



राष्ट्रीय फैशन टेक्नॉलॉजी संस्थान  
 राष्ट्रीय संस्थान निफ्ट अधिनियम 2006, हाउस खास और  
 कवर मंत्रालय, भारत सरकार द्वारा स्थापित  
**NATIONAL INSTITUTE OF FASHION TECHNOLOGY**  
 A Statutory Institute under the NIFT Act, 2006 and  
 set up by the Ministry of Textiles, Government of India

**NOTICE INVITING TENDER**

Dated: 20.01.2017

Tender No. NIFT/PS to ADG /HO/int Work/2016

(Technical bid from Page no. 1 to 14)  
 Envelope No. 1

Sealed tenders are invited for "Providing and fixing wooden paneling with sound proofing in the chamber of PS to ADG (NIFT), 2nd floor, B-Block" at NIFT Campus, Hauz Khas, New Delhi, on behalf of the National Institute of Fashion Technology, from Registered Contractors of CPWD, MES or who have worked with PSU's/Govt/Pvt/MNC's, and who have carried out similar works on item rate basis as per the requirements and details as given below. The detailed schedule of quantities/ BOQ enclosed herewith.

The tenders shall be super scribed with "Providing and fixing wooden paneling with sound proofing in the chamber of PS to ADG (NIFT), 2nd floor, B-Block " at NIFT Campus (Delhi Centre), Hauz Khas, New Delhi to be submitted in the tender box at 2<sup>nd</sup> floor, B-Block, NIFT Campus, Hauz Khas, New Delhi by 3.00 P.M. on 21.02.2017 to be opened on the same day at 3.30 P.M. The tender shall be accompanied with Earnest Money of Rs.2000/- and Rs.500/- as a tender cost in the form of demand draft/pay order separately payable in favour of NIFT, New Delhi.

The site can be inspected from 9:30 A.M. to 5:00 P.M. during working hours on any working days. No extra amount shall be payable for non awareness of the site conditions and constraints. Tender can be download from the NIFT website -- [www.nift.ac.in](http://www.nift.ac.in).

NIFT reserves the right to accept or reject any tender without assigning any reason thereof.

**CONDITIONS :**

1. The rates/total amount shall include all tax / vat (as applicable), cost of labours & material for the work completed in all respects.
2. The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra amount shall be payable on this account.
3. Water and Electricity will be provided free of cost at one point for bonafide use only.
4. The agency must enclose copy of the PAN Card and PAN No. of the company/Proprietor and work experience certificate / work order for having executed such similar work. Tender of such agency not submitting the aforementioned documents with NIFT shall be rejected outrightly.
5. The payment shall be made on the submission of RA bill/ final bill as per actual measurements of work and after successful completion of work carried out by the tenderer.
6. Tender of any agency not adhering to the terms and conditions mentioned hereinabove shall be rejected outrightly.
7. Technically qualified bidder will be informed to be present at the time of opening of financial bid.

ESTIMATED COST OF WORK	: Rs.99,200/-
LAST DATE OF SUBMISSION OF TENDER	: 21.02.2017 (on 3:00 PM)
DATE OF OPENING OF TECHNICAL BID	: 21.02.2017 (after 3:30 PM)
EMD AMOUNT	: Rs. 2000/- (refundable)
TENDER COST	: Rs.500/- (Non refundable)

(In form of DD in favour of NIFT, New Delhi)

Proc. to PS to ADG  
 19-1-17

डिप्यार मेन्सजेट और टेक्नॉलॉजी का राष्ट्रीय संस्थान  
 Signature of Director with NIFT Technology  
 (An ISO 9001: 2008 certified institute)

*Signature*  
 Project Engineer (Bldg.)

## NOTICE INVITING TENDERS

Tender No. NIFT/PS to ADG/HO/Int. Work/2016

Invitation to Tenders for "Providing and fixing wooden paneling with sound proofing in the chamber of PS to ADG (NIFT) , 2nd floor, B-Block at NIFT Campus Hauz Khas, New Delhi.

### 1. Introduction

The National Institute of Fashion Technology (NIFT Campus Hauz Khas, New Delhi) invites sealed tender from the experienced contractors for **Providing and fixing wooden paneling with sound proofing in the chamber of PS to ADG (NIFT) , 2nd floor, B-Block at NIFT Campus Hauz Khas, New Delhi.**

### 2. Earnest Money Deposit (EMD):

The Bidder shall furnish EMD of Rs.2000/- (Rupees Two Thousand only) along with the tender in the form of demand draft 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. The tender not accompanied with requisite amount of EMD shall be rejected.

### 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 month 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. The contractor may also be debarred from participating in any future tender process of the Institute. If the contractor backs out from the tender for any reason, the EMD deposited by the contractor shall be forfeited. The contractor may also be debarred from participating in any future tender process of the institute.

## 5. Details of required Experience Certificates /Work orders:

5.1 The Applicant/Bidder is required to meet the following minimum experience:

A. Experience of having successfully completed similar work during the last 3 to 5 years from date of NIT, and should be either of the following.

