

राष्ट्रीय फैशन प्रोद्योगिकी संस्थान

NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(सांविधिक संस्थान निफ्ट अधिनियम 2006 द्वारा शासित और वस्त्र मंत्रालय भारत सरकार के द्वारा स्थापित)

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

TENDER DOCUMENT

FOR

DISMANTLING OF OLD DAMAGED FIBER ROOF AND PROVIDING & FIXING NEW POLYCARBONATE SHEET AT DESIGN STUDIO TO STOP THE WATER LEAKAGE IN DEPARTMENT

निविदा दस्तावेज अपलोड करने की शुरुआत Uploading of tender document commences from	08.04.2022
अधिकारिक वेबसाइट पर निविदा अधिसूचना के प्रकाशन की तिथि Date of publication of tender notification on official website	08.04.2022
विधिवत भरे हुए निविदाओं की प्राप्ति के अंतिम तिथि Last date for receipt of duly filled in tenders	26.04.2022 upto 3.00 pm
तकनीकी बोलियों के खुलने की तिथि और समय Date and Time of the opening Technical Bids	26.04.2022 at 3.30. pm
वित्तीय बोलियों के खुलने की तिथि और समय Date and Time of the opening Financial Bids	तकनीकी रूप से योग्य निविदाकारों को बाद में अधिसूचित किया जायेगा Will be notified to the technically qualified tenderers

नोट: इस दस्तावेज में 20 पृष्ठ शामिल हैं और निविदाकारों से (पृष्ठों की कुल संख्या) अनुरोध है कि वे सभी पृष्ठों पर साईन करें

Note: This tender document contains 20 pages (total no. of pages including Annexure) and tenderers are requested to sign on all the pages.

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परिचय:

नेशनल इंस्टीट्यूट ऑफ फैशन टेक्नोलॉजी (निफ्ट) की स्थापना 1986 में भारत सरकार के कपड़ा मंत्रालय ने की थी, जिसे 2006 में संसद अधिनियम (एनआईएफटी अधिनियम 2006) के तहत सांविधिक अधिनियम के तहत वैधानिक दर्जा दिया गया था, जिसमें शिक्षा और अनुसंधान के प्रचार और विकास के लिए फैशन प्रौद्योगिकी का क्षेत्र। निफ्ट 17 केंद्रों के अपने नेटवर्क के माध्यम से पूरे देश में फैशन व्यवसाय शिक्षा प्रदान करता है। यह डिजाइन और प्रौद्योगिकी में स्नातक (यूजी) कार्यक्रम के तहत चार साल , डिजाइन, फैशन प्रबंधन और फैशन प्रौद्योगिकी में दो साल के स्नातकोत्तर (पीजी) कार्यक्रम और फैशन के क्षेत्र में पेशेवर और छात्रों की विशेष आवश्यकताओं को पूरा करने के लिए लघु अवधि शिक्षा कार्यक्रम प्रदान करता है। । एनआईएफटी का बेंगलुरु , भोपाल, भुवनेश्वर, चेन्नई, गांधीनगर, हैदराबाद, जोधपुर, काँगड़ा, कन्नूर, कोलकाता, मुंबई, नई दिल्ली, पटना, रायबरेली, शिलांग, श्रीनगर और पंचकुला में स्थित कैंपस के साथ नई दिल्ली में अपना प्रधान कार्यालय है।

निफ्ट दिल्ली कैंपस गुलममोहर पार्क के पास हाऊ खास में स्थित है। निकटतम मेट्रो स्टेशन ग्रीन पार्क मेट्रो स्टेशन है।

निफ्ट दिल्ली ने रोहित बाल, रितु बेरी, मनीष अरोड़ा जैसे वर्षों में कई प्रतिष्ठित पूर्व छात्रों का उत्पादन किया है यह विभिन्न प्रकार के नियमित और सीई कार्यक्रमों की पेशकश करता है। इसमें पुराने और सबसे अमीर संसाधन केंद्र हैं जिनमें प्रिंट और गैर-प्रिंट सामग्री का समृद्ध संग्रह है।

INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 17 campuses. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shillong, Srinagar and Panchkula.

