	<p><u>National Institute of Fashion Technology</u> (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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e-Tender for Pipeline Work at NIFT, Gandhinagar

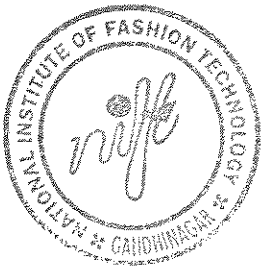
e-Tender Notice No. NIFT/Bldg./Pipeline/2018/7

Two Bid System

Date of Issue of e-Tender	:	11/09/2018
Last date of bid submission through e-Tender	:	03/10/2018 at 3.00pm
Date and Time of Opening of Technical Bid	:	03/10/2018 at 4.00pm
Date and Time of Opening of Price Bid		The date & time will be communicated later to the qualified tenderer in Technical bid.

Details of Tender Fee and EMD:

Details	Tender Fee	EMD
Amount	NIL	Rs. 20,000/- (Rupees Twenty Thousand only)
In favour of & payable at		NIFT, Gandhinagar ; Payable at Gandhinagar.
D.D. / Pay Order No. & Date		
Drawn on		




Manager

OSD

National Institute of Fashion Technology
Gh-0 Extension Road, Nr. Infocity,
Gandhinagar-382 007

Seal & Signature of Tenderer

	<p align="center">National Institute of Fashion Technology (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007 (Gujarat). Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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Name of Work: "Pipeline Work at NIFT, Gandhinagar"

INDEX

SR. NO.	DESCRIPTION	PAGE NO.
1.	E-Tender Notice	03-04
2.	Instruction for filling in Tender	05
3.	Qualification Criteria / Documents to be submitted	06
4.	General Condition	07-24
5.	Schedule 'F'	25-26
6.	Technical Specification	27
7.	Annexure 'A' TO 'E' Technical Bid	28-32
8.	Price bid	33-34



Seal & Signature of Tenderer

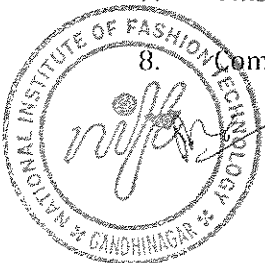
	<p align="center"> National Institute of Fashion Technology (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar </p>
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Name of Work : "Pipeline Work at NIFT, Gandhinagar."

e-TENDER NOTICE

1. Item rate tenders are invited from reputed firms of good standards in two bid systems for Pipeline Work at NIFT Gandhinagar. The interested firms should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, Scanned copies of DD of EMD etc. in support of their bids from **11/09/2018** to **03/10/2018** up to 03.00 pm by online mode. Tender document is available for viewing on NIFT website i.e. <https://nifttenders.eproc.in>.
2. Applications to this tender will be accepted only through the online mode through the website <https://nifttenders.eproc.in>. No other mode of application will be considered & application will not be accepted. However, original DDs of EMD must be submitted to:

**The OSD,
 National Institute of Fashion Technology,
 NIFT Campus, GH – 0 Road, Near Infocity,
 Gandhinagar – 382007 (Gujarat)**
3. For applying online, the Firm should get itself registered at <https://nifttenders.eproc.in> by paying following fee online:
 - Annual Registration Charges of Rs. 2,000/- + 360/- (GST @ 18%) = 2,360/- (Two thousand three hundred and sixty - non-refundable).
 - Bid Processing Fee charges of Rs. 600/- + 108/- (GST @ 18%) = 708/- (Seven hundred and eight only - non-refundable).
4. Due date for submission of bids through e-tender is **03/10/2018** upto 3.00 pm. Technical bids will be opened on same day at 4.00 pm. Institute reserves the right to award the work in part or in full or reject any or all tenders without assigning any reason.
5. Tender bid should be submitted through on-line mode. **However, Rs. 20,000/- (Rupees Twenty Thousand only in the form of Demand Draft/Pay Order drawn on scheduled bank in favor of "NIFT, Gandhinagar" payable at Gandhinagar to be submitted to NIFT Gandhinagar.** The Earnest Money Deposit will be refundable in case of non-acceptance of the tender. EMD of the successful tenderer will be forfeited in case of his refusal to honor the contract offer on any grounds.
6. NIFT does not bind themselves to accept the lowest or any of the tenders. No reason will be furnished for the acceptance or rejection of the tenders.
7. This Notice shall form a part of the Contract.
8. Completion period of **60 day**.



Seal & Signature of Tenderer

Sd/-
OSD

National Institute of Fashion Technology

(Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India)

Gh-0 Extension Road, Nr. Info city, Gandhinagar-382 007

Phone No. 079-23240832, 23240834. Fax No. 079-23240772

Website: <http://www.nift.ac.in/gandhinagar>



Seal & Signature of Tenderer

INSTRUCTIONS FOR FILLING IN TENDER

1. The tender shall be submitted in accordance with the procedure detailed herein.

Note:

It should be importantly noted that the contents of Technical Bid must not reveal rates of any items of the total tender amount quoted by the tenderer. If this condition is violated, the tender will be straight away rejected.

2. Please study the document carefully.
3. Please fill in the Schedule of quantities as follows : -
 - a) Fill in the "Rate" column legibly.
 - b) Fill in the "Amount" column legibly.
4. Signed and Stamped all pages of the Tender Document as a token of acceptance of the terms and conditions before uploading for online tendering.
5. Please pay EMD of **Rs: 20,000/- (Rupees Twenty thousand only)** amount along with the tender as per **Schedule 'F'**.
6. In case the tenderer requires any clarification, he may contact Engineer of National Institute of Fashion Technology, GH - 0, Extension Road, Opp. Infocity, Gandhinagar Gujarat.
7. Addenda / Corrigenda to the tender documents may be placed on the website to intimate prior to the date of submission of the tenders to clarify documents or to affect modification in the design or contract terms.
8. Each addenda / Corrigenda issued by the National Institute of Fashion Technology, Gandhinagar will be uploaded on website. Each recipient will retain one copy of each addendum / corrigendum for submission along with his tender and return one signed copy to NIFT as acknowledgement of receipt of the same. All addenda / corrigenda issued by the NIFT shall become part of tender documents. It will be responsibility of tenderer to check the updates on website regarding addendum / corrigendum from time to time.
9. Tenderer will have to provide GST paid certificate / challan, other govt. dues levies which are applicable for such type of the works without which NIFT will not pay final bill payment to the Agency / Tenderer.



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Qualification Criteria / Documents to be submitted

1. The registered company / firm or agency should have experience of similar work in the Institutional Building in Government / government undertaking or any other reputed firm (copy of work order to be enclosed).
2. Two similar works each of the value not less than Rs. 4 Lakh or one similar works value not less than Rs. 8 Lakh in the last three years ending last day of the month previous to the one in which the bids are invited. Similar works means civil & pipeline of institutional building / Govt. undertakings. The tenderer should submit copies of supporting records to prove the condition.
3. The tenderer should have minimum average annual turnover of Rs. 8 Lakh per year for the preceding three financial years.
4. The tenderer should have PAN/TAN number, GST registration.
5. The tenderer should not be blacklisted by any department of the central or state government or any PSU or any other Government organization. Declaration to this effect should be furnished in the Technical Bid **(Annexure-B)**.
6. The tenderer should be able to provide the repairing and servicing of supplied items after the expiry of the warranty period as specified in **Schedule-F**.
7. Any vagueness/incomplete details in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest on the part of the bidder to meet tender requirements.



