Assam
Tocklai, Rajabari, Jorhat-785014
NOTICE INVITING TENDER

National Institute of Design, Assam invites open rate tenders in two bids system (Technical & Financial Bid) from eligible Vendors as mentioned in NIT for the work mentioned below. Sealed Documents are to be submitted Offline to Chief Administrator Officer, NID Assam, Vill- Tocklai, PO-Rajabari, Jorhat, Assam-785014 before the prescribed date and time.

Brief Details of Tender:

SL no.	NAME OF Work	Approx estimated cost put to bid (Rs.)	Earnest money deposit (Rs.)	PBG	Time of Completion	Tender Inviting authority
1.	Partition work with MS Section and soft board at various places of academic Building” at NID, Assam	6,92,841/- (Including GST)	13,857/- (2% of estimated cost)	5% of Contract Value	(30+15) =45 Days	Director

Section- 1
Notice Inviting Tender
Critical Data sheet: -

Date & Time For: -	: Date and Time
Date, Time & Venue of Pre-bid Meeting	30-07-2024 & 15.30 hrs at Chief Administrative Office National Institute of Design, Assam Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014
Tender Document Publishing Date	23-07-2024
Tender Submission Start Date	23-07-2024
Tender Submission End Date	06-08-2024
Last date of sending query through email related to the Tender document	30-07-2024
Last date of physical submission of documents as specified in Tender document (Super scribing Name of Work, Tender No., and Date/Time of Opening) in separate sealed envelope to the TIA with complete postal address.	06-08-2024 up to 14.00 hrs
Date of Opening of Pre-Qualification (Technical) Criteria documents	06-08-2024 at 15.30 hrs
Date of Opening of Financial proposal	Would be informed later to the applicants qualifying in the technical bid.
Details of Submission of Hard Copies	Chief Administrative Officer National Institute of Design, Assam Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014

ELIGIBILITY CRITERIA: -

(A) Technical

1. The contractor should have satisfactorily completed the execution of the works as mentioned below during last Five years.
 - (a) One similar work of value not less than 80% of the estimated cost.
 - OR
 - (b) Two similar works of value not less than 60% of the estimated cost.
 - OR
 - (c) Three similar works of value not less than 40% of the estimated cost.

(Similar works means “**Civil works / Interior design works/ Partition works with aluminum or MS section / Making dry wall for interior purpose in reputed Govt institutions /Govt Organizations**“)

/Autonomous Bodies / Reputed Private organization”).

- (a) In case applicant has executed composite works which includes the qualifying similar nature of works for a minimum value as stated earlier (i), then value of composite works shall be considered for the purpose of Eligibility.
- (b) For composite works, in the event the value of the qualifying work (s) cannot be ascertained from the work order/ completion certificate submitted by applicant, copy of Schedule of Rates (SOR) of relevant pages of Contracts, Copy of relevant pages of final bill certified by the client, highlighting the items for establishing requirement of ELIGIBILITY Experience Criteria or written letter from the client specifying the nature of work with quantities and values can be submitted for Eligibility.

*Applications from consortium/Joint venture shall not be accepted. Joint venture/Consortium experience shall not be considered. Experience of only the bidding entity as a prime contractor shall be considered. A job executed by a bidder for his own or project of their Sister concern/ Group Company shall not be considered as experience for the purpose of meeting requirement of experience criteria.

(B) Financial: -

Current Banker's Solvency Certificate to the tune of at least 30% of the estimated cost, for adequate financial soundness from Nationalized/Scheduled Bank, not older than 06 (Six) months.

5. GENERAL DOCUMENTS TO BE PROVIDED: -

- (i) Certified Copies of award letter/ Contract/Work Orders in support of execution of similar nature of work.
- (ii) Copies of Work Completion Certificate or Payment certificate in support of execution of similar nature of work.
- (iii) Copy of GST certificate and PAN Card.
- (iv) Another document required as per NIT.

6. EMD: -

(a) The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost and shall be valid till bid validity period. EMD should be in the form of Demand Draft of any Nationalized Bank in favour of "National Institute of Design, Assam" payable at Jorhat and must accompany the technical bid i.e., Cover-I of the bid. For unsuccessful tenderer, EMD shall be refunded within 30 days without interest after the decision to award the work is taken. EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender. Earnest money shall be refunded on receipt of Performance Guarantee submitted on award of work. **MSME/NSIC registered organizations are exempted from submission of EMD.**

7. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other Documents of the lowest tenderer if considered necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances.
8. Penalty for suppression / distortion of facts: If any tenderer fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority within a specified time frame or if

any deviation is detected in the original hard copies from the submitted Xerox copies or if there is any suppression of documents, such tenderer may be suspended from participating in the tenders for 3 (three) years. Besides, NID, ASSAM may take appropriate legal action against such defaulting tenderer.

9. Guiding schedule of rates: Schedule of rates of **DSR 2023** for all works has been considered.
10. Prospective Tenderers shall have to execute the work in such a manner so that the appropriate service level of work / job is kept during progress of work and a period of 1 (One) year from the date of successful Completion of the work/ Date of issue of completion certificate to the entire satisfaction of Engineer-In-Charge. If any defect / damage is found during the period as mentioned above, the Agency shall make the same good at his own expenses to the specification at par with instant project work, or at any time thereafter become due to contract or from his performance bank guarantee.
11. Performance Security in the form of Bank Guarantee @ 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format of NID, ASSAM to be deposited within **10 days** from issue of Letter of Acceptance, failing which their order shall be cancelled. The Performance Bank Guarantee shall be returned 1 month after satisfactory completion of the work.
12. Tenderers should quote as per the Price Bid format and in the allotted space only.
13. The acceptance of Tender and award of contract (AOC) to one and more than one Contractor, if considered necessary, will rest with the Employer who does not bind himself to accept the lowest Tender and will reserve to himself the authority to accept a Tender in whole or in part or reject any or all the Tenders received without assigning any reasons thereof and no explanation can be demanded for the cause of rejection of Tender by any Tenderer, neither any claim whatsoever on this score is tenable.
14. Bid Validity: The Tenders shall be valid for a period of 04 (four) months i.e. 120 days from the date of opening of the Price bid or any extension thereto.
15. Tender documents in which the Tender is submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.
16. NID, ASSAM reserves the Right:
 - (i) To postpone/change/cancel the above-mentioned date, modify the terms and conditions include new items and conditions, split and distribute the work amongst more than one agency etc. in the interest of the Project(s)/ Company, without assigning any reason thereof.
 - (ii) To ask for further Clarifications etc., as and when required.
 - (iii) To cancel the Advt./ Enlistment of the Agency against the above Notice, anytime without assigning any reason for which no claim on any ground shall be entertained.
 - (iv) To verify the particulars furnished by the tenders independently, if any information furnished by the tenderer is found incorrect at any stage, the agency shall be liable to be debarred from tendering/cancellation of order including imposition of penalty or any other action is deemed necessary.
 - (v) To accept or reject any or all the applications received, at its own discretion, without assigning any reasons thereof for which no claim on any ground shall be entertained. Tenders in which additional conditions put forth by the agencies, shall be summarily rejected.

