



राष्ट्रीय डिज़ाइन संस्थान
NATIONAL INSTITUTE OF DESIGN

A Statutory Institute under DPIIT, Ministry of Commerce & Industry, Government of India
Paldi, Ahmedabad 380007. Tel: +91-79-26629500, +91-79-26629600
www.nid.edu

NIT No. NID/NIT/18/2023-24

Date : 21.03.2024

Tender Document

Tender for “ Supply, Installation, Testing and Commissioning of different types of Fire Extinguishers, repairing of existing Fire Fighting System / Equipment, refilling of existing CO2 type fire extinguishers, Non-Comprehensive Annual Maintenance Contract and Obtaining of Fire NOC renewal / clearance ” for existing building at **NATIONAL INSTITUTE OF DESIGN Bengaluru Campus**

Part - 1 : Technical Bid

Part - 2 : Financial Bid

Tender Submitted By:



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Notice Inviting Tender

National Institute of Design (NID), Ahmedabad invites Tenders from reputed, experienced and eligible Contractors for “Supply, Installation, Testing and Commissioning of different types of Fire Extinguishers, repairing of existing Fire Fighting System / Equipment, refilling of existing CO2 type fire extinguishers, Non-Comprehensive Annual Maintenance Contract and Obtaining of Fire NOC renewal / clearance ” for existing building at NATIONAL INSTITUTE OF DESIGN Bengaluru Campus.

Tender Notices and Tender Documents related to this Tender are available / publish on Government of India Central Public Procurement Portals and websites as follows :

- www.eprocure.gov.in
- www.nid.edu

Any modification and / or corrigendum to this Tender will be available on these websites only.
NID reserves the right to accept or reject any or all Tenders without assigning any reason.

1	NIT No. & Date	NID /NIT/18/ 2023-24 dated 21.03.2024
2	Name and Location of Work	“ Supply, Installation, Testing and Commissioning of different types of Fire Extinguishers, repairing of existing Fire Fighting System / Equipment’s, refilling of existing CO2 type fire extinguishers Non-Comprehensive Annual Maintenance Contract and Obtaining of Fire NOC renewal / clearance ” for existing building at National Institute of Design, Bengaluru Campus
3	Brief Scope of Work	“Supply, Installation, Testing and Commissioning of different types of Fire Extinguishers, repairing of existing Fire Fighting System / Equipment’s, refilling of existing CO2 type fire extinguishers Non-Comprehensive Annual Maintenance Contract and Obtaining of Fire NOC renewal / clearance ” for existing building at National Institute of Design, Bengaluru Campus
4	Estimated Cost (Rs.)	Rs. 7,97,480.00 (Rupees Seven lakh Ninety Seven Thousand Four Hundred Eighty Only)
5	Period of Completion (Months)	3 Months (Three Months)
6	Earnest Money Deposit (EMD) (Rs.)	Rs 16,000.00 (Rupees Sixteen Thousand only) Shall be payable ONLY in the form of Demand Draft / Banker’s cheque/PO from Nationalized / Scheduled Bank only, drawn in favor of “National Institute of Design”, payable at Ahmedabad (Exemption from submission of EMD for MSME vendors if

		valid testimonials submitted)
7	Non-refundable cost of Tender Document/ Processing Fee(Rs.)	NIL
8	Date & Time of Pre-Bid Meeting	27.03.2024 at 11.00 Hrs. at NID Bengaluru
9	Last Date & Time of submission of signed, hard copy (in original) of all Tender Documents and all other documents related to this Tender	On or before 04.04.2024 at 18.00 Hrs. in the office of : The Dean, National Institute of Design #12 HMT Link Road, Off Tumkur Road, Bengaluru – 560 022
10	Date & Time of Opening of Technical Bid	05.04.2024 at NATIONAL INSTITUTE OF DESIGN, Bengaluru Campus at 11.00 Hrs.
11	Date & Time of Opening of Financial Bid	After evaluation of technical bid. Bidders who qualify technically will be considered for financial bid opening.
12	Validity of Offer	60 days from opening of technical bid