GENERAL CONDITIONS

1. Tenderer will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion.
2. Tenderer will not give any item concerning details of the work to the press or a news disseminating agency without prior written approval from Director. Tenderer shall not take any pictures / photographs on site without written approval of Director.

DEFINITIONS:

3. The "CONTRACT" means the documents forming the tender and acceptance thereof any the formal agreement executed between NIFT and the Tenderer together with the documents referred to therein including these conditions, the specifications bills of quantities, designs, drawings and instructions issued from time to time by NIFT or any person authorized by the competent Authority, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
4. In the contract the following expressions shall unless the context otherwise required, have the meanings hereby respectively assigned to them.
 - (i) The expressions "Works" or "Work" shall unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to the executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (ii) The "Tenderer" shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firms or company and the permitted assigns of such individual or firm or firms or company.
 - (iii) The "Contract Sum" shall mean in case of item rate contracts, the cost of the works arrived at after extension of the quantities shown in the schedule of quantities by the items rates quoted by the Tenderer for the various items.
 - (iv) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - (v) "Expected risks" are risks due to riots (otherwise than among Tenderer's labours / employees) and civil commotions (in so far as both these are uninsurable), wars (whether declared or not), invasions, act of foreign enemies, Hostilities, Civil war, rebellion, insurrection military or usurped power, any act of Governments, damage from aircraft, acts of God such as earthquake, lighting and unprecedented floods, and other causes over which the Tenderer has no control and accepted as such by NIFT of the part of works in respect of which a certificate of completions has been issued.
 - (vi) "Market-Rate" shall be the rate as decided by NIFT on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits. This is applicable to Extra items (Ref. Clause no 27 C).
 - (vii) "Schedule" referred to in these conditions shall mean the relevant schedule (s) annexed to the Tender documents / papers issued by NIFT of the standard schedule of rates prescribed by NIFT and the amendments thereto issued from time to time.



Seal & Signature of Tenderer

- (viii) Engineer in charge/ duly authorized person by NIFT who will act on their behalf.
- (ix) The competent authority shall mean Director, National Institute of Fashion Technology, GII-0, Extension, Opp./ Infocity, Gandhinagar and will include duly authorized representative / officials or any other person empowered by NIFT in this behalf to discharge all or any of their functions.
5. Where the context so requires words imparting the singular only include the plural and vice versa.
6. Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or execution of work thereof of the Contract.
7. Foreclosure of Contract in full or in part due to Abandonment or Reduction in scope of work :

If at any time after acceptance of the Tender NIFT shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Director (authorized official) shall give notice in writing to the effect to the Tenderer and the Tenderer shall have no claim to any payment of compensations or other issues whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

8. TERMINATIONS OF CONTRACT FOR DEATH :

If the Tenderer is an individual or a proprietary concern and the individual or the proprietor dies and if the Tenderer is a partnership concern and one of the partner dies then unless the Competent Authority is satisfied that the legal representative of the individual Tenderer or of the proprietor of the concern and in the case of partnership, the running partners are capable of carrying out and completing the contract the Competent Authority shall be entitled to cancel the contract / terminate the contract as to liable for payment of any compensations to the estate of the deceased Tenderer and / or to the surviving partners of the Tenderer's firm on account of the cancellations of the contract. The decision of the Competent Authority that the legal representatives of the deceased Tenderer or the surviving partner of the Tenderer's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation NIFT shall not hold the estate of the deceased Tenderer and / or the surviving partners of the Tenderer's firm liable in damages for not completing the contract.

9. CANCELLATIONS OF CONTRACT IN FULL OR PART :

If the Tenderer

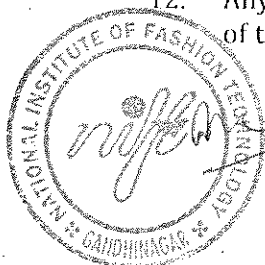
- a) At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the Engineer in Charge.
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is to be given to him in that behalf by the Engineer in Charge.

Fails to complete the works or items of works within individuals / particular date of completion on or before the date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Director.



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- d) Shall offer or give or agree to give to any person in NIFT service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or fore borne to do any act in relations to obtaining or execution of this or any other contract for NIFT.
 - e) Shall obtain a contract with NIFT as a result of running tendering or other non bonafide methods of competitive tendering or.
 - f) Shall obtain / enter into a contract with NIFT in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payments thereof have previously been disclosed in writing to the competent Authority / Director.
 - g) Being an individual or if a firm any partner thereof shall at any time being adjudged insolvent or have a receiving order or order for administration of liquidations or composition (other than a voluntary liquidations for the purpose of amalgamation or construction) under an insolvent act for the time being in force or make any conveyance in assignment of his effective or composition or arrangement for the benefit of his creditors or purpose so to, or if any applications be made under any Insolvency Act for the time being in force for the sequestration's of his estate or if a trust deed be executed by him for the benefit of his creditor or.
 - h) Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager or.
 - i) Shall suffer an execution being levied on his goods and allows it to be continued for a period of 21 days or.
 - j) Assigns, transfer, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign transfer or subject the entire works or any portion of the work without prior approval of the Competent Authority. The Competent Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the NIFT by written notice cancel the contract as a whole or only such items of work in default from the contract.
10. NIFT shall on such cancellation have power to :
- a) Take possession of the site and any materials etc., implements, stores etc.
 - b) Carry out the incomplete work by any means at the risk and cost of the Tenderer.
11. On cancellation of the contract in full or in part, the Engineer in Charge shall determine what amount if any, is recoverable from the Tenderer for completion of the works or part of the works or in case of the works or part of the works is not to be completed the loss or damage suffered by NIFT In determining the amount credit shall be given to the Tenderer for the value of Tenderer's materials taken over and incorporated in the work and use of tackle and machinery belonging to Tenderer.
12. Any excess expenditure incurred or to be incurred by NIFT in completing the works or part of the works or the excess loss or damages suffered or may be suffered by NIFT as aforesaid



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after allowing such credit shall be recovered from any money are not sufficient the Tenderer shall be called in writing to pay the same within 30 days.

13. If the Tenderer shall fail to pay the required sum within the aforesaid period of 30 days the Engineer in charge shall have the right to sell any or all of the Tenderer's unused materials, tools, implements etc., and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Tenderer under the contract and if thereafter there be any balance outstanding from the Tenderer it shall be recovered in accordance with the provisions of the contract.
14. Any sums in excess of the amounts due to the NIFT and unsold materials, tools, etc., shall be returned to the Tenderer, provided always that if the cost or anticipated cost of completion by NIFT of the work or part of the work is less than the amount which the Tenderer would have been paid and the completed the works or part of the works such benefit shall not accrue to the Tenderer.