NIFT Delhi Campus situated in the Hauz Khas near Gulmohar Park. The nearest Metro station is Green Park Metro Station.

NIFT Delhi has produced a number of eminent alumni over the years like Rohit Bal, Ritu Beri, Manish Arora....

It offers a variety of Regular as well as CE programs. It has the oldest and richest Resource Centre having a rich collections of print and non-print materials.

नोटिस आमंत्रित निविदा

“डिजाइन स्टूडियो के विभाग में पानी के रिसाव को रोकने के लिए , पुराने क्षतिग्रस्त फाइबर छत को हटाने और नई पॉली कार्बोनेट शीट प्रदान करने और ठीक करने के लिए ” मुहरबंद निविदाएं आमंत्रित की जाती हैं। सीपीडब्ल्यूडी के पंजीकृत ठेकेदार , एमईएस या पीएसयू सरकार / प्राइवेट / एमएनसी के साथ काम करने वाले नेशनल इंस्टीट्यूट ऑफ फैशन टेक्नोलॉजी की तरफ से निफ्ट कैंपस, हौज खास, नई दिल्ली में प्रथम मंजिल डी-ब्लॉक में टीडी विभाग में कार्य , / प्रतिष्ठित एजेंसियां, और जिन्होंने नीचे दी गई आवश्यकताओं और विवरण के अनुसार आइटम दर के आधार पर सिविल वर्क या इसी तरह के काम किए हैं। निविदाएं "डिजाइन स्टूडियो के विभाग में पानी के रिसाव को रोकने के लिए , पुराने क्षतिग्रस्त फाइबर छत को हटाने और नई पॉली कार्बोनेट शीट प्रदान करने और ठीक करने के लिए ”। बयाना राशि के डिमांड ड्राफ्ट / एफ.डी.आर /बी.जी/ बैंककर चेक/ऑन लाइन पेमेंट/पे ऑर्डर के रूप में निविदा तारीख को प्रकाशित करने की तारीख के बाद के होना चाहिए, जो निफ्ट, नई दिल्ली" के पक्ष में देय है।

निफ्ट को निविदा प्रक्रिया को रद्द करने का अधिकार होगा यदि निफ्ट को उपयुक्त निविदा नहीं मिलती है। निफ्ट को ऐसे परिस्थितियों में ताजा निविदा के लिए कॉल करने का अधिकार होगा, जिसमें पिछले निविदा में बोली लगाने वाले निविदाकारों को ताजा प्रक्रिया में भाग लेने का अधिकार होगा। निविदाकारों को एनआईएफटी द्वारा उचित समझा जाने वाले कारणों के लिए निविदा प्रक्रिया को रद्द करने के लिए एनआईएफटी के अधिकार और निर्णय को चुनौती देने का कोई अधिकार नहीं होगा। एनआईटी वेबसाइट से एनआईटी डाउनलोड किया जा सकता है: - www.nift.ac.in

साइट का निरीक्षण किया जा सकता है 9:30 एएम। 5:00 पीएम तक किसी भी कामकाजी दिनों में कामकाजी घंटों के दौरान। साइट की स्थितियों और बाधाओं के बारे में जागरूकता के लिए कोई अतिरिक्त राशि देय नहीं होगी।

निफ्ट को किसी भी निविदा के बिना किसी भी निविदा को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है।

अनुमानित लागत : ₹. 195900/- (जी.एस.टी सहित)

निविदा की तारीख : 08.04.2022

निविदा के सबमिशन की अंतिम तिथि : 26.04.2022 upto 3.00 pm

तकनीकी बोली खोलने की तारीख : 26.04.2022 at 3.30 pm

बयाना राशि (EMD) राशि: ₹.4000/- (वापसी योग्य)

(एनआईएफटी, नई दिल्ली के पक्ष में डीडी/ एफ.डी.आर/बी.जी/बैंककर चेक/ऑन लाइन पेमेंट/पे ऑर्डर के रूप में)

सम्पदा अभियंता (मुख्यालय)

NOTICE INVITING TENDERS

Invitation to Tenders for “Dismantling of old damaged fiber roof and providing & fixing new polycarbonate sheet at Design Studio to stop the water leakage in department”.

