# NATIONAL INSTITUTE OF FASHION TECHNOLOGY

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

# E-Tender No. 06/NIFT Project/VisioNxt/hiring of Interior Designer-Agency/2020-21

# **E-TENDER DOCUMENT**

FOR

# HIRING OF INTERIOR DESIGNER/AGENCY FOR VISIONXT AT NIFT- HEAD OFFICE

**Time Schedule for Tender Process:** 

Date & Time of Publication of Tender notification	25 <sup>th</sup> May 2021
on official website / e-portal	
Download of Tender Document Commence from	25 <sup>th</sup> May 2021 05.00 P.M.
Last Date & Time of submission of e-Tender	15 <sup>th</sup> June 2021, 03.00 P.M.
Document	
Date & Time of the Opening of E-Technical Bids	16 <sup>th</sup> June 2021, 03:00 P.M.
Date & Time of Opening of Financial Bids	Will be notified to the technically qualified
	Bidders

Note: This tender document contains 20 pages (Total no. of pages including Annexures) and bidders are requested to submit the signed / scanned all the pages.

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# Sub: <u>Notice Inviting Tender for hiring the Interior Designer/Agency For Visionxt At</u> <u>NIFT- Head Office</u>

# 1. INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Design Management Technology.

VisioNxt: A project with national importance taken by NIFT under the R&D scheme of the Ministry of Textiles, Govt. of India. The project intends to create a forecasting system to develop AI and ML enabled indigenous forecast intending to cater the need of Indian fashion & retail industry, keeping the unique plurality of the country in consideration.

The VisioNxt project pursues its disruptive new vision to create first fashion trend insight and forecasting lab for India at NIFT. The objective of the project is to create an indigenous forecasting system to fill the need gap of Indian fashion and retail industry retaining India's unique plurality. First creative Lab is setting up in the NIFT, Delhi Campus.

# 2. <u>NOTICE INVITING E- TENDER:</u>

<u>E-Tenders are invited from eligible reputed interior designer/s/ Firms / Agencies / for setting up the creative lab at NIFT, Head Office, New Delhi</u>

# 3. PROCESS OF ONLINE REGISTRATION & SUBMISSION OF BIDS:

a) Interested bidders should apply online and submit their tender and the bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids – all duly signed – on the <u>https://eprocure.gov.in/eprocure/app</u>. Tender document is also available for viewing on the "tenders" link of the NIFT website i.e. <u>https://eprocure.gov.in/eprocure.gov.in/eprocure/app/ http://www.nift.ac.in.</u>

- b) Applications to this tender will be accepted only through the online mode through <u>https://eprocure.gov.in/</u> No other mode of application will be considered & the application will not be accepted.
- c) For applying online, the firm should get itself registered at <u>https://eprocure.gov.in/</u>.

Please note that:

- i) The bidder needs to mention his Company Name, Address, User ID to register.
- d) The basic requirements for registration and applying for tender online are as under:
  - > Operating System should be at least windows 7.
  - ➢ Java version : Java 8 update 25.
  - ▶ Use Internet Explorer 8 and above.
  - > All java add-ons must be enabled in the system.
  - > Always use Class II Digital Signature Certificates (DSC) having Signing.
- e) The bidder should ensure that it complies with the above requirements before applying for etender on or before 15<sup>th</sup> June 2021, 3.00 PM.
- f) The Bid Securing Declaration Form is attached at Annexure III.
- g) On line submission of technical bid contained in prescribed Performa as per Annexure I (Technical Bid) with all relevant documents. Online financial bid may be submitted/filled separately as per Annexure – II (Financial Bid).
- h) The online financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.
- i) The interested bidders are advised to read carefully the entire e-tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.
- j) In case of any further clarification required relating to this tender, the same can be sought from the following officers of NIFT : -

Dr. Prof. Sibichan Mathew, AI-Admin, National Institute of Fashion Technology, Head Office, Near Gulmohar Park, Hauz Khas, New Delhi – 110016. Phone No. 9350163050 and e-mail Id : <u>sibichan.mathew@nift.ac.in</u> regarding any query for specification of the said work & General Terms & Conditions of Tender document.