INSTRUCTIONS TO TENDERERS

1. The Tender Document as uploaded can be viewed and downloaded free of cost. Technical Bid documents of ONLY those tenderers whose EMD and other documents are found to be in order, shall be considered further.
2. The intending Tenderer must carefully & completely read all the terms and conditions related to this Tender and submit the same ONLY if he considers himself eligible for submission and is in possession of all the requisite documents for submission. All information and instructions posted on the website / portals related to this Tender shall form part of the Tender Document.
3. The Tenderers shall have to deposit an Earnest Money Deposit (EMD) along with the submission of tender documents through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad. On award of the work, he will have to deposit 5% of the total accepted contract value (including earnest money deposit) as performance guarantee (Mandatory for all bidders including MSME) in the name of NID by PO/ Demand Draft only through a DD/ pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad
4. Tenderers who cannot attend pre bid meeting may submit queries related to the Tender – if any – through Email / in writing to the Tender inviting Authority to seek clarifications within 7 days from the date of uploading of Tender on the portal
5. Before tendering, tenderers are advised to visit the site and its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, and levies as applicable & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies, etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NID at a later date.

6. If any Tenderer is found to be ineligible for submission of tender – after the opening of Tender – his tender shall become invalid.
7. Any Tender submitted with additional conditions and / or modifications shall become invalid.
8. Notwithstanding anything stated above, NID reserves the right to assess the capabilities of the Tenderer to execute the Contract, in the overall interest of NID. In case any tenderer's capabilities are not found to be satisfactory, NID reserve the right to reject such Tender.

9. Minimum Eligibility Criteria: Work Experience

- a. Bidder must be registered as Fire & Emergency services with BBMP/ State Government / Central Government / Municipal Corporations/ PSU or should be approved by Ahmedabad / Gandhinagar Fire & Emergency service. Certificate of registration as Fire & Emergency services need to be submitted
- b. Experience of having successfully completed similar works during the last 5 years ending previous day of Last Date of Submission of Tender. Testimonials to be attached
 - i. 3 (Three) similar works each costing not less than 40% of the estimated cost of this tender. (Not less than Rs 3.19 Lakhs for each work)
OR
 - ii. 2 (two) similar works each costing not less than 60% of the estimated cost of this tender. (Not less than Rs 4.78 Lakhs for each work)
OR
 - iii. 1 (one) similar work costing not less than 80% of the estimated cost of this tender. (Not less than Rs 6.38 Lakhs)
- c. Work done for central / state Govt. organizations or central / state Public Sector Units / Autonomous Bodies may be preferable. The certificates / testimonials obtained from such organization to be submitted with technical bid.

10. Earnest Money Deposit (EMD) :

- a. Any Tender submitted **without the requisite EMD** in the form of DD / pay order of any Nationalized / Scheduled bank in favor of “National Institute of Design” payable at Ahmedabad shall become invalid.(Exemption from submission of EMD for MSME vendors subject to furnishing of relevant valid certificate for claiming exemption)
 - EMD shall be refunded without interest to unsuccessful Bidder after L1 is finalized.
 - EMD of successful Bidder will be converted to Performance guarantee shall be refunded without interest after successful completion of work & up to including obtaining of fire NOC

11. PERFORMANCE GUARANTEE

- Successful tenderer will be required to submit Performance Guarantee @ 5% (including EMD) of the Contract Value within (10) Ten days from the date of issue of work order in the form of Demand draft /PO of any Nationalized / Scheduled Bank in favor of “National Institute of Design”, payable at Ahmedabad.
- NID reserves the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed Contract period in the event of the Contractor's failure to fulfill any of the milestones/ Contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of General Conditions of Contract, in case of improper or unacceptable work or work not done as per specifications etc. or all Performance Guarantee(s) in the event of termination of Contract as per terms and conditions of Contract.

If the Contractor commits any default as aforesaid, NID shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the Contract) by giving the notice in writing in addition to action taken under other provisions contained in this Contract or otherwise.