1. Introduction

The National Institute of Fashion Technology (NIFT Campus Hauz Khas, New Delhi) invites sealed tender from the experienced contractors for “Dismantling of old damaged fiber roof and providing & fixing new polycarbonate sheet at Design Studio to stop the water leakage in department”.

2. Earnest Money Deposit (EMD):

The Bidder shall furnish EMD of Rs. 4000/- (Rs. Four Thousand only) along with the tender in the shape of demand draft/FDR/BG/Banker Cheque/On line payment/Pay Order in favour of NIFT, New Delhi, payable at New Delhi. EMD shall be returned to the unsuccessful bidders after award of work. EMD of successful bidder shall be adjusted in the bill as raised by the Contractor during the work. The tender not accompanied with requisite amount of EMD shall be rejected. No interest will be paid on EMD amount.

- a) The offline bids will be received by NIFT up to 3.00 pm on 26.04.2022 any bid received after the prescribed deadline shall not be considered irrespective of rates. The Technical bids will be opened on the same dated at 3.30 pm in the presence of the representatives of the bidders present, if any. Date of opening of financial bids of such firms which meet the prescribed technical criteria will be notified separately.

The online payment of EMD may be deposited as under:

Name of Beneficiary	: National Institute of Fashion Technology
Bank	: Union Bank of India, Yusuf Sarai Brach New Delhi – 110016
IFSC/RTGS Code	: UBIN0534064
Savings Bank A/c No.	: 340602050000022

- b) In case of MSME unit, copy of relevant trade of Registration with MSME, need to be provided. If core MSME Certification is not for a relevant trade, same may not be considered for EMD exemption. If the selected bidder fails to start & execute the work, his EMD will be forfeited as per Government rules.

The EMD Shall be forfeited if:

- i) The bidder withdraws his bid during the period of bid validity.
 - ii) In the case of successful bidder, if he fails to furnish the required Security Deposit within the specified time limit.
- c) The EMD of the successful bidder shall be retained towards making of the security deposit for the performance of the contract and shall be discharged after submission of the required security deposit.
- d) The bid shall remain valid for a period of 3 months from the date of receipt of the bid.

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e) No artwork charges will be paid in any case.

3. Site Visit:

The bidder is advised to acquaint himself with the job work, visit the Site & examine site conditions, climatic conditions, labour, power, material availability, transport and communication facilities, environmental regulations, laws and bye- laws of statutory, local bodies and the Govt. of India and collect all information that shall be necessary for preparing the bid and entering into a contract.

The cost of visiting the site and collecting information for the purpose of submission of the bid shall be incurred by the bidder only.

The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection.

4. Defect Liability Period:

The work/ materials of the contractor shall be under 12 months Defect Liability Period (DLP). Any defect/-s noticed during the defect liability period shall be rectified by the contractor without any cost to NIFT Campus, Hauz Khas, New Delhi, failing which the Security Deposit of the Contractor shall be forfeited. If the contractor backs out from the work tender, the EMD deposited of the contractor shall be forfeited. The contractor may also be debarred from any future tendering process in the institute for reasons assigned hereinabove.

5. Detail of required Experience Certificates /Work orders:

The Applicant to meet the following minimum experience:

A. Experience of having successfully competed similar works/Civil work during last 7 (Seven) years ending March 2022, should be either of the following.

A (1) One similar / civil completed work costing not less than 80% of total tender estimated cost.

A(2) Two similar /civil completed works costing not less than 60% of total tender estimated cost for each work.

A(3) Three similar / civil competed works costing not less than 40% of tender estimated cost for each work.

B Definition of “Similar Work” Experience in carrying out similar work / civil work/ civil maintenance works in private sector or Govt. organizations/ PSU’s.

6. Submission of Bids:

- (a) The sealed hard copy of the tender shall be submitted in one big envelope superscripting “Dismantling of old damaged fiber roof and providing & fixing new polycarbonate sheet at Design Studio to stop the water leakage in department” containing two separately sealed small envelopes, one for "Technical Bid " and another for "Financial Bid" superscripting as such and addressed to EE (HO), NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT Campus, Hauz Khas, Near Gulmohar Park, New Delhi – 110016. The sealed tender must be

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dropped in the tender box at IInd Floor, B- Block, NIFT, New Delhi – 16, NIFT Head Office only, on or before 26.04.2022 by 3.00 P.M.