TENDERS & RATES ETC.

15. The work to be carried out under the contract shall except as otherwise provided in these conditions include all labour, materials, tools, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given with specification shall unless otherwise stated be held to include waste on materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
16. The attached bill of quantities is our best estimate of the job.
17. All the quantities therein are approximate; payments will be made on the actual measurements / certified by the Engineer in Charge/ Authorized official.
18. NIFT will have the right to omit, alter, add or cancel any of the items of work shown in the schedule without assigning any reason whatsoever and no claim for compensation will be entertained for the same, NIFT is further at liberty to carry out any items of work departmentally or through any other Tenderer and no compensation will be paid to the main Tenderer on that account.
19. Before submitting the Tender, the Tenderer shall visit and examine the site situated at **NIFT, GH-0 Road, Near Infocity, Gandhinagar** and satisfy himself as to the nature of the existing building, classrooms and Labs etc. where he has to executed the Interior Works or other means of communications, the correct dimensions of the works to facilitate for procuring various materials and shall obtain generally his own information on all matters and conditions affecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed.

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.



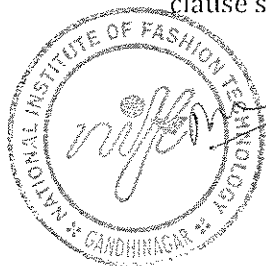
Seal & Signature of Tenderer

Further, L1 (lowest bidder) will be decided on the basis of quoted amount given by the bidder. However, least quoted amount will be the sum of price bids (grand total) quoted by the bidder.

20. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions and have been ordered in writing by Engineer in Charge.
21. Before filling the tender the, Tenderer should check all drawing and schedule of quantities and will get an immediate clarification from Engineer in Charge as required on items not clearly understood. Any claim for any loss or compensation will not be entertained on this account.
22. The rates quoted by the tenderer shall be for finished work measured at site and should include supply of all materials, wastage, labour, tools tackles, marking out and clearing of the site and liaison charges and which is not specifically mentioned here. The total amount/rate shall also be inclusive of GST, works contract tax and any other duties / taxes / cess levied by the Government or any other Concerned Authorities.
23. The rates quoted by the Tenderers should also include for providing all scaffolding, hoists, tackle and other plant, shuttering profiles and apparatus generally required for the proper execution of the work. The Tenderers shall provide without extra charges all labour and apparatus required by NIFT for testing and measuring the works and for weighing measuring, providing or testing the efficiency of any portion of the works and shall also at his own cost provide all planking gang ways, etc. necessary for affording access to every part of the works.
24. The rates quoted by the Tenderer should cover for necessary transport and loading/unloading of materials from place of availability to the site of works.
25. The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain incase of curtailment or change of specification for any item. Analysis for such rates will have to be furnished by the tenderer on demand, to satisfy NIFT about the reasonableness of the rates.

EXTRA ITEMS

26. The Engineer in Charge shall have power to make any alterations in, omission from, addition to or substitutions for the schedule of rates the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Tenderer shall be bound to carry out the such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by the Director, and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the Tenderer on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the Engineer in Charge for only such alternations, additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions. :-



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- a) If the rates for the additional, altered or substituted work are specified in the contract for the work, the Tenderer is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. The opinion of the Engineer in Charge, as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Tenderer.
- c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (a) & (b) above, then the Tenderer shall, within 7 days of the date of receipt of order to carry out the work, inform the Director (authorized official) of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, based on standard market rate analysis hand book published by NBO, and the Director shall determine the rates on the basis of the prevailing market rates of materials and labour plus 15% for overheads and Tenderer profit and pay the Tenderer accordingly. The opinion of Engineer in Charge as to current market rates of materials and labour involved will be final.
27. The Engineer in Charge shall issue instructions to the Tenderer in regard to what is to be done concerning on object reported by the Tenderer under the proceeding sub clause and such instruction may require to Tenderer to permit the examinations or removal by a third party. The Engineer in Charge may issue instructions to the Tenderer in regard to be removal and disposal of the same at the expenses of NIFT If in the opinion of the Director, the above activity has involved the Tenderer indirect loss of time the Director may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The Tenderer shall not be eligible to claim any financial compensation due to any delay caused in this account.
28. NIFT shall have the right to direct the Tenderer to purchase and use materials from any source for the proper execution of work.
- 29.
- i) Except if and to the extent otherwise provided by the contract, the provision of the General conditions of contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually, explanatory. Should there be any discrepancy inconsistency error or omission in the contract or any of them the matter may be referred to Engineer in Charge who shall give his decisions and issue to the Tenderer instructions directing in what manner the work is to be carried out. The decision of the Engineer in charge shall be final and conclusive and the Tenderer shall carry out work in accordance with this decision.
- ii) Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.
32. Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days from the date of opening of the tender. The tenderer shall not be entitled during the said period of 120 days, without the consent in writing of NIFT to revoke, or cancel his tender. In case of revoking or canceling his tender, varying any terms in regard whereof without the consent of NIFT in writing the tenderer shall forfeit earnest money paid by him along with the tender



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33. In case of discrepancies between schedules of quantities, the specifications and or the drawings thereof, the following order of preference shall be observed.

- i) Descriptions in Schedule of Quantities.
- ii) Particular specification and special conditions, if any.
- iii) Drawings :

In any case the most stringent of the above three shall apply. The decision of the Engineer in charge in this regard is final.

34. In case of varying or conflicting provisions made in any one document forming part of the Contract NIFT shall be the deciding authority with regard to the intentions of the documents.

35. Any error in descriptions, quantities or rates in schedule of quantities or any omissions there from shall not vitiate the contract or release the Tenderer from the execution of the whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.

PAYMENT TERMS, MEASUREMENT, DEFECTS LIABILITY

36.
 - a) 60 % for only delivery of material at site.
 - b) 25 % against completion of erection of material and related works.
 - c) 15% against complete the work & taking over of the same by the employer.
 - i) Part payment 70% will be made against running bills against 36 a) & b) within 10-15 working days from the date of receipt of certified bills by the disbursement section of NIFT at Gandhinagar. In case of final bill this payment period will be 35 days, after fulfillment of all documents regarding reconciliation of materials, guarantees, analysis of extra items if any (duly approved by the Director), statement for payments at reduced rates, statement for deductions for any other reason are submitted by the Tenderer and they are duly approved / accepted by NIFT.
 - ii) Income tax / cess / taxes / other / statutory levies if any shall be deducted from every running bills and final bill payment as applicable from time to time as per Government of India / State Government rules & regulations.
37. All running bills as well as final bills submitted in approved Performa shall be submitted to the NIFT by the tenderer for certification. All the bill copies shall be accompanied by measurement sheets and quantity calculation in support of the quantities contained in the bill with soft & hard copies.
38.
 - i) All the works in progress will be jointly measured by the NIFT's Engineer and the Tenderer progressively. Such measurements will be got recorded in the measurement sheet by the Engineer and signed in token of acceptance by the Tenderer or his authorized representative.
 - ii) For the purpose of taking joint measurements, the Tenderer's representative shall be bound to be present whenever required by the Engineer in charge. If, however, he absents for any reason, whatsoever, the measurements will be taken by Engineer in charge or his representative and these will be deemed to be correct and binding on the Tenderer.