- Performance Guarantee shall be refund without interest after successful completion of work, submission of final bill and after obtaining renewal / clearance of Fire NOC.

12. Financial Bid:

- a. Financial Bid of only technically qualified tenderers shall be opened offline at specified date. Tenderers will be required to submit the Financial Bid in hard copy only as per the price schedule format. Any other format for submission of Financial Bid shall be rejected without any further reference to the tenderers.
- b. In case the Financial Bid is found to be tampered / modified in any manner, tender will be completely rejected.
- c. The quoted prices must include all the applicable taxes, duties, cess payable under any law (as applicable on the date of submission of bid) by the bidder in connection with execution of the contract.

13. The Tender shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of the Technical Bid.

14. NID reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.

15. NID Bengaluru Campus means: All buildings including Basement, Ground plus Three Floors and except proposed building of IICs project of vertical expansion of 4th floor at NID Bengaluru Campus. 4th floor shall be included in AMC as per mutually agreed terms, subsequent years.

16. In case of shortfall of document / insufficient information in bids, NID may ask for additional documents information (only historic is pre-exists at the time of tender opening) and bidder shall provide the same within the stipulated time.

17. **MSME BIDDER** - Micro, Small and Medium Enterprises (MSME) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- a) District Industries Centers;
- b) Khadi and Village Industries Commission;
- c) Khadi and Village Industries Board;
- d) Coir Board;
- e) National Small Industries Corporation;
- f) Directorate of Handicraft and Handloom; and
- g) Any other body specified by the Ministry of MSME.

The MSMEs are provided tender documents free of cost and are exempted from payment of earnest money, Subject to furnishing of relevant valid certificate for claiming exemption.

TENDER ACCEPTANCE FORM

From: (On the letter head of the company by the authorized officer having power of attorney)

Date: _____

NIT No : NID/NIT/18 /2023-24 dated 21.03.2024

To,
The Chief Administrative Officer
National Institute of Design,
Paldi, Ahmedabad 380007.

Dear Sir,

Having examined all the documents, details, drawings, designs, specifications, and all instructions and Conditions of this Tender relating to the Works specified in the Memorandum hereafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating hereto as affecting the Tender, I/we hereby unconditionally offer to execute the Works specified in the following Memorandum, within the Time Period specified in the said Memorandum, at the Rates mentioned in the attached Schedule of Rates and in accordance, in all respects, with the details, drawings, designs, specifications and instructions in writing referred to in all Conditions of the Tender, and with such materials as are or may be provided for and in all other respects in accordance with such conditions so far as they may be applicable.

I/we also undertake to do all extra or varied works which may be ordered as part of this Tender upon terms provided for in the Conditions of Tender and Agreement.

I/we hereby undertake to complete the whole of the work required within specified time limit allowed for completion of works from the date of handing over the site to me/us and agree to pay the penalty as specified in the Conditions of Contract, in case I/we fail to complete the works within stipulated time period.

I/we have deposited requisite **Earnest Money Deposit** (EMD) / Valid MSME Certificate with NID. If I/we fail to commence the work within 7 days of the date of issue of Letter of Award and/or if I/we fail to sign the agreement as per Tender Conditions and/or if I/we fail to submit Performance Guarantee as per Tender Conditions, I/we agree that NID shall – without prejudice to any other right or remedy – be at liberty to cancel the Letter of Award.

All the document required to establish our eligibility to undertake the Works are enclosed herewith in prescribed format. I/we hereby certify that all these documents and information supplied / submitted are true and correct.

Seal of the Firm

Tender terms & Conditions

1. NON – TENDER / EXTRA ITEMS

Non-tender/Extra item, Pricing: In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rates, supported by proper analysis which shall include invoices, vouchers etc. and failing which the rate approved later by the NID shall be binding and within 30 days of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

2. ESCALATION

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire period of Contract as well as any extended period for completion of the works. No escalation shall be applicable on this Contract.