- (b) The technical bid envelope must contain the technical bid in prescribed Performa as per Annexure - I along with a Account Pay Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank or Online Payment in an acceptable form for Earnest Money Deposit (refundable but non-interest bearing) of Rs.4000/- (Rupees Four Thousand Only) favoring NATIONAL INSTITUTE OF FASHION TECHNOLOGY and payable at New Delhi with all relevant documents in support of eligibility and experience criteria. The financial bid envelope must contain only the financial bid. The financial bid shall include all the charges including all taxes etc to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid. The online payment in favour of as per details above, but the receipt slip should be enclosed.
- (c) The technical bid will be opened at NIFT, Delhi - HO, Basement , Room No.1 in the office of EE ,(HO), on 26.04.2022 at 3.30 P.M. in the presence of the bidders/ their authorized representatives and committee members who wish to be present. The Financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- (d) The interested firms are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect shall be summarily rejected.
- (e) Any further clarifications can be sought from the office of EE(HO) on Telephone No. 011-, 26542165, 26542173 NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT Campus, Hauz Khas, Near Gulmohar Park, New Delhi - 110016. NIFT website : www.nift.ac.in

TERMS & CONDITIONS:

1. No paper shall be detached from the tender.
2. If any date mentioned above happens to be a holiday, then the next working day will be the relevant date.
3. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender shall be filled in and submitted in strict accordance with the instructions laid down herein; otherwise the tender shall be liable to be rejected by the NIFT unilaterally without assigning any reason or giving explanation to this effect.
4. The tender shall be liable to be ignored/rejected if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in or any wrong/false or incorrect information is given or any material thing is concealed or manipulated therein.
5. The Earnest Money of the successful tenderer shall be returned after the security deposit as required in terms of the tender, is furnished by the L-1. The Earnest Money to other than lowest bidders will be returned after finalization of the L-1.

Signature of contractor with rubber stamp and mobile no.

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6. The Earnest Money deposited shall be liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EMD shall also be liable to be forfeited by NIFT and NIFT shall be entitled to initiate appropriate legal proceedings against the tenderer for the losses suffered by it as a result of the same.
7. All rates/total amount shall include GST (as applicable), cost of labours & material for the works complete in all respects and no extra amount shall be payable on this account.
8. Water and Electricity shall be provided free of cost at one point for bonafide use only.
- 8.1 The agency must enclose copy of the PAN Card of the company/Proprietor / Partner and work experience certificate / work order for having executed the similar works. Tender of any agency without above shall be rejected out rightly.
9. The EMD deposited by the contractor shall be released with running / final bill duly submitted by contractor
10. The payment shall be made on the submission of bill, as per actual measurements of works and after successful completion of work by the contractor.
11. Tender of any agency not adhering to the above mentioned terms of the tender shall be rejected out rightly.
12. Technically qualified bidder will be informed present at the time of opening of financial bid.
13. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract.

The Bidder, unless otherwise stipulated in TIS/ AITB:
must:

- be a natural person, private entity, or public entity (State-owned enterprise or institution).
- unless permitted explicitly in TIS/ AITB, not be(or proposes to be, a Joint Venture/Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM.

must:

not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

(including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)

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Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or

Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
- of the near relations of executives of Procuring Entity involved in this Tender Process

Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.

must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

14. The difference of rates in words and amount found in tender, the final amount will be considered after only final calculations i.e. (Quantity X Rates) and grand total of all items with GST.

Goods and Services Tax (GST)

GST Registration Status:

All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

GST Registration Number (15-digit GSTIN). If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the

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supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

Conflict of Interest.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

Directly or indirectly controls, is controlled by or is under common control with another Bidder; or

Receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

Has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc)of this Tender process; or

has a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

7. Selection Criteria: The work will be awarded to L1 vendor on overall basis of “DISMANTLING OF OLD DAMAGED FIBER ROOF AND PROVIDING & FIXING NEW POLYCARBONATE SHEET AT DESIGN STUDIO TO STOP THE WATER LEAKAGE IN DEPARTMENT”. The determination of lowest bidder will NOT be on individual rates of financial bids. Rather it will be on overall basis.