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- iii) The Tenderer shall without extra charges provide assistance with every appliance, labour and other things necessary for measurement of work.

39. **METHODS OF MEASUREMENTS:**

Except where any general or detailed description of work in quantities expressly shows to the contrary schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure laid forth in specifications notwithstanding any provisions in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the specifications, measurements shall be taken in accordance with the relevant and latest standard method of measurement issued by the Bureau of Indian Standards.

40. The Tenderer shall guarantee the installation / work for a period of 12 months from the date of work completion. Any damage or defect that may arise or lie undiscovered at the time of issue of completion, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the Tenderer at his own expense as deemed necessary by NIFT or in default, NIFT may cause the same to be made good by other workmen and deduct expenses (of which the certificate of NIFT shall be final) from any sums that may be the or at any time thereafter, become due to the Tenderer or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

At any stage of contract, no request of bank guarantee against security deposited/performance guarantee will be accepted by NIFT. At the end of the defects liability period the Tenderer shall submit a written application for release of retention money. NIFT shall release the money only after ensuring that all the defects have been rectified by the Tenderer satisfactorily.

41. Any amount found due from the Tenderer to NIFT from time to time will be recovered currently from the running bills. Similarly if, at any time, should there evidence of any lien or claim for which NIFT might have become liable and which is chargeable to the Tenderer, NIFT shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify NIFT against such lien or claim and if such lien or claim remain unsettled after all payments are made, the Tenderer shall refund or pay to the owner all money that the latter may be compelled to pay in is charging such lien or claim including all costs reasonable expenses.
42. The Tenderer will be fully responsible for rectifying any defects brought to his notice by NIFT in writing as well as verbal within seven days of receipt of the intimation. In case the Tenderer fails to attend to defects as stipulated therein, NIFT reserves the right to complete the rectification through another agency of its choice and recover the cost of such repairs from the tenderers dues against running bills / final bill / retention money for this or any other job.
43. Earnest money, deposit amounting to **Rs: 20,000/- (Rupees Twenty thousand only)** in the form of Demand Draft/Pay Order drawn in favor of NIFT, Gandhinagar payable at Gandhinagar must accompany the tender addressed to the Director, National Institute of Fashion Technology, GH-0, Extension, Off. Infocity, Gandhinagar

LIABILITY FOR DAMAGE, DEFECTS AND RECTIFICATION THEREOF

44. If the tenderer or his workmen or employee shall injure or destroy any part of the building in which they may be working or any building road, fence etc., contiguous to the premises on



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which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the Tenderer shall upon receipt of a notice in writing in the behalf make the same good at his own expenses. If it shall appear to the Director or his representative at any time during the execution of re-execution or prior to expiration of defects liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Tenderer for execution of the work are unsound or of a quality inferior to that contract for, or otherwise not in accordance with the contract or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Tenderer shall upon receipt of a notice in writing in that behalf from the Engineer in charge forthwith rectify or remove or reconstruct the work so specified in whole or in part as the case may require or as the case may be and / or remove the materials or articles so specified and provide other proper and suitable material or article at his own charge and cost..

45. At his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to specified by the Director may rectify or remove and re execute the work and / or remove and replace with other, materials or articles complained of, as the case may be by either means at the risk and expense of the Tenderer.
46. In case of repairs and maintenance works, splashes and droppings from white washing, painting etc., shall be removed and surface cleared simultaneously with completing of these items of wok in individual rooms, quarters or premises etc., where the work is done without waiting for completion of all other items of work in the contract. In case the Tenderer fails to comply with the requirement of this condition the Engineer in Charge shall have the right to get the work done by other means at the cost of the Tenderer. Before taking such action, however, the Engineer in Charge shall give three days' notice in writing to the Tenderer. Any payment of the tenderer will not be released till the rectification of damaged item/property of NIFT.

47. **OVER PAYMENTS AND UNDER PAYMENTS :**

Wherever any claim for the payment of a sum of money to NIFT out of or under this contract against the Tenderer the same may be deducted by NIFT from retention money / Security deposit or any sum then due or which at any time thereafter may become due to the Tenderer under this contract and failing that under any other contract with NIFT or from any other sums due to the Tenderer from NIFT which may be available with NIFT he shall pay within ten days the claim in cash / Demand Draft/Pay Order on demand.

48. NIFT reserves the right to carry out post payment audit and technical examinations of the Running / final bill including all supporting vouchers, abstracts etc. NIFT further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of disputes before an arbitrator appointed under condition of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
49. If as a result of such audit and / or technical examinations any overpayments is discovered in respect of any work done by the Tenderer or alleged to have been done by him under the contract it shall be recovered by NIFT from the Tenderer by any of all methods or made of recovery as prescribed above or if any under payment is discovered, the amount shall be duly paid to the Tenderer by NIFT.



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COMPLETION PERIOD AND PENALTY CLAUSE

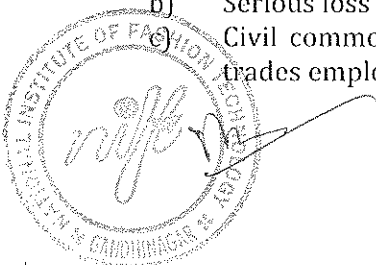
50. The tenderer shall commence work within 10 days from the date of intimation by NIFT to start the work. The formal work order will be typed and mailed in due course after the letter of intent. The Tenderer will be required to submit the security Deposit as specified in **Schedule-F** within 7 days from the date of receipt of LOI / Work Order, if it has not been done earlier.
51. Completion period for the entire work contained in the tender and such of the extra items, if any, which form an integral part of the contract, contained in the tender is **60 days** from the date of commencement of work at site as specified in above. The time limit specified herein will be strictly adhered to and will form the essence of the Contract. In case of delay in completion of job beyond the stipulated time penalty would be levied @ Rs. 500/- (Rupees five Hundred only) per day for each extra day taken by Tenderer i.e. more than scheduled time / period, subject to maximum of 10% of the actual cost of project.
52. NIFT shall have the right to terminate the contract ex-party if progress of the work is found to be unsatisfactory and there are no efforts from the Tenderer's side to make up for the delays if any.

Tile on tile COMPLETION CERTIFICATE

53. The work shall be considered "Virtually Complete" only after the Tenderer submits to NIFT the following documents obtained by him.
54. As soon as the work is completed the Tenderer shall give hand over the work to NIFT.
- a) The date of completion.
b) Defects to be rectified by the Tenderer and / or.