Form 1: Details of Responding Organization

(To be submitted in Bidder's Letter head)

Section	SL. No	Particular	Detail
I	COMPANY PROFILE:		
	1.	Name of the Organization (Appearing on PAN Card):	
	2.	Registered Office Address:	
	3.	Name with designation of Contact Person:	
	4.	Contact No:	
	5.	E mail ID:	
II	STATUTORY DETAILS:		
	1.	GSTIN Number:	
	2.	MSME: (Yes or No)	
		MSME Registration No. and validity date: (if yes)	
	3.	NSIC: (Yes or No)	
	NSIC Registration No. and validity date: (if yes)		
	4.	PAN No:	
III	BANK DETAILS: -		
	1.	Name Of the Bank & Branch:	
	2.	Address of Bank:	
	3.	Bank Account No.	
	4.	IFSC Code	

Declaration by Director/ Proprietor/ Partner:

I/We declare that the information furnished above are correct to the best of my/our knowledge /belief. I/We undertake to inform you of any change in above particulars at the earliest.

AUTHORISED SIGNATORY (Name and Designation)

Name of Firm:

Address:

E-mail ID:

Contact details:

Date:

Form 2: Relevant Project Experience
(To be submitted in Bidder's Letter head)

SL. No	Name of the Work/nature of the Work	Client name	Completion date	Contract Value

AUTHORISED SIGNATORY (Name and Designation)

Name of Firm:

Address:

E-mail ID:

Contact details:

Date:

Section -2 **INSTRUCTION TO TENDERERS**

1. Bids are invited by NID, ASSAM on **two bid** system for “**Partition work with MS Section and soft board at various places of academic Building” at NID, Assam**” to be submitted offline in two separate sealed envelopes superscribed as [Technical bid and Financial bid], both put inside one single envelope, before the prescribed date & time in NIT.
2. Offline mode of Bid submission will be followed for this bid. Bids submitted after prescribed date and time shall not be accepted.
3. **Clarification of Bids**
 - 3.1. Clarification of any doubts of the intending tenderers related to Bid document and scope of work can be mailed to **tenders@nidj.ac.in**. Name of the tenderer with details of the Tender should be mentioned with the clarification sought without which no response shall be provided to that query.
 - 3.2. The response to the query/ clarification raised by any tenderer will be upload on the website along with queries/clarifications raised or mailed to them. Accordingly, corrigendum shall be published (if required).
 - 3.3. No Queries shall be entertained after the last date for raising of query.
4. **Amendment to the bidding document**
 - 4.1 At any time prior to the deadline for submission of Bids, NID Assam, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
 - 4.2 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NID Assam, at its discretion, may extend the deadline for the submission of Bids.
5. **Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and NID Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
6. **Format and signing of Bid.**
 - 6.1 **The Bidder shall prepare and submit the original bid, clearly marking “Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.” on the top of the cover. Technical and Financial Bid/Price Bid should be placed in two separate envelopes superscribed **Technical Bid and Financial Bid/Price Bid** respectively.**
 - 6.2 The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The person(s) signing the bids shall initial all the pages of the bids, except for unamended printed literature.
 - 6.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person

signing the bids.

7. Sealing and Marking of Bids

7.1 The bidder shall submit a sealed envelope containing technical bid and Financial Bid/Price Bid separately.

7.2 The Bidder shall seal the envelope containing technical bid. The envelope should be superscribed with **“Technical Bid- “Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.”**

7.3 The Bidder shall seal the envelope containing Commercial Bid. The envelope should be superscribed with **“Financial Bid/Price Bid - “Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.”**

7.4 The two sealed envelopes indicated in 7.2 and 7.3 shall be enclosed in a separate envelope superscribed with the name of the work, tender no., name and address of the bidder.

7.5 The envelop shall be addressed to NID, Assam at the address given below:

**Chief Administrator Officer
National Institute of Design, Assam
Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014**

7.6 If the envelop is not sealed and marked, NID Assam will assume no responsibility for the Bid’s misplacement or its premature opening.

8. Contacting NID Assam

8.1 Bidder shall NOT contact NID Assam on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from NID Assam.

8.2 Any effort by the Bidder to influence NID Assam in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bid.

9. Award of Contract

9.1 NID Assam will award the contract to the successful Bidder, out of the Bidders who have responded to NID Assam’s tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive and is the lowest evaluated Bid. Letter of acceptance (LOA) will be provided to the successful bidder and within 7 days of receipt of the LOA, Performance bank guarantee has to be submitted, failing which the bid shall stand cancelled. On submission of PBG, letter of commencement of work shall be issued.