The following documents / information shall be attached along with Technical Bid as follows:-

- A. Copy of Pan Card.
- B. Copy of last three year ITR
- C. EMD
- D. Experience Certificates/ Works Orders.
- E. All NIT document shall be signed by contractor or partner or proprietor with rubber stamp of contractor/ agency and mobile no.
- F. The technical bid page no. 1 to 17 with demand draft/FDR/BG/Banker Cheque/On line payment/Pay Order of EMD and tender cost should be kept in envelope no. 1 and closed the envelope properly.
- G. Financial bid should be kept in envelope no.2 and closed the envelope properly.
- H. Envelope no.1 & 2 should be kept in envelope no. 3 and closed the envelope properly.
- I. Please write the name of work such as “Dismantling of old damaged fiber roof and providing & fixing new polycarbonate sheet at Design Studio to stop the water leakage in department” on each envelope.
- J. The other terms and conditions shall be applicable as mentioned in NIT.
- K. GST registration certificate of the contractor/ agency / firm.
- L. The tender of any agency without above shall be rejected out rightly.

8. Time of Completion

The work shall be duly completed within 30 working days from the date of receiving of work order by the agency.

9. Liquidated Damages/ Penalty for Delay:

If the contractor fails to complete the work within the stipulated time or time extended by the Institute (if any) liquidated damages at the rate of 1% per week (07 days) of delay subject to maximum 10% of the total contract value shall be deducted and recovered from the contractor.

10. Specifications:

The materials supplied and proposed to be used in the work shall be of requisite specifications as specified in NIT, as per specification given in BOQ and as per approved list of make. If there is no specified make given in BOQ, these will be executed as per CPWD specification.

11. Payment

Payment will be made after satisfactory completion & handing over of the entire work and bill submitted by the Contractor. Applicable GST/ TDS/ TDS etc. shall be deducted from the amount payable to the contractor.

12. Bill of Quantity:

The quantities of work given in the Bill of Quantities (BOQ) are approximate to give an idea of work. Work shall be carried out as per the given design / specifications and the quantities may vary on higher or

Signature of contractor with rubber stamp and mobile no.

1700(1)/NIFT/HO/Design Studio/75/Bldg-2020

lower side. The contractor shall execute the varied quantity of work on the quoted rates. The payment shall be made as per actual measurement of work.

13. Tools & Tackles:

All tools, tackles such as other equipment as per requirement of work will be arranged by the contractor and their charges will be deemed to be included in the quoted rates, no extra payment shall be made for the same to the Contractor.

14. Risks:

Contractor shall be solely responsible for safety of his workers, working at site by following all safety norms in the trade.

All risks of loss or damage to physical property and of injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are:

- a. (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
(iii) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component therefore.
(iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed.
- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

15. Performance Guarantee in the shape of DD/FDR/BG/Banker Cheque/On line payment/Insurance security Bond/ /Pay Order

1. Within 10 days of receipt of work order from NIFT, the successful firm shall furnish the Performance Guarantee Equivalent to 10% of the contract value in the form of Bank Guarantee (from any Commercial Bank) valid for 60 days beyond expiry of the Defect Liability Period in the format as per Annexure – A or in the form of Insurance security Bond Demand Draft/FDR/BG/Banker Cheque/On line Payment/Pay Order in favour of NIFT New Delhi. No interest shall accrue on this.
2. Failure of contractor to comply with the requirement of contract shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD, Security Deposit in which event NIFT New Delhi may get the work done at the risk & cost of the Contractor.

16. Contract Agreement:

NIFT will notify the successful bidder that his tender has been accepted and it will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged affirmatively by the bidder as a token of acceptance and a contract agreement will be signed between both parties on the agreement form Annexure-C. The contractor shall present the agreement on appropriate value of stamp paper for signature of NIFT New Delhi.

Signature of contractor with rubber stamp and mobile no.