# 4. SELECTION CRITERIA OF BIDDER:-

#### The selection of eligible bidder will be based as per following terms & Conditions:

Technical Bid: The financial bid will be opened only of those bidders who will qualify technical bid.

**Financial Bid**: Purchase / Supply order will be awarded to the L1 bidder/s who will quote over all lowest in Indian Rupees (INR) of all the items for the setting up the lab.

#### 5. DOCUMENT REQUIRED:-

E-Tender shall be accompanied with the documents as per Technical Bid (Annexure–I) duly certified by the firm and uploaded in the on line portal:

- (i) The Proof of Annual turnover of at least Rs. 40 Lakhs per year for the last three financial years i.e. 2017-2018, 2018-2019 & 2019-2020 in form of Balance Sheet duly certified by Chartered Accountant or certificate by the Chartered Accountants.
- (ii) A list of organizations where the bidder has executed the similar nature of work.
- (iii) The Bidder should have supplied at least two supply order of similar category of services/equipment/furniture & fixture in Govt./PSU/ Autonomous bodies / undertaking / Private Sector during the last 5 years from 2015 to 2020 with minimum value of INR 20 Lakhs or above of each order.
- (iv) Copy of Registration Certificate in support of GST and PAN No.
- (v) Declaration on the Company letter head that the bidder has not been debarred from participating in tender anywhere in NIFT HO and its Campuses and any Government Department / Public sector undertaking and also declaration to accept all the terms and conditions of tender document as per Annexure - V.

#### 6. TERMS & CONDITIONS:-

- 1. The bidders shall ensure that he himself or his authorized representative is available for proper handing over the work at NIFT Head Office.
- 2. The pre-inspection/ post inspection work may be undertaken by an authorized representative(s) from NIFT Head Office and the work shall be certified by the Inspecting team of NIFT.
- 3. Work to be completed within 08 weeks from the date of receiving of work order. The NIFT reserves the right to recover any loss sustained due to delay in work. Failure to complete the work within the stipulated period shall entitle for the imposition of penalty without assigning any reasons @ 0.5% of the total value of the item covered in order as penalty per week subject to a maximum of 10 % of the value of work order.
- 4. The rates quoted should be inclusive of all taxes, GST, wherever applicable, will be paid by NIFT. Further the bidder will provide GSTIN number along with submission of Technical Bid and all the applicable rules of Goods and Services Tax, act will be binding on the bidder. Bidder will also provide the proof of payment of GST along with submission of his supply bill.

- 5. L1 bidder will be decided on the basis of over all lowest rate quoted by the bidder for the work as per criteria mentioned in Price Bid (Annexure II).
- 6. No overwriting, correction, insertion shall be permitted in any part of the tender document.
- 7. <u>NIFT GSTIN. 07AAATN2067J1ZI</u>.
- 8. The date of the Demand Draft / Banker Cheque / FD / BG / Online (Bank details are mentioned above) should be after the publication of this tender.
- 9. Late tenders will not be considered at all.
- 10. The L1 bidder shall deposit 3% of the total value of supply order/purchase order as Security Deposit (refundable but non-interest bearing) in the form of Demand Draft in favour of VisioNxt Trend Insight & Forecasting Lab payable at New Delhi / Fixed Deposit receipt from a Commercial Bank / BG (Format enclosed at Annexure –IV) receipt from a Commercial Bank/ online (bank details are mentioned below), within 10 working days after receipt of work order. No interest shall be paid on security deposit. Refund of Security Deposit will be released after successful completion of works indicated in the Scope of work.