10. The employer reserves the right to postpone the date for presentation and opening of Tenders and will give timely notice of any such postponement to the prospective Tenderers.

i. Acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no query/ explanation can be demanded by any

- Tenderer for the cause of rejection of his tender.
- ii. If the Tenderer deliberately gives wrong information in his Tender or creates circumstances for the acceptance of his tender, the NID Assam reserves the right to reject such Tender at any stage.
 - iii. If a Tenderer seeks clarifying his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause, etc. will however be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of these conditions will be added for comparative evaluation of tenders.
 - iv. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include cost of materials with taxes, Octroi and other duties, lead, lift, loading and unloading, freight for materials, and all other charges including the furnishing of all plant, Equipment, tools, scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Engineer.
 - v. The successful Tenderers shall make his own arrangements for all materials, except as specified in the contract, if any.
 - vi. The quantities shown in the attached schedule are given as a guide and approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
 - vii. Each page of the tender shall be signed by the Tenderer. Tender by partnership or joint family firm may be signed in the firm's name by one of the partners or managers as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. An attested copy of the partnership deed must accompany the tender of any partnership firm. Tenders by a company shall be signed with the name of the company by a person authorized on this behalf and Power of Attorney or other satisfactory proof showing that the person signing the tender documents on behalf of the company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderers or by changes in the composition of the firm, made subsequent to the execution of the contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the contractor.
 - viii. With their quotations the Tenderers shall submit by manually signing all schedules, specifications, GCC, special conditions, etc. in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
 - ix. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of the firm expires after the submission of their tender, the Employer may deem such tender as cancelled UNLESS THE FIRM RETAINS its character.
 - x. If the Tenderer has a relative employed in any capacity in the NID, ASSAM, he shall inform the authority calling for tenders of the said fact when submitting his tender, failing which his contract may be rescinded. If the said fact subsequently comes to light he shall be liable to make good to the Employer any loss or damage resulting from such cancellation.

- xii. No contract work however petty may be carried out except under and in accordance with a duly executed agreement or on a special written authority from a duly authorized officer of the Employer.
 - xiii. No agreement is valid unless signed by contractor or his duly authorized agent and by a competent person on behalf of the Employer.
 - xiv. Form of Tender, Invitation to Tender, Instruction to Tenderer, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawing and the rates and amount accepted against the items of the Tender schedule together with the tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of Acceptance and the Letter of Commencement awarding the work shall form the contract.
 - xv. If there is any conflict between any of the provisions in the special conditions and those in any of the other documents referred to, the provisions in the special conditions shall prevail.
 - xvi. If there be any difference between the description in the specification and drawings and the works items in the tender schedule, the work items in the Tender schedule shall prevail for determining the rates.
 - xvii. In the event of any discrepancy between the rate quoted in the Tender in words and these quoted in figures, the rates quoted in words shall control.
 - xviii. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The contractor shall then be required to execute an Agreement within the time specified in the letter of Commencement. In the event of failure on the part of the contractor to sign the Agreement within the specified time, the acceptance of his tender shall consider as withdrawn.
 - xix. On completion of the work, contractor will hand over the work to the Employer /NID, ASSAM in approved format and after clearing the site to the entire satisfaction of the Client.
 - x. After issue of letter of Commencement of work, Contractor shall execute the formal Agreement in approved format on non-judicial stamp paper of not less than Rs. 100/- (Rupees One Hundred only) within 7 days from the issue of letter of commencement of work. The cost of stamp paper shall be borne by the Contractor.
- 11. The bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the NIT. The costs of visiting the site shall be at the agency's own expense.**
12. Any tender received by the Employer after the prescribed deadline will be returned un-opened to the bidder.
 13. The quantities furnished in this schedule are only approximate and can be increased or decreased at the discretion of NID, Assam.
 14. In case the agency leaves the work incomplete, NID, Assam shall have the right to have the work completed through any other agency and recover the extra expenditure incurred by NID, Assam in so doing from any money due or to become due to the agency.
 15. The bidder shall be solely responsible for the authenticity of the documents or other details submitted by them. Any mismatch found out later by the institute may lead to blacklisting of the bidder from participating in future bids.
 16. The details of Taxes/GST and other levies legally leviable and intended to be claimed should be clearly indicated in the NIQ. Where this is not done, no claim on these accounts would be

admissible later.

17. During scrutiny, if it comes to the notice to the Tender Inviting Authority that the credential or any other Papers submitted is incorrect / manufactured / fabricated, in such case(s) tender will not be considered for evaluation and that Tender Documents will be out rightly rejected without any prejudice.
18. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other Documents of the lowest tenderer if considered necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false in that case, a work order will not be issued in favour of the tenderer under any circumstances.
19. **Cover I (Technical Bid):** Bidder should submit all documents pertaining to Eligibility Criteria mentioned in NIT, Letter of Transmittal (In Company's Letter Head) and Copy of Credentials/Certificates for qualifying Eligibility Criteria as specified in NIT. Bidder should submit the NIT Document along with GCC, SCC, ITT, Form of Tender, Form of Performance Security, EMD, Technical Specifications.

Cover –II (Financial Bid): The financial Bid format is provided, the rates offered should be entered in the allotted space only. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

BOTH COVER I AND COVER II SHOULD be eclosed in one single envelope marking the name of the tender, name and address of the firm, and should be addressed to:

**Chief Administrator Officer
National Institute of Design, Assam
Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014**

LETTER OF TRANSMITTAL
(In the Letter Head of the Bidder)

To
Director
National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam

Sub: Submission of Tender for the work of “Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.”

Ref:

Dear Sir,

Having visited the Site, ascertained the Site conditions, and examined the General Conditions of Contract as well as Special Conditions of Contract, Notice Inviting Bids, Instructions to Bidders, of NID, Assam etc. and addenda for the above project, we the undersigned, are pleased to submit our Bid along with relevant documents as below: -

We acknowledge our unconditional acceptance of all the terms & conditions of the Tender.

While preparing this Bid, we gathered our own information and conducted our own inquiry / survey to our satisfaction, and we did not rely solely on the information provided in this BID. We shall not hold **NID, Assam** responsible on any account in this regard.

We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract document within the stipulated time based on the reckoned date of start as scheduled.

If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the tender document.

We are aware that in the event of a delay in the execution of the Project, beyond the agreed schedule due to reasons attributable to us, liquidated damages shall be recovered from us as per Conditions of Contract.

Our Bid is valid for a period of **120 days** from the date of opening of the Price Bid or any extension thereto. We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.