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17. CONCILIATION/ARBITRATION:

- a. If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Director (F&A), NIFT – Head Office.
 - b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the sole Arbitrator to be appointed by Director (F&A), NIFT – Head Office.
 - c. The arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
 - d. The venue of the arbitration shall be New Delhi, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
 - e. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.
 - f. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.
18. Tender shall be accompanied by all the relevant documents covered in the tender.
 19. The full & final payment shall be made by the HOD i.e. NIFT only after successfully completion of work /items for which the bid is made at NIFT Head Office.
 20. The contractor/supplier shall ensure that he himself or his authorized representative is available for proper handing over the supplies/consignments at NIFT Campus, Head Office.
 21. The NIFT is registered with the DSIR for the purpose of availing customs duty exemption in terms of Govt. Notification No. 51/96-Customs and Central Excise duty exemption in terms of Govt. Notification no. 10/97-Central Excise as amended from time to time. The duty charges are to be paid by the tenderer accordingly in case of imported items.
 22. All statutory duties and taxes / GST and any other taxes or duties may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer shall attract the forfeiture of the EMD and shall entitle NIFT to take appropriate legal action against the Tenderer.
 23. The contractor shall be liable with regard to compliance of all laws, regulations, rules & directions given by any statutory or constitutional authority for the time being in force in the state of Delhi.

25. Right to accept or reject the Tender:

Director (F&A), NIFT, Head Office reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

ANNEXURE- A

Bank Guarantee Format for Furnishing Performance Guarantee

(on stamp paper of appropriate value from any Nationalized Bank)

In consideration of National Institute of Fashion Technology, having its Head Office at NIFT Campus, Near Gulmohar Park, Huaz Khas, New Delhi – 110016

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(hereinafter referred to as NIFT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded 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 NIFT's Letter of Intent No.-----dated-----and the same having been unequivocally accepted by the contractor resulting in a 'Contract' bearing No.-----dated-----valid 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-----value of the contract to NIFT, we -----having its 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), do hereby guarantee and undertake to pay NIFT, on demand any and all money payable by the Contractor to the extent of Rs.----- (Rupees-----only) as aforesaid at any time upto without any demur reservation contest, recourse for protest Bank shall be conclusive and binding notwithstanding any difference between NIFT 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 NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or -----which is earlier.

NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone 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 two forbear to enforce any covenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT 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 NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.

This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT 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 clause as stated immediately hereafter. This guarantee shall remain in force till.

This guarantee shall continue and hold good until it is released by NIFT 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 NIFT's representative certifying the due completion of the work under the said contract and submitted '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 NIFT to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of the guarantee on NIFT's request till such time as may be required by NIFT.

We-----Bank shall be discharge of our liability under the guarantee unless a claim is made by NIFT within 3(three) months from the date of expiry of this Bank Guarantee.

Dated.....day of.....2022.

For and on behalf of Bank

Issued under seal

ANNEXURE-B

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas.....

(hereinafter called the “Tenderer”)

has submitted their offer datedfor..... **at NIFT, Head Office** (hereinafter called the “tender”) against the purchaser’s tender enquiry No..... **KNOW ALL MEN** by these presents that WEof..... having our registered office at are bound unto **National Institute of Fashion Technology.**

(hereinafter called the “Purchaser”)

in the sum of -----for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2022

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity : -
 - a) fails to furnish the Performance Guarantee for the due performance of the contract.
 - b) fails or refuses to accept / execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

.....
(Signature of the authorized officer of the Bank)
.....

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

**FORM OF AGREEMENT
(On appropriate value stamp paper)**

AGREEMENT

This agreement made the.....day of2022 between the National Institute of Fashion Technology, Hauz Khas, New Delhi, (hereinafter called "NIFT") of the one part, which expression shall include his successors and assigns and M/s.....(hereinafter called "The contractor") which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIFT is desirous that certain works should be executed by the contractor, viz.....
..... National Institute of Fashion Technology, Hauz Khas, New Delhi ("the works") and has accepted a bid of the contractor for the execution and completion of the works and the remedying of any defects therein.