3. COMPENSATION FOR DELAY

In the event of a delay in completion of project work as per the Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to NID at a rate of 1% (One Percent) per month calculated on daily basis subject to maximum Ten percent (10%) of Contract amount without prejudice to other options available like termination of contract etc by NID. Submissions of all documents & apply to statutory authority for fire NOC shall be taken as compliance in this and within stipulated work completion period.

4. WORK AND RISK COST:

NID reserves the right to get the whole or part of the service executed by some other agency at the risk and cost of the Contractor if it is found that the quality and / or the progress in respect of whole or part of the service is not satisfactory.

5. PRICES, TAXES & DUTIES

The Tenderer should quote firm prices / rates for all items of works, inclusive of all taxes, duties, levies, personal tax, corporate tax, welfare cess, etc.

6. INSURANCE OF WORKS, ETC.

After issue of LOA/ work order, the Contractor may be obtaining following Insurance policies:

- (i) Contractors' All Risk (CAR) policy covering Contract sum for material and labor of amount Equal to Contract amount and valid up to Contract period.
- (ii) General Public Liability / Third Party Liability of amount Equal to Contract amount and valid up to completion of Defect Liability Period
- (iii) Workmen Compensation Insurance policy for adequate number (minimum 20 workmen) of manpower and appropriate amount based on the Contract amount and valid up to completion of Defect Liability Period.

Penalty for not obtaining insurance, as above, shall be as follows:

- If the duration of insurance is not as per Contract period/ If the amount of insurance policy is less than the Contract / If policy is not taken at all penalty amount @ 1.5 % of the Contract amount.

In case of any mishap, the liability for the same will be borne by the Contractor only. NID will not be responsible for any kind of misshaping. The Contractor has to take an insurance policy accordingly.

7. PAYMENTS

NID certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on Contractor. Each Bill should be accompanied by photographs taken from various points depicting status of work as on Bill date and tax invoices as per applicable tax laws. Intermittent progress photographs as and when required shall also be provided by the Contractor at his own cost. No payment of running account bill shall be released unless it is accompanied by photographs and Tax Invoices as above.

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill

- The payment shall be released against successful execution & submission of invoice duly checked, verified and certified for payment.
- Annual Maintenance Contract (AMC): Payment shall be made on quarterly basis

All the payments will be made after submission of invoice by the agency.

8. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall, at his own expense, provide all required materials as per tender approved make list for the works. The Contractor shall at his own expense and without delay including carrying out and submitting quality tests as directed by appointed consultant by NID.

It is mandatory to get client approval for supply of any material other than approved make.

The Contractor shall ensure that the materials are brought to site in original sealed containers or packing / bearing manufacturer's marking and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected.

The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy that the materials comply with the specifications.

9. DEFECTS LIABILITY PERIOD

The Contractor shall be responsible for the rectification of defects in the works for a period twelve (12) months or as specified in the Memorandum from the date of handing over the completed works by the NID. Any defects discovered and brought to the notice of the Contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the Contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NID at the cost and expense of the Contractor.

10. SUBLETTING / SUB-CONTRACTING

The contract shall not be assigned or sublet without the written prior approval from NID otherwise NID shall have power to terminate the contract in the interest of the NID.

11. FORCE MAJEURE

Should it appear likely that the execution of the Contract works may be delayed though any cause which the Contractor cannot control i.e., acts of God, acts of War. Whether declared or undeclared, public disorders, rebellion or sabotage, floods, riots, civil commotions etc. or any other cause not within the control of the party affected, he shall within 7 days give notice thereof in writing to the Engineer-in-Charge and the Engineer may extend the date of completion as far as he thinks reasonable. No extension of time granted by the Engineer-in-Charge shall relieve the Contractor of his other obligations under the Contract.

12. NO COMPENSATION CLAUSE

The Contractor shall have no claim whatsoever for compensation or idle charges against NID on any ground or for any reason, whatsoever.

13. WATER AND ELECTRICITY

Water & Electricity will be provided by NID at one point free of cost.

The Contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply, if required.

14. COMPLIANCE WITH NID SECURITY & OTHER NORMS

The Contractor shall comply with all norms stipulated by NID such as Gate Passes, Security, Maintaining cleanliness, Discipline & Decency around the service site, Safety Precautions and Safety Regulations.