When the separate periods of completion have been specified for items or groups of items, NIFT shall consider separate completion for such item or group of items.

55. The whole of the work including all extra and additional items if any and when ordered are to be completed in the time stated in the contract and the Tenderer will be required if necessary to work over time to stick to NIFT requirements to complete all the works by the stipulated date. No extra claim for extension of completion period will be allowed on account of this factor.
56. In case of delay of over 10 weeks in completion of the work beyond a stipulated completion date, NIFT reserves the right to terminate the contract and get all the jobs completed through another agency of its choice. Any extra expenditure that NIFT will have to incur for completion of the balance jobs through another agency on account of higher rates quoted by the agency will be recovered from the Tenderer's Security Deposit, Retention Money and pending bills.
57. **Extension of completion period**
If the work is delayed by
- a) Force Majure or
b) Serious loss or damage by fire or
c) Civil commotions, local combinations of workmen, strikes or lockout affecting any of the trades employed on the work, or



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- d) Delay on the part of other Tenderers or tradesman engaged by NIFT in executing work not forming part of contract.
- e) Non – availability of stores, which are the responsibility of NIFT to supply.
- f) Non-availability or break – down of tools and plant to be supplied or supplied by NIFT.

Request for extension of time to be eligible for considerations, shall be made by the Tenderer in writing within fourteen days of the happening of the event causing delay. The Tenderer may also if practicable, indicate in such a request the period for which extension is desired.

In any such case NIFT may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Tenderer by NIFT in writing within one month of, the date of receipt of such request by NIFT.

SITE FACILITIES

58. NUISANCE

The Tenderer shall not at any time do cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the site of work.

- 59. The Tenderer shall all times give access to the staff of statutory bodies as well as other agencies associated with the project and shall provide them all facilities like scaffolding, water, lighting etc. at site for discharging their duties.

60.

- (i) The Tenderer shall provide at his cost all temporary lighting arrangement required for the works and to enable tenderers and sub-tenderers to complete the works in the specified time including that for the workmen of any sub – Tenderers or special tradesmen.
- (ii) NIFT shall provide Electricity power at one point. The necessary all electrification, wiring, lighting arrangement shall be made available by the tenderer and for which tenderer shall not be paid any charges for the same.

61. WATCHING AND LIGHTING :

Tenderer shall provide and maintain at his own expense all lights, guards, fencing and watching when and wherever necessary or required by the NIFT for the protection of the works or for the safety and convenience of those employed on the works or the public.

EQUIPMENT & STAFF ASSISTANCE FROM THE TENDERER

- 62. The Tenderer shall provide all necessary instruments such as levels, plumb bobs, steel and metallic tapes etc. for due performance of their contract as instructed by NIFT. The Engineer in charge will use any or all measurement instruments or tools belonging to the Tenderer as and when he chooses for checking the complete works as well as the work in progress.
- 63. All scaffolding and ladders that may be necessary for taking measurement at site will be provided by the Tenderer.
- 64. The Tenderer shall provide the following minimum equipment and machinery in good working condition at site during the entire period of execution of work as and when required.



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- a) In case any additional working hours required by tenderer beyond the normal working hours he has to obtain prior written approval of the Engineer in charge.

EXECUTION

Admission to Site :

65. The Tenderer shall have no right to put up the material or equipment for storage at any place for the work under the contract
66. The Tenderer shall provide if necessary or if required on the site all temporary access thereof and shall alter adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer in Charge and made good all damages done to the site. The Tenderer shall note that the final bill will not be certified for the payment till the action as above is completed by the Tenderer to the entire satisfaction of the Engineer in Charge.
67. Neither party shall be liable to the other for any loss or damages occasioned by or arising out of acts of God, such as unprecedented flood, earthquake. The contractor shall be responsible if any damage occur due to for poor workmanship of inferior quality material used in construction.
68. All the work shall be carried out as per detailed drawings and instructions of the Engineer in charge given from time to time.
69. All drawings, tracings, photo prints and writings (except letter) shall be the sole property of NIFT and must be returned to them on completion of the works.
70. The contractor will keep all drawings & specification handy during the execution of the work on the site.
71. During the execution of the work, Tenderer must check his work with the drawings. The Tenderer shall be responsible for all the errors in this connection and shall have to rectify all defects and / or error at his own cost, failing which NIFT reserves the right to get the same rectified at the risk and cost of the Tenderer.
72. The Contractor should verify all measurements given in the requirements at the site before commencing the work. Any difference should be clarified with the NIFT before commencing the work.

MATERIAL TO BE PROVIDED BY THE TENDERER.

73. The Tenderer shall at his own expense and without delay supply to the Engineer in charge. samples of materials proposed to be used in the work. The Engineer in charge shall within 5 days of supply of samples or within such period as he may require intimate to the Tenderer in writing and inform the Tenderer whether samples are approved by him or not. If the samples are not approved, the Tenderer shall forthwith arrange to supply to the Engineer in charge for his approval fresh samples complying with the specification laid down in the contract. A set of all approved samples shall be maintained at site under lock & key by the Engineer in charge.

The Engineer in charge shall have full power to require removal of any or all the materials brought to the site by the tenderer which are not in accordance with the contract specifications or do not confirm in character or quality to sample approved by him. In case of

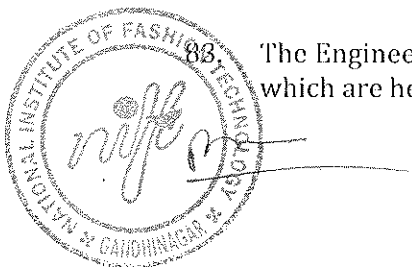


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default on the part of the Tenderer in removing rejected materials, the Engineer In charge shall be at liberty to have them removed by other means. Engineer In charge shall have full power to procure other proper materials and in the event of the tenderer refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon / incurred upon such removal and / or substitution shall be borne by the Tenderer.

75. The Engineer in charge shall be entitled to have tests carried out as required in the contract for any materials supplied by the Tenderer, other than those for which as stated above, satisfactory proof has already been furnished, at the cost of the Tenderer and the Tenderer shall provide at his expense all facilities which the Engineer in charge require for the purpose. If no tests are specified in the contract and such tests are required for the purpose and the charges for these tests shall be borne by the Tenderer only. The cost of materials consumed in the test shall be borne by the Tenderer in all cases except when otherwise provided.
76. Representative of NIFT connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the work, either on the site or at factory or workshop or at other place (s) manufactured or at any places where these are laying or from which these are being obtained and the Tenderer shall give such facilities as may be required for such inspection and examination.
77. **LABOUR**
The Tenderer shall employ labour in sufficient number either directly or through sub – Tenderers when such subletting is permitted to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer in – charge. The tenderer shall not employ in connection with the works any person who has not completed his Eighteenth year of age.
78. In case of any class of work for which there is no such specification supplied by NIFT as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Director.
79. The Tenderer shall on the written request of Engineer in charge officials immediately dismiss from the works any person employed by him therein who may in the opinion of NIFT be incompetent or misconduct himself and such person shall not again be employed on the works without the written permission of Engineer in charge.
80. The Tenderer shall depute a supervisor who will be responsible to act as per instruction of Engineer in charge during all working hours and shall supervise the executions of works.
81. The Engineer – in charge shall communicate or confirm his instructions to the tenderer in respect of the executions of work in a “work site order book” maintained at site.
82. The Tenderer shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together, whether the same may or may not be particularly shown on the drawings, or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from. Figured dimensions and all dimensions and particulars to be taken from the actual work.