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a. Tender No.....dated.....
 - b. Letter No./ Work order no.to M/s.....
 - c. NIFT work order letter No.....dated.....
3. In consideration of the payment to be made by the NIFT to the contractor as hereinafter mentioned, the contractor hereby covenants with NIFT to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of

this agreement.

4. The NIFT hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In witness whereof the parties hereto have this agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said _____

Binding signature for and on behalf of NIFT _____

Binding Signature of Contractor _____

In the presence of

Witness (1):

Witness (2):

TECHNICAL BID

(To be kept in envelop no -1 superscribed as “Technical bid” with name of work)

1. Name of the Vendor :
2. Name of the authorized person :
- (who signs on the tender document)
3. Address of the Vendor :
4. Phone No. :
5. Mobile No. :
6. Fax (if available) :
7. E mail ID :- :
8. A copy of cancelled Cheque :

Document to be submitted

S.No.	PATICULARS	Attached at pg. no.	Remark / detail
1	Earnest Money demand draft for Rs.4000/- separate DD/FDR/BG/Banker Cheque/On line Payment/Pay Order (Date of DD must be after the publication date of tender)		Date of DD/ :..... DD/ :Number..... Amt of DD/:.....
2	Whether agreed to abide by all the terms & conditions of this tender		Yes/ No
3	PAN number		Copy to be attached with signature of vendor/ contractor
4	Copy of work order/ experience certificate with amount of work done during last 7 years ending March 2022		Copy to be attached with signature of vendor/ contractor
5	Copy of latest last three years		Signed copy to be attached
6	Have you ever been debarred/ blacklisted by any Govt organizations/PSU/ Educational Institute		Yes / No and enclosed a undertaking on letter head with signature of owner or proprietor of company
7	Delivery & installation/ completion of work (No. of days for completion of work within – 30 working days) for dated receiving of work order.		Agreed/ not agreed
8	GST registration certificate		Copy of certificate to be enclosed
9.	Vendor should enclosed a client list alongwith clients name, address and phone no. supplied by them during last 7 years ending March, 2022.		List to be attached
10.	Compliance to the technical specification duly signed (as per tender document)		Yes or No
11	The technical bid with DD/FDR/BG/ Banker Cheque / On line Payment/Pay Order of EMD in envelope no. 1 in sealed envelope duly signed by the contractor or partner of proprietor		To be filled and signed
12	The financial bid should be in sealed envelope no. 2 followed two bid system		To be filled and signed
13	The envelope no. 1 & 2 should be sealed separately and put into the envelope no. 3 and envelope no.3 sealed properly with complete document.		To be filled and signed

(FINANCIAL BID)

**TENDER FOR DISMANTLING OF OLD DAMAGED FIBER ROOF AND PROVIDING &
FIXING NEW POLYCARBONATE SHEET AT DESIGN STUDIO TO STOP THE WATER
LEAKAGE IN DEPARTMENT**

S. No.	Items	Qty	Unit	Rate	Amount
1	Removing & Shifting old damaged Poly Carbonate Sheet within Campus.	1 job	L/s		
2	Steel work welded in built up sections/framed work, including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works (Size of M.S. TUBE 50 X 50 X 3mm)	400	Kg		
3	Supplying, Installation and fixing of 5 mm thick multicell ploy carbonate sheet over structural frame work, Labours, Scaffolding all required machineries for fixing tools etc. including cost of weather sealants, aluminium channel, screws with pvc fillets, masking tape, protective tape, backer rods, bolts, gasket any scaffolding, EPDM rubber beading etc. to complete in all respect. Sheet should withstand in all following test Impact Strength -10oC to 100oC or better, UV Resistance, Fire Test Performance acc.to Underwriters 'laboratories (UL94), Thermal Insulation.	82	SqM		
4	Filling the gap in between aluminium/MS frame & adjacent RCC/Brick/Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete, Upto 5mm depth and 5mm width	10	mtr		
4.1					
	Total				
	Rebate if any				
	Sub total				
	GST @ 18%				
	Grant total(with GST)				

Total amount in words with GST Rs. : _____

EE(HO)

(Signature of contractor with name of agency and mobile no.)

Signature of contractor with rubber stamp and mobile no.