We declare that for submission of this Bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of **NID, Assam**, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

We understand that you are not bound to accept the lowest or any Bid you may receive.

If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We enclose all documents as required in the Bid.

Dated this ___ day of ___ 2023.

Signature _____

Name _____ in the capacity of duly
authorized to sign Bids for and on behalf of _____

Address _____

FORM OF TENDER

Tenderers/Bidders are requested to fill up all the blank spaces in this Tender Form.

To

Name of work:

.....

.....(As shown in the invitation to Tender.) Gentleman,

Having examined the invitation to Tender, Instruction to Tender, GCC, Special conditions, Specifications, Tender Schedule and Tender Drawings for the Construction of the works mentioned above, we the undersigned offer to construct the whole of the said works in conformity with the said Tender documents for the sum of or such other sum as may be ascertained in accordance with the said conditions.

We undertake, if our Tender is accepted, to commence the works within **15 (Fifteen) days** from the date of signing the contract or Letter of Commencement/Work order, complete and deliver the whole of the works comprised in the contract within days calculated from the date of signing the contract or Letter of commencement/work order.

We agree to abide by this Tender for the period of 120 (one hundred twenty) days from the date of opening of the price Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Tender you may

receive. 6. Dated this day of

.....

Signature of witness Signature

in the capacity of

duly authorized to sign.

Date Tenders for and on behalf of

(BLOCK LETTER) Occupation of witness: Date

.....

Address

Signature of witness Signature

in the capacity of
duly authorized to sign.

Date Tenders for and on behalf of

(BLOCK LETTER) Occupation of witness: Date

.....

Address

Section- 3
Scope Of Work & Approved Make

1. MS work for partition.
2. Soft Board Fixing with polyester of grace fabrics in approved shade and colour.

1.	MS Section	Tata, Jindal, Nizone/ISI mark or as approved by the Engineer in-charge
2.	Soft Board	Joly board or as approved by the Engineer in charge

Section- 4

GENERAL CONDITIONS OF THE CONTRACT

1. PERFORMANCE SECURITY:

- a) The successful Tenderer will have to deposit a Performance Security of 5% of the value of contract awarded by way of Demand Draft / Fixed Deposit Receipt (FDR) / from a nationalized bank and hypothecated in favour of “**National Institute of Design, Assam**” with a validity of 60 days beyond completion of work / contract and shall be renewed on extension of contract.
- b) The Performance Guarantee will be discharged by NID, Assam after completion of the Contractor’s obligations including any warranty obligations under the contract.
- c) The performance Guarantee (PBG) shall be released after the physical completion of the work based on the ‘completion certificate’ issued by the competent authority stating that the agency has completed the work in all respects satisfactorily.
- d) The PBG shall be liable to be forfeited by the NID, Assam in case of any breach of any term and conditions of this contract by the contractor.

2. UNSATISFACTORY WORK:

- a) In the event of Contractor’s failure to execute the contract to the satisfaction of the NID, Assam, the NID, Assam reserves the right: to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the NID, Assam.
- b) In the event of Contractor’s failure to execute the contract to the satisfaction of the NID, Assam, NID, Assam reserves the right to terminate the Contract by giving 1 months’ notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Contractor.

3. LAW GOVERNING THE CONTRACT:

This Contract shall be governed by the laws of India from time to time.

4. SETTLEMENT OF DISPUTES:

- a) NID, Assam and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b) If the parties have failed to resolve their dispute or differences by such mutual consultation, then either the Institute or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or differences in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

5. ARBITRATION:

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, NID, Assam for settlement. In case the parties to the contract are not able to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time and Place of arbitration shall be JORHAT.

6. GENERAL LIEN:

Whenever under this contract any sum of money is recoverable from and payable by the Contractor, NID, Assam shall be entitled to recover such sum by appropriating in part or in whole the Performance security deposit of the Contractor, if a security is taken from the Contractor. In the event of the Security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other contract with NID, Assam. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to NID, Assam on demand the remaining balance due.

7. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic or pandemic (Covid-19), quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 15 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of Director, NID, Assam shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the NID, Assam shall be at liberty to take over from the Contractor at a price to be fixed by the NID, Assam, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores, which may be in the possession of the Contractor at the time of such termination, or such portion thereof as the NID, Assam may deem fit except such material, as the Contractor may, with the concurrence of the NID, Assam, elect to retain.

8. TERMINATION FOR DEFAULT:

The NID, Assam, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.

- a) If the contractor fails to rectify a failure in the performance of their obligations.
- b) If the contractor fails to deliver any or all the services within the time, specified in the contract, or any extension thereof granted by the NID, Assam.
- c) If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NID, Assam may authorize in writing) after receipt of the default notice from the NID, Assam.
- d) If the contractor fails to comply with any final decision reached because of arbitration proceedings.

- e) If the NID Assam, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- f) If the contractor, in the judgement of the NID, Assam has engaged in corrupt or fraudulent practices in executing the contract.
- g) In case the contract is terminated, the balance amount of fee if any, paid earlier (advance) shall be paid back by the contractor to NID, Assam within thirty days of termination letter, failing which the same shall be recovered by encasing the existing performance security deposit submitted by contractor.
- h) On a notice period of 30 days.

9. TERMINATION FOR INSOLVENCY:

The NID, Assam may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the NID, Assam.

Section- 5
SPECIAL CONDITIONS OF THE CONTRACT

1. GENERAL: -

- a) The contract shall be governed by NID, ASSAM's General Condition of Contract, Special Conditions of Contract, NIT Conditions. The agency will have to quote item rates as per the Price Bid.
- b) The special conditions of contract and other Tender documents are complementary to and shall be read in conjunction with each other.

2. Scope Of Work: Brief scope of work Includes the following: -

The site is inside of NID, Assam. **“Partition work with MS Section and soft board at various places of academic Building” at NID, Assam.**

3. Performance Security/Performance bank Guarantee (PBG): -

PBG in the form of Bank Guarantee @ 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format is to be submitted within 10 (Ten) days of issue of letter of Acceptance failing which the contract is liable to be terminated.