Name of Beneficiary	: VisioNxt - Trend Insight & Forecasting Lab
Bank	: Union Bank of India, Yusuf Sarai Branch, New Delhi 110016
IFSC/RTGS Code	: UBIN0534064
Saving Bank A/c no.	: 340602050000039

- 11. National Institute of Fashion Technology (NIFT) reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid.
- In case L-1 is more than one, then the overall average turnover of last 03 years i.e. 2017-18, 2018-19 and 2019-20 of the bidder on higher side would be the selection criteria in this regard and selection of successful bidder in such situation will be final in all respect and will be binding on all the bidders.
- 13. Conditional Bids/Vague offers like "Duties as applicable" shall not be considered.
- 14. NIFT reserves the right to cancel the bid.
- 15. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period. No interest will be paid on the Security Deposit.

- 19. The work of setting up the lab should be according to the specifications provided in the tender document. If the work is not executed as per specifications, the order shall be rejected by NIFT, as the case may be, at the cost of firm's risk.
- 20. NIFT if considered necessary, may get the work done tested for authenticity from any Govt. Agency and a penalty on the total bill shall be imposed by the Competent Authority as deemed fit on the firm and which will further lead to disqualification for any future job prospects with NIFT.
- 21. The full and final payment shall be made after completion of the work at NIFT, New Delhi & submission of required security deposit and acceptance of work done on the basis of certification by the concerned department.
- 22. The rates should be indicated clearly both in Figures and in words. If there is variation between the rates in Figures and Words, the rates quoted in "Words" shall be taken for evaluation.
- 23. Relaxation in turnover & Experience: As per the Govt., of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided to Startups in public procurement on prior experience & Prior Turn over criteria subject to meeting quality and technical specifications. Relevant documents must be attached.
- 24. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 : In this regard OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division will be followed by NIFT and the same will be binding on the tenderers.
- 25. Demonstration of equipment/furniture & fixtures of VISIONXT official/officer will be provided at NIFT New Delhi campus by the supplier/vendor/agency at the time of installation of equipment/ furniture & fixtures.
- 26. Payment will be released only after successful completion and certification of the work.
- 27. The clause of Force Majeure will be applicable as per rules/guidelines issued from GOI.
  - The Force Majeure clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. The Force Majeure clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the Force Majeure. The contractor/firm has to give notice of Force Majeure as soon as it occurs and it cannot be claimed ex-post facto.
    - i. The agency should not sublet the work or any part of the work to any other agency without written consent of NIFT.

ii. Decision of the DG-NIFT will be final and binding in case of work requirement and in all the matters relating to technical and commercial terms and specifications including right reserved to reject the tender.

#### 7. <u>Conciliation / Arbitration:</u>

- (i) 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 & settlement through a Committee appointed by DG NIFT including the officers of the other party.
- (ii) 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 as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by DG – NIFT with the mutual consent of the other party.
- (iii) The Arbitration proceedings shall be conducted in accordance with the provision of the Arbitration & Conciliation Act, 1996 as amended or enacted from time to time and in force when the reference is made.
- (iv) The venue of the Arbitration shall be based upon the NIFT New Delhi. The language of the arbitration proceedings shall be in English.
- (v) The Arbitrator will give the speaking & reasoned award.
- (vi) The cost incurred during arbitration, if any, shall be borne by the parties equally.

#### 8. Applicable Law & Jurisdiction:

All matters connected with this shall be governed by the Indian Law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

(i) NIFT reserves the right to annul the bidding process at any period to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders on the ground of NIFT action.

# 9. Validity:

• Rates quoted should be valid for a period of 03 (Three) months from opening of Financial Bid.

The Tender should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address.

The bidders should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.

# All papers of the Tender Document will be signed and Stamped by the bidder.

	(Prof. Dr. Sibichan Mathew ) AI (Admin)- VISIONXT
Encl. As above.	
Signature of Tenderer :	
Name of the Authorized Signatory :	
Name of the Company/Firm :	
Seal of the Company/Firm :	
Address :	
Contact No.:	

# <u>Annexure – I</u>

Technical Bid for hiring the Interior Designer/s/Agency For Visionxt at NIFT, Head Office.