15. BILL OF QUANTITIES

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site. No item which is not covered in the Bill of Quantities shall be executed by the Contractor without the approval of the NID. In case any Extra / Substituted item is carried out without specific approval, the same will not be paid.

16. WORKS TO BE OPEN TO INSPECTION

All works executed or under execution in pursuance of this Contract shall at all times be open to inspection and supervision of the NID.

The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and / or an inspecting authority of State Government and / or by third party checks by owner/ clients. The compliance of observations / improvements as suggested by the inspecting officers of NID / CTE / State authorities shall be obligatory on the part of the Contractor at the cost of Contractor.

17. LABOUR LAWS

LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The Contractor shall obtain a valid license under the Contract Labor (Regulation & Abolition) Act 1970 and the Contract Labor Act (Regulation & Abolition) Central Rules 1971 and amended from time to time and continue to have a valid license until the completion of the work including Defect Liability Period.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The Contractor shall not engage any labor below the age of 18 under any circumstances. The provisions under Child Labor (Prohibition and Regulation) Amendment Act, 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labor laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard. The Contractor shall also declare in each running bill that he has not engaged any labor below the age of 18 in the project.

Any failure to fulfill above requirement shall attract the penal provisions of this Contract .

LABOUR SAFETY PROVISION

The Contractor shall, at his own cost, take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge.

In case of all labor directly or indirectly employed in work for the performance on the Contractor's part of this Contract, the Contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

LAWS COVERING THE CONTRACT

This Contract shall be governed by the relevant Indian laws for the time being in force.

18. TERMINATION OF CONTRACT DUE TO CONTRACTOR'S FAULT

If the Contractor is in default under any of the provisions of this Contract, including but not limited to:

1. Failure to proceed with all or any part of the Contract or Contract Work with due diligence
2. Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
3. Refusal or neglect to make good defective Work or after being instructed to do so by NID.
4. Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
5. Delay in executing the Contract.
6. Abandoning the Contract.
7. Assigning or subletting any part of the Contract Scope of Work without the prior written approval of NID.
8. Failure to comply with any Applicable Law

Then, and in any such event and without prejudice to any other rights or remedies that NID may have, NID may issue Contractor written notice describing the default.

If Contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, NID may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the Contractor's sole risk and cost.

The rights and remedies provided in this Article are in addition to the rights and remedies provided to NID by law, equity, or under any other Article in this Contract.

Such termination will not relieve the Contractor of its responsibility to its laborers, suppliers or any other creditors, including NID.

19. ARBITRATION

In case of any dispute or difference, at any time during the validity of this Contract, Between the parties as to anything contained in this Contract or arising out of the execution of this Contract, or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said Works, except in respect of matters for which it is provided herein that the decision of NID is final and binding, the same shall be referred to Arbitration and the final decision of an Arbitrator to be agreed upon and appointed by mutual consent of both the parties or – in case of disagreement on such appointment of sole arbitrator, such arbitration shall be dealt in accordance with the provisions of The Arbitrations and Conciliation Act 1996 (as amended). Such arbitration will be conducted in English and the place of arbitration shall be Ahmedabad.

Applicable standards

The design, equipment, installation, testing and maintenance of the Clean Agent Suppression System shall be in accordance with the applicable requirements set forth in the latest edition of some or all of the following codes and standards.

- a) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- b) NFPA 70 - National Electric Code.
- c) NFPA 72 – National Fire Alarm and Signalling Code.
- d) FM - Factory Mutual Approval Guide.
- e) UL - Fire Protection Equipment Directory.
- f) VDS -Inspected. Approved.
- g) Gas Cylinder Rule, 2016.
- h) CCOE / PESO approvals for the pressurized containers.
- I) Fire protection manual of the tariff advisory committee, Fire Insurance Association.
- j) National Building Code Part-IV : Fire and Life Safety.

The standards listed, as well as all other applicable codes, standards, and good engineering practices shall be used as "minimum" design standards.