4. Liquidity Damages: -

In case of delay in completion of the contract, liquidity damages (L.D) may be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 5 per cent of the contract value.

5. Retention period of PBG: -

PBG shall be kept up to 12 Months from the date of satisfactory completion of the work as per specification.

6. SITE CONDITIONS: -

Before tendering, the contractor should get himself thoroughly acquainted with the site conditions, any problem likely to be encountered during execution of work and other facilities which are available at site. No claim on the plea of ignorance of site conditions etc. Should be entertained later.

7. SITE FACILITIES: -

- i. **Water supply:** Water required for construction purposes (if required) will be arranged by the contractor at his own cost.
- ii. **No accommodation for workmen shall be provided inside the campus. Contractors should be fully responsible for proper storage and security of its materials, including tools and machinery, etc. Contractor shall not hold NID, Assam liable for any loss of material, etc.**
- iii. **Power Supply:** - The contractor shall arrange machinery, tools & plants for construction work. at his own cost and the cost of which may be taken into consideration in quoted rates Employer may supply power, if available for the project at one point, at the works site. Further distribution lines, electrical installation, energy meters conforming to Indian Electricity Act shall have to be arranged by the Contractor at his own cost and power shall be charged per unit at a rate to be fixed by the power supply Authority from time to time. No claim, whatsoever, will be entertained in case of power is not made available / or supply is erratic.

8. DRAWING AND SPECIFICATIONS: -

- i. **Drawings:** Drawings (if required) must be submitted and approved before commencement of work by NID, Assam.
- ii. **Specifications:** As furnished.

9. RATES: -

- i. The rates shall be inclusive of all taxes. It is intended to provide for works duly and properly completed in accordance with the specifications and Special Conditions of Contract with specifications and drawings (if any) together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and drawings but are essential though of minor nature and shall be deemed to include.
- ii. All types of taxes, duties, royalties, rents, octroi, cess etc., materials, equipment etc. levied by the Central Govt./State Govt./ Local authorities will be fully borne by the contractor.
- iii. **Income Tax** will be recovered at the prevailing rate from Bill as applicable.

10. Completion Time:

Time is the essence of the contract. The entire work under this contract shall be completed in all respects within **45 days including 15 days for mobilization** from the date of issuing a LOA/Work order from NID, Assam.

11. Royalties & Patent Rights:

All Royalties/ Cess etc. or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the contract drawings, the contract specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the contract sum, and the contractor shall indemnify the Owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which they may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, process and inventions. Provided that where, in compliance with owner's instruction the contractor shall supply and use in carrying out the works of any patented articles, processes or inventions, the contractor shall not be liable in respect of any infringement or alleged infringement of any patent rights in relations to any such articles, processes or inventions and all royalties, damages or other money which the contractor maybe liable to pay to the persons entitled to such patent rights shall be added to the contract sum.

12. MEASUREMENT AND COMPLETION CERTIFICATE:

If the Contractor fails to counter signed the joint measurements, or fail to record the difference within a week of verification by the Assistant Engineer in the manner required then in any such event the measurement as recorded in MB's by the Assistant Engineer shall be final and binding on Contractor and the Contractor shall have no right to dispute the same.

13. SAFETY REGULATIONS: -

- i. In respect of works and all labours directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per codes of CPWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations,
- ii. Rules, and Orders made there under and such other acts as applicable from time to time. the thereof the employer may get this done departmentally or through other agencies and recover

the cost from the contractor.

- iii. The contractor shall abide by all the security regulations promulgated from time to time by the employer and precautionary measures to be adopted as per rules.

14. SUBLETTING: -

The contractor shall not sublet the whole or any part of the works without the written consent of the Employer. Any breach of this condition shall entitle the employer to rescind the contract and render the contractor liable for payment to the employer in respect of any loss or damage arising or ensuing from such cancellation.

15. TERMINATION OF THE AGREEMENT: -

The employer shall have the right to terminate the agreement if it is decided to abandon, postpone, or curtail the work at any stage after giving one month's notice in writing to the contractor. Such termination shall not prejudice or affect in any way the rights and benefits accrued or liabilities and duties imposed under this agreement. The damage compensation and payment on account of such terminations directed by the Employer shall be binding.

16. COMMENCEMENT OF WORK: -

- i. The contractor must commence the work within 07 (Seven) days from the date of issue of Letter of Commencement/ Award/purchase order. In case the supplier fails to supply the items within the above specified time, his/ their performance bank guarantee shall be forfeited with the prior approval of the tender accepting authority.
- ii. All incidental local problems and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the supply of the items.
- iii. Expenditure, if any towards PF/ESI and other statutory obligations as applicable as per law till completion of the work will have to be borne by the contractor.
- iv. In case of conflict in meaning between any provision of Special Condition of Contract and General Condition of Contract, the provision of Special Condition shall override General Condition.
- v. A Test certificate (if applicable) is required to be furnished for all purchasing materials from the concerned sellers/company. The cost of all the testing shall be borne by the contractor (if any).
- vi. All the pages of the Tender Document shall be signed and stamped as a token of acceptance by an authorized representative of the Contractor.
- vii. During execution, if any change is instructed for any work by the Engineer in charge or his representative shall be binding on the contractor.
- viii. All the items shall be supplied out as per specifications, with up-to-date corrections, if any and direction of Engineer in-charge.

17. Defect Liability period:

Defect liability period shall be 12 months from the date of completion of entire work. Any defect arising in this period will be rectified by him at his own cost. Failure to do so, shall lead to forfeiture of security deposit.

18. Minor changes of work:

During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.

19. Loss:

If during the execution of works, any damage is caused to NID Assam property by

contractor's/contractors' workers, contractor will duly make good the loss. NID Assam has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

20. Safety:

During execution of work, the contractor/contractors should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

21. Housekeeping:

During execution of the work, contractor should dispose of waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.

22. Liquidated damages:

In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @0.5% of the contract value per week will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, NID Assam also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.

23. Working Hours:

No work shall be done at night or as decided mutually and on National Holidays without the instruction in written of NID Assam.