A (1) Three similar completed works costing not less than 40% of tender estimated cost for each work.

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

A (3) One similar completed work costing not less than 80% of total tender estimated cost.

B Definition of "Similar Work" Experience in carrying out in only Fire Fighting System maintenance or new Fire Fighting works in Govt. organizations/ PJIC reputed private sector.

## 6. Submission of Tender:

The contractor shall submit the tender in the sealed envelope in the following manner:

**6 (A) Envelope No. 1** : Shall contain the **technical bid**, EMD and Tender Cost (separately) in the form of demand draft for Rs.2000/-and Rs.500/- (Amount in words Rupees Two Thousand only and Rupees five hundred only) in favour of (NIFT, New Delhi) along with documents in support of fulfilling the pre- qualification criteria (experience certificate etc.) and a copy of tender document duly signed and stamped by the bidder as a token of acceptance of terms & conditions and Bill of Quantities (BOQ without rates) of the tender ( Page No. 1 to 14), copy of three years ITR and a copy of PAN Card / PAN Number and as per and as mentioned at page no.-13-14.

**6(B) Envelope No. 2** : Shall contain the **Price Bid/ Financial Bid** only. Price shall be filled up by the bidder on the Price- Bid format (Page no.15) enclosed with the tender by NIFT, New Delhi. Price on any other format shall be rejected.

**6(C) Envelope No. 3** Both the sealed envelopes No. 1 & 2 shall be then put in bigger envelope no -3 duly addressed to the "Director (F&A)" and marked on top of tender for "**Providing and fixing wooden paneling with sound proofing in the chamber of PS to ADG (NIFT), 2nd floor, B-Block at NIFT Campus Hauz Khas, New Delhi.**

7. **Selection Criteria:** The work shall be awarded to L1 vendor on overall basis of Financial bids together i.e. on the basis of grand total of sound proofing work , wall painting and sun control film ( including all taxes / vat etc.) of all of Financial Bid (From Page no.15) . The determination of lowest bidder shall NOT be on individual rates of financial bids, rather it will be on an overall basis. (Grand total of item 1 to 4)

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

- A. Copy of Pan Card.
- B. Copy of three years ITR (AY-2013-14, 2014-15, 2015-16).
- C. EMD and Tender cost as required.
- D. Experience Certificates/ Works Orders as mentioned in Close no. 5.
- 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 14 with demand draft of EMD and tender cost should be kept in envelope no. 1 and closed the envelope properly.
- G. Final bid page no.15 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 all three envelopes properly.
- I. Please write the name of work such as "tender for "Misc. repair work in different department at NIFT Campus, Hauz Khas, New Delhi on each envelope
- J. The other terms and conditions shall be applicable as mentioned in NIT.
- K. The tender of any agency without above shall be rejected outrightly.
- L. All tender documents/ papers should be signed by the contractor with rubber stamp and mobile no.
- M. Please write the name of agency clearly on each envelope.
- N. Copy of registration certificate of VAT/ TIN No./ Sales Tax No./ Service Tax No. should be enclosed.
- O. The date of Demand Draft (EMD & Tender cost) should not be before the date of publishing of NIT.

### **8. Time of Completion**

The work shall be completed within 30 days from the date of issue of work order.

### **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 (07days) of delay subject to maximum 10% of the total contract value shall be deducted 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, CPWD specification, and of good quality with reputed make in the industry and as per specification given in BOQ.

### **11. Payment**

Payment will be made after submission of each and every running bill or after the satisfactory completion & handing over of the entire work and bill submitted by the Contractor. Applicable taxes/ 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 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 shall 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.

### 14. Risks:

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

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

- (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.
- (v) 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.
- (vi) 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 / Bank Guarantee/ Demand Draft

1. Within 7 to 15 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 Nationalized) valid for 60 days beyond expiry of the Defect Liability Period in the format as per Annexure – A or in the form of demand Draft/ Pay Order in favour of NIFT New Delhi.
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- B. The contractor shall present the agreement on appropriate value of stamp paper for signature of NIFT New Delhi.

**17. Disputes:**

- 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 PE(Bldg.), 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 PE(Bldg.), 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 proceeding.

**18. Right to accept or reject the Tender:**

Project Engineer(Bldg.), NIFT reserves the right to accept or reject any or all the tenders without assigning any reason thereof.



**PROFORMA FOR PERFORMANCE BANK GUARANTEE**  
(on stamp paper of appropriate value from any Nationalized Bank)

To,

M/s National Institute of Fashion Technology,  
Hauz Khas,  
New Delhi.

Dear Sir,

In consideration of National Institute of Fashion Technology (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alias, of the NIFT's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .... (Rupees.....only).

2. We ..... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

Signature of contractor with rubber stamp



The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the full liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....

8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtained and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.



1. We .....the said Bank further hold that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Dated.....day of.....2017.

For and on behalf of Bank

Issued under seal



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

**AGREEMENT**

This agreement made the.....day of .....2017 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.....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): .....