The Engineer in charge may from time to time issue further drawings or written instructions which are hereafter collectively referred to as ‘Engineer’s Instructions’ in regard to:



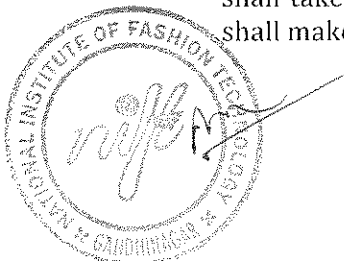
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- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specifications.
- c) The removal from the site of any materials brought thereon by the tenderer and the substitution of any material there for.
- d) The removal or re-execution or both of any works executed by the tenderer.
- e) The dismissal from the works of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects of works improperly carried out.

84. **INSPECTIONS AND APPROVALS :**

All works embracing more than one process shall be subject to examinations and approval at each stage thereof and the Tenderer shall give due notice to the Engineer in charge shall be entitled to appraise the quality and extended thereof.

85. The duties of the Engineer in charge are to watch and supervise the progress of works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by NIFT or to make any variations in the works except when authorized by the Director.
86. If the Tenderer shall be dissatisfied with any decisions of the engineer in charge, he shall be entitled to refer the matter to the Director who shall thereupon confirm, reverse or vary such decisions.
 - a. The whole of the materials (except where otherwise described), stores and equipment required for the faithful performance of the contract must be provided through normal trade channel and must include for sales Tax, Octroi, GST, VAT, CST, and Duties and other charges and must be the best of their kind available at the time and the Tenderer must be responsible for the proper and efficient carrying out of the work. The work must be done in best and most workmanlike manner. Samples of all materials to be used must be submitted to the Engineer in charge on the site for approval prior to procurement. The Tenderer shall furnish to the Director for approval when requested or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials finished and applied in actual work shall be fully equal to the approved samples. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
87. Should the work be suspended by reason of rain, strike, lockouts or other cause the Tenderer shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.



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88. The tenderer shall protect joinery and make good all damages to the same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the Engineer in charge at the time of completion.

STATUTORY

89. The Tenderer will be fully responsible for complying with all relevant provisions of the Tenderer Labour Act and shall pay rates of Wages and observe hours of work / conditions of employment according to the rules in force from time to time.
90. The Tenderer shall comply Government laws and provisions as per applicable Government laws. Any amendments / modifications thereof or any other law relating thereto and rules made thereunder from time to time. Engineer in charge shall on a report having being made by an inspecting office as defined in the contract labour regulations have the power to deduct from the money due to the Tenderer any sum required or estimated to be required for making good the loss suffered by a worker (s) by reasons of non – fulfillment of conditions of contract for the benefit of workers non – payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non observance of the said Tenderer's labour Regulation.
91. The Tenderer shall pay to labour employed by him, and in the case of his giving any part of the work on sub – contract, he shall ensure and be responsible to see that the sub – Tenderer pays to labour employed by such Tenderer, wages not less than wage or remuneration as prescribed by govt. from time to time in accordance with rules regulation and orders in the contract labour (Regulations and Abolition Act) and in related the Rules, Regulations and orders.
92. The Tenderer shall indemnify the NIFT against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub - Tenderer.
93. **SAFETY CODE :**

The Tenderer shall at his own expenses arrange for the Safety provisions as amended to these conditions or as required by the Engineer in charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the Tenderer fails to make arrangements and provide necessary facilities as aforesaid, the Engineer in charge shall be entitled to do so and recover the cost thereof from the Tenderer.

Safety precaution to be taken in all respects (till completion of works) including for all concern human being. The tenderer shall be responsible for any damage or loss of part / limb or death human being.

94. From the commencement to the completion of the works, the tenderer shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever (save except the Expected Risks as defined in) repair at his (Tenderer's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and NIFT instructions. In the event of any such



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damage, loss or injury happening from any of the Expected Risks the Tenderer shall if any to the extent required by NIFT repair and make good the same as aforesaid at the cost of NIFT.

INSURANCES

95. The Insurance for the following will be covered and paid for by the Tenderer, and Tenderer shall indemnify the NIFT and hold the NIFT harmless in respect of all and any expenses arising from any such injury and / or damages in respect of :
- a. Workmen's Compensation and Risk of Accidents to Tenderer's own employees.
 - b. Tenderers all risk Insurance to cover the total cost of project with third party coverage for total value of Rs. 2,00,000/- with value per accident not exceeding Rs. 50,000/- to cover NIFT and Tenderer.
96. If the Tenderer and / or his sub Tenderer fails to effect and keep in force the Insurance referred to above or else where in the contract or any other insurance which he may be required to effect and keep in force, NIFT reserves the right to keep in force and such insurances and pay such premium or premia as may be necessary for the purpose and from time to time deduct the amount so paid by NIFT as aforesaid from any moneys due or which becomes due to the Tenderer or recover the same as a debt from the Tenderer.
97. The aforesaid insurance policy / policies shall not be canceled till the Engineer in charge has agreed to their cancellation.
98. The tenderer shall prove to the Engineer in charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
99. The tenderer shall ensure that similar insurance policies are taken out by his sub – Tenderer (if any) and shall be responsible for any claims of losses to NIFT resulting from their failure to obtain adequate insurance protections in connection thereof. The Tenderer shall produce or cause to be produced by his sub – Tenderer (if – any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer in charge.

ARBITRATION

102. All disputes or differences of any kind whatsoever which shall at any time arise the parties hereto touching them or concerning the work or execution or maintenance thereof this Contract or the construction operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of this contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract or the other of them and to the Appointing Authority who shall be appointed for this purpose by the NIFT, be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the Tenderer, a panel of the three names of persons who shall be presently unconnected with the organization for which the work is executed.



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The Tenderer shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by his the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator, if the Tenderer fails to communicate such selections as provided above within the period specified, the appointing authority shall made the selection and appoint the selected person as the sole Arbitrator.

If the appointing Authority fails to send the Tenderer the panel of three names as aforesaid within the period specified, the Tenderer shall send the Appointing Authority a panel of three names of persons who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as a sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt by him of the panel and inform the Tenderer accordingly, the Tenderer shall be entitled to appoint one of the person from the panel as a sole arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however continue during the Arbitration proceeding and no payment due or payable to the Tenderer shall be withheld notice on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the Award.