24. PAYMENT TERMS:

1. **100% Payment shall be made on completion of the work.**
2. The Final bill shall be submitted by the contractor after satisfactory completion of the work as per specification certified by the representatives of NID, Assam. Invoices of materials purchased, and any other documents (if any) sought by finance for clearance shall be submitted.

3. Release of Security Deposit:

After the completion of the Defect liability period of 12 months, subject to satisfactorily rectification of all defects, security deposit @5% of the contract value of work shall be returned. Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate the works from contractor's side and interact with the Engineer – in charge of NID Assam on regular basis.

4. Entry Permission:

Contractor shall take due permission for entry of all his workmen in NID Assam. No unauthorized person will be allowed to work inside.

PROFORMA FOR PERFORMANCE BANK GUARANTEE: -

In consideration of National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam, India (hereinafter referred to as “NID, ASSAM” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, and assigns) having award to with its Registered / Head Office at (hereinafter

referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NID, ASSAM’s Letter of Acceptance

No. _____ dated _____ valued at Rs. _____ (Rupees _____ only) for _____ and

the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (Rupees _____ only) 5% (Five percent) of the said value of the Contract to NID, ASSAM, we _____

are having its Head Office at _____ (Hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) do hereby guarantee and undertake to pay NID, ASSAM, on demand immediately without protest or demur any and all money payable by the Contractor to the extent of Rs. (Rupees only) as aforesaid at any time and/or without any reference to the Contractor. Any such demand made by NID, ASSAM on the Bank shall not be questioned and shall be conclusive and binding notwithstanding any difference between NID, ASSAM and Contractor or any dispute pending before any Court, Tribunal, or any other authority.

We, the _____ Bank undertake not to revoke with guarantee during its currency without previous consent of NID, ASSAM and further agree that the guarantee here in contained shall continue to be enforceable till NID, ASSAM discharges this guarantee, or whichever is earlier.

NID, ASSAM shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary any of the terms & conditions of the contract and extend the time for performance of the Contract by the Contractor. NID, ASSAM shall have the fullest liberty, without affecting this guarantee, to post-pone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between NID, ASSAM and the Contractor or any other course or remedy or security available to NID, ASSAM. The Bank shall not be released of its obligations under this guarantee by any exercise by NID, ASSAM of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of NID, ASSAM or any other indulgence shown by NID, ASSAM or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that NID, ASSAM and its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that NID, ASSAM may have in relation to the Contractor’s liabilities.

This guarantee shall not be affected by the litigation or winding up, dissolution or any changes in the

constitution of Contractor nor shall it be affected by any charges in the constitution of NID, ASSAM or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees

_____)

_____ only) subject to the clauses as stated immediately hereafter. This guarantee shall remain in force till

_____.

This guarantee shall continue and hold good until it is released by NID,ASSAM on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor has discharged all their obligations under the said Contract and produced a certificate from NID,ASSAM's representative certifying the due completion of the works under the said contract and submitted a "No-demand certificate" provided always that unless extended this guarantee shall remain in force till . Should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NID, ASSAM to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of guarantee on NID, ASSAM's request till such time as may be required by NID, ASSAM.

We, _____ Bank shall be discharged of our liability under this guarantee unless claim is made by NID, ASSAM within 3 (three) months from the date of expiry of this Bank guarantee.

Financial Bid/ Price Bid (BOQ)
(NIDJ/2024-25/ESTATE/NIT/0432)

Partition work with MS Section and soft board at various places of academic Building” at NID, Assam						
SL no.	SOR (DSR 2023)	Item Description	Unit	Quantity	Rate (Including GST)	Amount in Rs.
1.	As per DSR 2023 (10.16 .1)	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	KG	1151.29		
2.	N.S.	Providing and fixing in position soft board paneling with 12 mm soft board with a backing of 12 mm comm. ply, the soft board shall be finished with polyester of grace fabrics in approved shade and colour. Soft board with plywood to be fixed to wall/partition with suitable size SS Screws or equivalent as per drawing and as directed by engineer in charge.	Sqm	170.84		
3.	As per DSR 2023 (8776)	Stainless steel dash fastener of 8 mm dia and 75 mm long bolt	Nos	150.00		
Total amount in Rs. (Including GST) :						
Total In words:						

Sign & Seal:

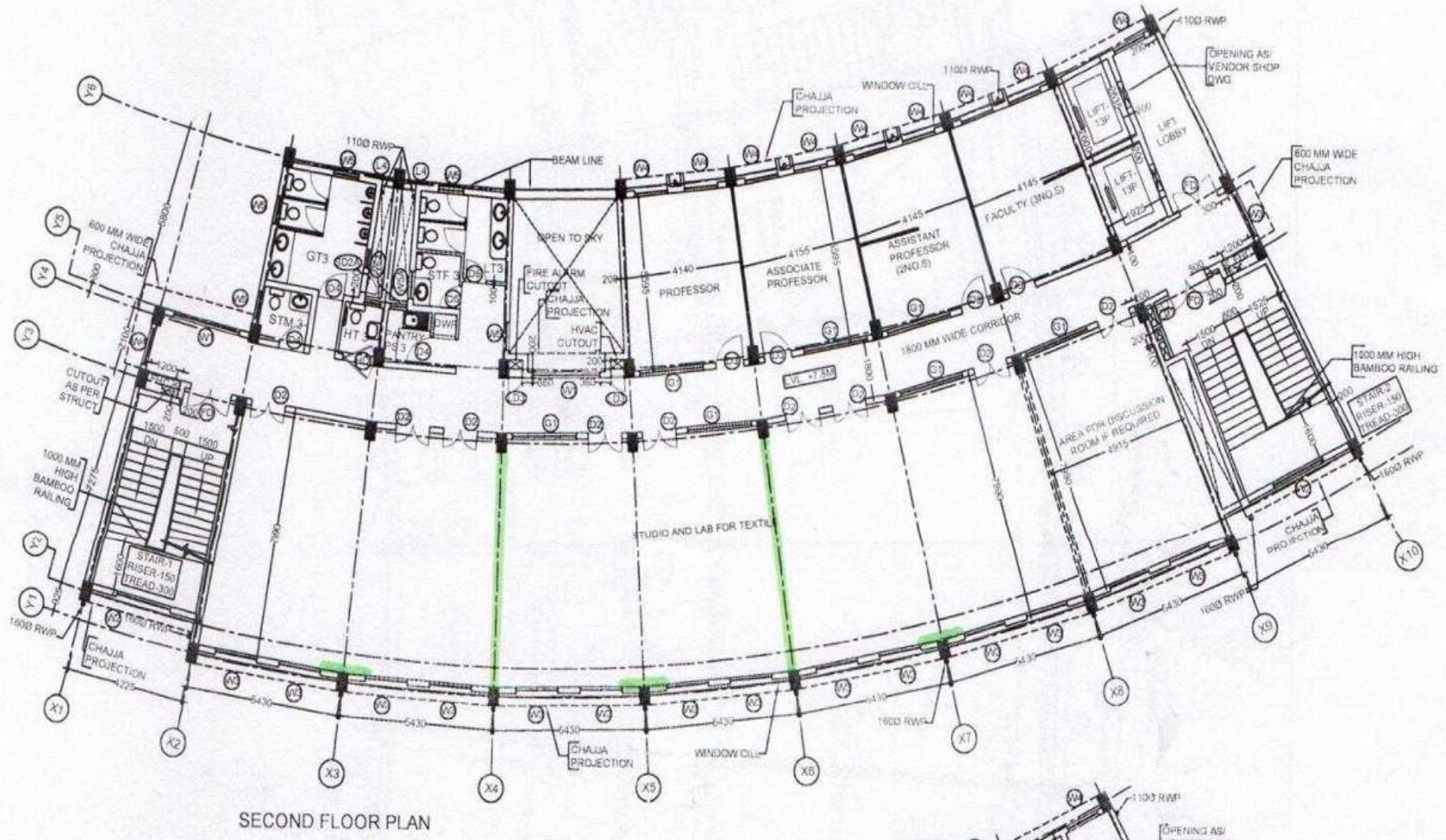
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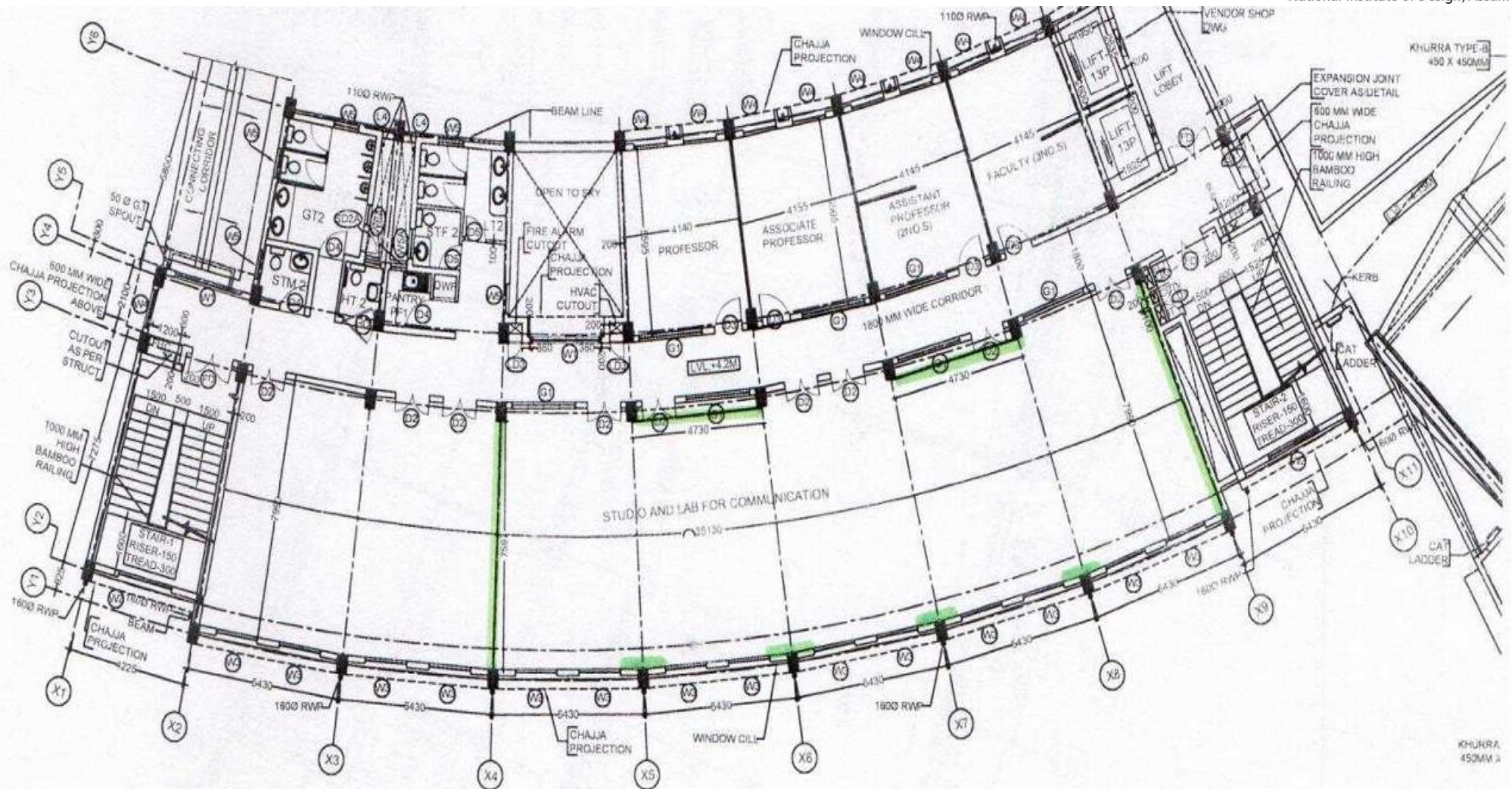
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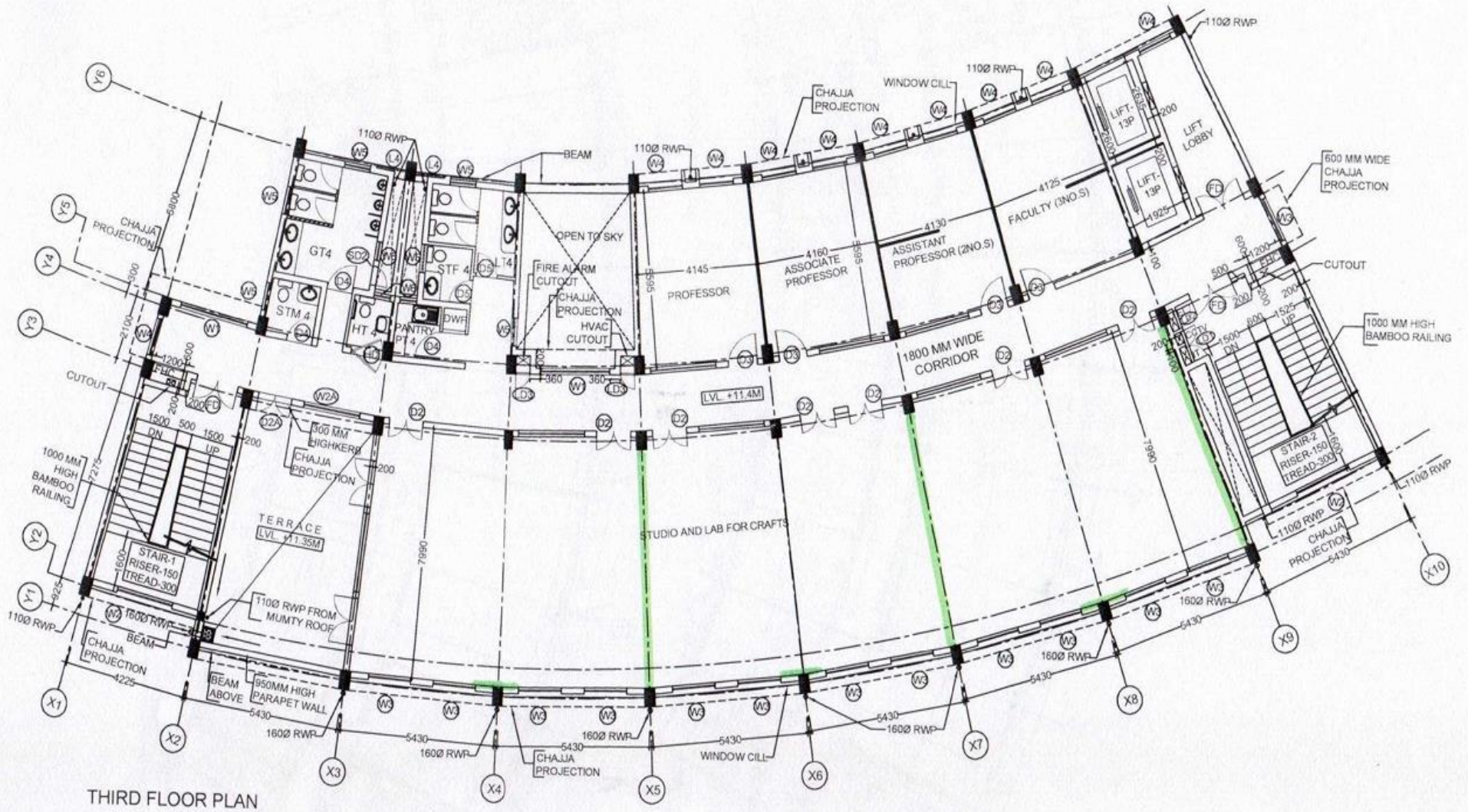
Section - 6
Concept Drawing



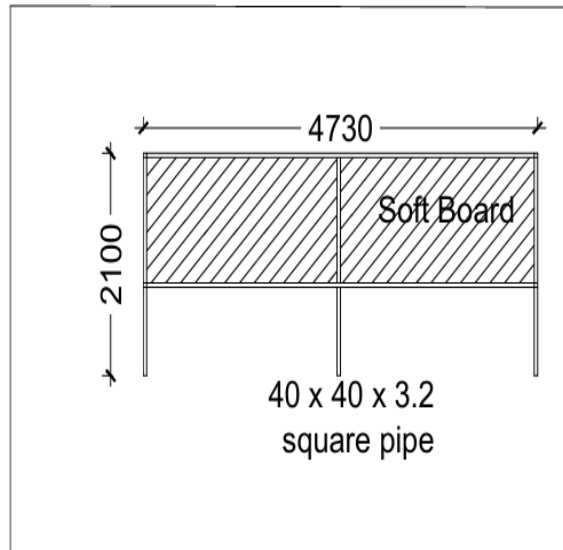
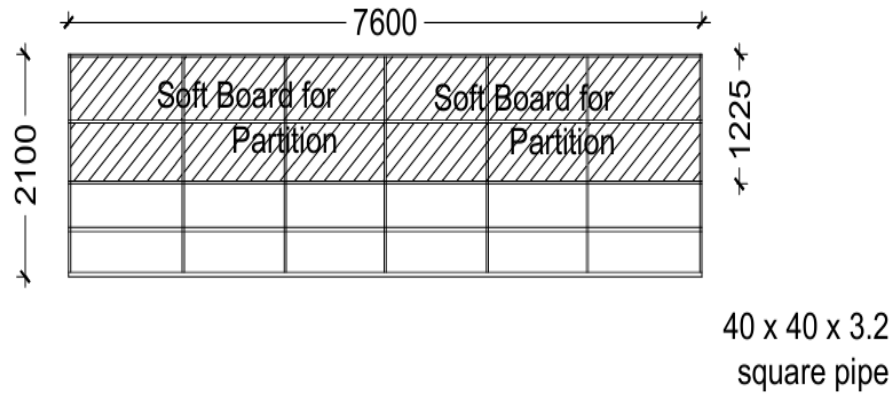
SECOND FLOOR PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN



1. Single side soft board at FD.
2. Double side soft board at TAD & CD