The Arbitrator shall give a separate award in respect of each dispute in accordance with the terms of the Contract and give a reasonable award.

It is also a term of the Contract that if Tenderer (s) do/does not make any demand for arbitration in respect from the Clients that the bill after due verification is passed for payment of a lesser amount, or otherwise, the arbitration shall be deemed to have been forfeited and Client shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause such notice is deemed to have been received by the Tenderer(s) within 2 days of posting of the letter by Clients or when delivered by hand immediately after receipt thereof by the Tenderer(s), whichever is earlier. Further, a letter signed by the officials of Clients that the letter was so posted to the Tenderer(s) shall be conclusive.

The Fees, if any of the Arbitrator shall, if required be paid before the award, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix of settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.



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Subject to a fore said, the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification of re-enactment there of and the rules made there under, and for the time being in force, shall apply to the Arbitration proceeding under this Clause.

SPECIAL CONDITIONS OF CONTRACT

103. The partners or Directors of the tenderer shall meet the officers of NIFT or its consultants at the site of works or at their respective offices whenever requested to do so.
- 104.
- a. Tenderer shall be represented at site at all times during the tenure of the contract by responsible and qualified supervisor approved by NIFT. They shall be in constant attendance upon all activities of the work. Tenderers staff shall comprise of at least the following to be permanently on site for the entire duration of the project.
 - b. Cost of recovery against materials, utilities or services supplied or arranged for by NIFT shall be made by deducting the respective amount from the running as well as final bills.
 - c. Although Schedule of Probable Quantities & Rates has been divided into various sub - section, the rates quoted for a particular item of work in one sub - section shall be made applicable to similar item of work in any other sub - section if that item is not listed in the Schedule of that other sub - section.
 - d. This project is subjected to inspection by various audit / vigilance agencies of Government of India / NIFT if any inspection of works is carried out by such agencies Tenderer shall extend his full co-operation to these agencies in examining records, works etc. on inspection by such agencies, any and in their inspection report, if it is pointed out that tenderer has not carried out work according to guideline laid down in this tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from Tenderer's R. A. Bills / Final Bill. The items under dispute shall not be paid in full till inspection agency gives their no objection report.
 - e. This work being prestigious for NIFT, quality of materials & workmanship are expected from the Tenderer of very high standard.
 - f. The successful tenderer is bound to carry out any item of work up to any deviation in quantities, for the completion of the job.
 - g. The Tenderer will be responsible for theft or damaged of his material, NIFT will not compensate it by any means.
 - h. The Tenderer has to purchase the materials from the authorized dealer of brand as mentioned in approved items list, if NIFT desired.
 - i. The Tenderer must provide the bills/invoices of material used in items executed in NIFT the must purchase the materials from the authorized dealer of brand as mentioned in approved items list.



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Schedule – F

1. Earnest Money Deposit : Rs. 20,000/- (Rupees Twenty thousand only)
2. Initial Security Deposit : 5% of the total tendered amount/Work order
3. Defects liability period : 12 months from the date of issue of virtual completion and handing over the completed work to NIFT.
4. Period of commencement : 10 days from the date of receipt of work order or intimation by NIFT to start the work.
5. Duration of completion of work : 60 days
6. Liquidated damages at the rate : Rs. 500/- per day. Owner may get the work done at tenderer's risk and cost i.e. beyond delay of 10 weeks. This will be recovered from any amount of tenderer lying with NIFT.
7. Retention money : a) 5% retention money to be kept from every running bill - to be released after one year of completion of work.
b) Security deposit & Retention money to be released on expiry of the defects liability period.
8. Terms of rate : The rates shall be at site of work and Should be inclusive of all taxes, works contract tax etc.
9. Period of validity of tender : 120 days from the last date for opening of tender.
10. Period for honouring interim bill : Bill certified by NIFT's Engineer shall be paid with 10-15 days.
11. Period for honouring final certificate : 40 working days
12. Validity of rates after award of work : The rates shall be firm for period of 180 days from the date of award of work or till completion of work whichever is later. "NO ESCALATION IN PRICES WILL BE ALLOWED".
13. Minimum value of work of R. A bill : Rs. 3.00 lakhs
14. Income tax return : The tenderers to submit the latest Income tax return along with the tender.



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15. Damage for non-completion :

If the Tenderer fails to complete the works by the date specified in the conditions or within any extended time fixed, the Tenderer shall pay to NIFT a sum calculated at the rate stated in the special conditions as agreed liquidated damages for the period during which the said work shall so remain or have remained incomplete. The client may deduct such damages from any money including SD, PG and outstanding bills amount that is otherwise payable to the Tenderer, under this contract.

16. Extra Items

All authorized extra items where rates cannot be derived from tender, the tenderer shall submit rates, supported by rate analysis worked on the 'actual cost basis' plus 15% towards establishment charges, Tenderer's overhead and profit & works contract tax etc. But decision of NIFT shall be final and binding to contractor regarding payment of that item

17. Deviation in Quantities :

There is no variation limit in tender quantity in plus or minus, Tenderer is supposed to execute the same at quoted rates.



Technical Specifications

The work shall be executed as per technical specifications of all items as per central Government standard.

LIST OF APPROVED BRANDS OF MATERIALS:

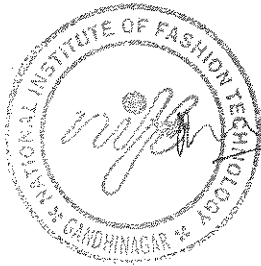
GI pipe B- Class: Jindal, Asian, Tata or equivalent make

GI Pipe fittings: Unik


Valve:

Bitumastic Paint: Berger

All other material shall be used of ISI mark or Standard brand as approved by NIFT Engineer.



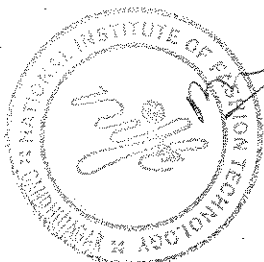
Seal & Signature of Tenderer

	<p><u>National Institute of Fashion Technology</u> (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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TECHNICAL BID**ANNEXURE 'A'****B. Brief Description of the Firm:**

01	Name of Tendering Company/ Firm			
02	Name of Owner/Partners/Directors			
03	Full Particulars of Office			
04	Complete Address			
A	Telephone No.			
b	Fax No.			
c	E-mail Address			
05	Registration Details			
a	Firm/Company Registration			
b	PAN/TAN			
c	GST			
06	Turnover of the Tenderer during last three year 2015 - 2016 2016- 2017 2017- 2018			

- ❖ Scanned copy of Experience, Abstract of Proof & Enclosures as per Technical bid must be submitted in e-tendering to qualify, compulsorily, duly attested by tenderer.
- ❖ Tender not accompanied with above information & documents in support of the same may be summarily rejected, which may be noted.

**(Sign & Seal of Company)**

Seal & Signature of Tenderer



National Institute of Fashion Technology
(Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India)
Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007.
Phone No. 079-23240832, 23240834 Fax No. 079-23240772
Website : <http://www.nift.ac.in/gandhinagar>

TECHNICAL BID

ANNEXURE 'B'

DECLARATION

I/We having our office at declare that I/we have never been blacklisted by any State Government/Central Government or any State/Central PSU.

Signature

Name

Designation

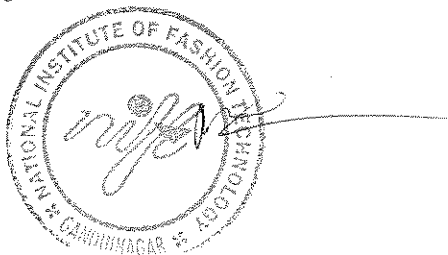
Name of the Agency

Address of the tenderer


Seal of tenderer

Date

Place



Seal & Signature of Tenderer

	<p>National Institute of Fashion Technology (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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TECHNICAL BID**ANNEXURE 'C'****EARNEST MONEY DEPOSIT PAYMENT DETAIL**

- I. Number of Demand Drafts/Pay Order enclosed:
 II. Demand Draft/Pay Order particulars

S. No.	D.D. No.	Date	Name of the Bank and Place	Amount in Rs.
1.				
2.				

I/We, hereby declare that the particulars furnished by me/us in this offer are true to the best of my/our knowledge and I/We understand and accept that, if at any stage the information furnished by me/us are found to be incorrect or false, I/We am/are liable for disqualification from this tender and also liable for any penal action that may arise due to the above, besides being black listed.

Signature :

Name :

Designation :

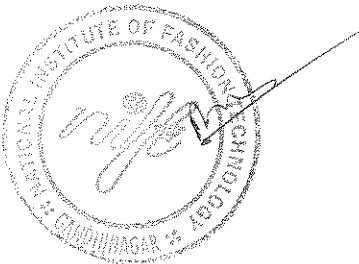
Name of the Agency:

Address of the Tenderer:


Seal of Tenderer

Date:

Place:



Seal & Signature of Tenderer

	<p align="center">National Institute of Fashion Technology (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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TECHNICAL BID

ANNEXURE 'D'

UNDERTAKING FOR WARRANTY/GUARANTEE AND FREE SERVICE

I/We hereby accept to provide warranty/guarantee and Free Service for a period of minimum one year from the date of installation of the items.

Signature

Name

Designation

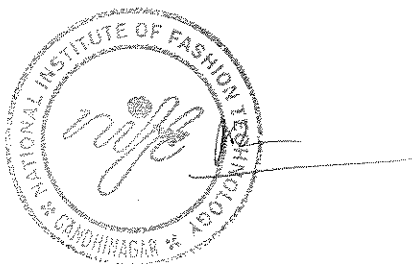
Name of the Agency

Address of the tenderer


Seal of tenderer :

Date :

Place :



Seal & Signature of Tenderer

	<p align="center">National Institute of Fashion Technology (Statutory Institute under NIFT Act 2006, Ministry of Textiles, Govt. of India) Gh-0 Extension Road, Nr. Infocity, Gandhinagar-382 007. Phone No. 079-23240832, 23240834 Fax No. 079-23240772 Website : http://www.nift.ac.in/gandhinagar</p>
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PRICE BID**ANNEXURE 'E'****UNDERTAKING BY THE TENDERER**

I/We have carefully gone through the various terms and conditions listed in different sections including Annexure and all other conditions mentioned elsewhere in the tender document for pipeline works at NIFT, Gandhinagar. I/We agree to all these conditions and offer to provide pipeline works at NIFT. I/We are making this offer after carefully reading the conditions and understanding the same and without any kind of pressure or influence from any source whatsoever. I/We have inspected the Institute premises and have acquainted ourselves with the tasks including quantum of work required to be carried out, before making this offer. We hereby sign this undertaking in token of our acceptance of various conditions listed in the tender document.

I hereby undertake that the information provided above and elsewhere in the tender is true and the tender is liable to rejection if the same is found to be false or the information is found to have been suppressed by me.

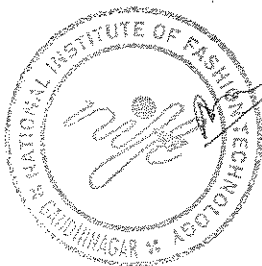
Place

Signature of Tenderer

Date

Address : _____

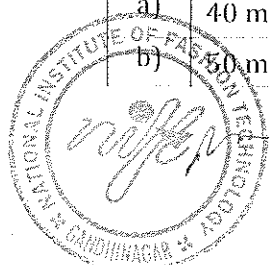
Seal of the Agency



Seal & Signature of Tenderer

Price – Bid**Pipeline Work at NIFT, Gandhinagar**

Sr. No.	Description of Work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1.	Providing and fixing G.I. pipes by cutting, threading etc. complete with G.I. fittings such as tee, elbow, socket, reducer, stopper, nipple as required including trenching and refilling. Rate shall be inclusive of civil work.				
a)	40 mm dia Nominal bore	5.00			
b)	50 mm dia Nominal bore	650.00			
c)	65 mm dia Nominal bore	5.00			
d)	80 mm dia Nominal bore	5.00			
2.	Providing and fixing G.I. pipes by cutting, threading etc. complete with G.I. fittings such as tee, elbow, socket, reducer, stopper, nipple as required and clamping on every 4 feet on wall by drilling & screwing. Rate shall be inclusive of civil work.				
a)	40 mm dia Nominal bore	5.00			
b)	50 mm dia Nominal bore	120.00			
c)	65 mm dia Nominal bore	5.00			
d)	80 mm dia Nominal bore	5.00			
3	Painting G.I. pipes and fittings with two coats of anti-corrosive bitumastic paint of approved quality 50-100 mm outer dia	800			
4.	Making connection of GI distribution branch with G.I. main by disconnection with old pipeline and fixing of stopper over it complete:				
a)	25 to 40 mm nominal bore	3			
b)	50 to 80 mm nominal bore	7			
5.	Providing and fixing of GI tee 50 x 25mm NB (extra) with stopper in pipeline as directed by NIFT Engineer	35			
6.	Providing and fixing gun metal gate valve with C.I. wheel (screwed end) of approved quality				
a)	40 mm dia Nominal bore	1			
b)	50 mm dia Nominal bore	6			



Seal & Signature of Tenderer

c)	65 mm dia Nominal bore	1		
d)	80 mm dia Nominal bore	2		
7.	Providing and fixing of GI Union in pipeline			
a)	40 mm dia Nominal bore	2		
b)	50 mm dia Nominal bore	9		
c)	65 mm dia Nominal bore	2		
d)	80 mm dia Nominal bore	2		
Total				
GST @ ____ %				
Grand Total				

Amount in Words:



Seal & Signature of Tenderer