1.	Name of the Agency	:
2.	Name of the authorized person	:
(W	ho signs on the tender document)	
3.	Address of the Agency	:
4.	Phone No	:
5.	email- address	:
6.	Mobile No.	:

### **Eligibility Criteria for Selection:-**

S.No.	Documents to be submitted	<b>Proof Required</b>
1.	The Proof of Annual turnover of at least Rs. 40 Lakhs per year for the	Submit original scanned
	last three financial years i.e. 2017-18, 2018-19 & 2019-20 in form of	copy online
	Balance Sheet duly certified by Chartered Accountant or certificate by	
	the Chartered Accountants.	
2.	A list of organizations where the bidder has currently provided /	Submit original scanned
		copy online
3.		Submit original scanned
	furniture & fixture supplied in Govt./PSU/ Autonomous bodies /	copy of supply orders
	undertaking / Private Sector during the last 5 years from 2015 to 2020	
	with minimum value of INR 20 Lakhs or above of each order.	
4.	Copy of Registration Certificate in support of GST and PAN No.	Submit original scanned
		copy online
5.	Bidder is required to submit the Bid Securing Declaration Form as	Submit original scanned
		copy online
6.	As per the Govt., of India policy circular 1(2)/2016/MA dated 10th	Submit original scanned
	March 2016 relaxation shall be provided to Startups in public procurement on prior experience & Prior Turn over criteria subject to	certificate of startups
	meeting quality and technical specifications	
7.		Submit original scanned
	debarred from participating in tender anywhere in NIFT HO and its	copy online
	Campuses and any Government Department / Public sector undertaking	
	and declaration to accept all the terms and conditions of tender	
	document, as per Annexure - V.	

Signature of Tenderer :
Name of the Authorized Signatory :
Name of the Company/Firm :
Seal of the Company/Firm :
Address :
Contact No.:

# (Financial Bid for hiring the Interior Designer/s/Agency For Visionxt at NIFT, Head Office)

# Price Bid Format: The Price Bid Format as given below is required to be filled by Bidders in Indian Rupees (INR) : -

#### NIFT Head Office GSTIN. : 07AAATN2067J1ZI

	Description	Image	Qua ntity	Rate (INR)	GST	Total Amount including GST (INR)
Α	ENTRANCE AREA					
A1	<b>Reception Table</b> Supplying and Placing of reception table shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1200mm(W) x 500mm (D) x 738mm (H).		1			
A2	Office chairs - non-revolving Supplying and placing of non-revolving officer chairs (BIFMA certified) of size 72.5Wx72.5Dx118.0-149.0Hcm. Fire retardant breathable mesh for backrest and Polyester fabric for seat Soft PU coated armrest with 4 position height adjustment and width adjustment.4 position locking system with headrest adjustable system of approved make, shade and colour as per the direction of In-charge.		2			
A3	<b>Sofa set - 4 seater</b> Supplying and placing of L-shaped 4 seater sofa set shall be made up of solid Saal wood frame with 38 density foam filling. The size of the unit shall be 1750mm(W) x 2250mm (D) x 750mm (H), approved make, shade and colour as per the direction of In-charge.		1			
A4	<b>Coffee table for waiting area</b> Supplying and placing of circular coffee table shall be made up of 18mm thick birch plywood with natural finish. The size of the unit shall be 700mm (W) x 700mm (D) x 450mm (H), approved make, shade and colour as per the direction of In-charge.		1			

A5	<b>Lockable storage units A</b> <b>S</b> upplying and Placing of lockable storage shall be made up of 18mm thick birch plywood with natural polish finish (exterior) and white laminates with PVC lipping (interior). The size of the unit shall be 800mm(W) x 350mm(D) x 1825mm (H). The storage unit shall have 10 lever cam lock.	2		
A6	<b>Customised partition units with storage(fixed)</b> Supplying and Placing of partition units shall be made up of 18mm thick birch plywood with natural polish finish (exterior), white laminates with PVC lipping (interior) and powder coated mild steel box section 2525 frames. The unit shall be divided into 2 part - closed storage and open storage. The size of the closed storage unit which is placed below shall be 1100mm(W) x 350mm (D) x 912mm (H). The open storage unit shall contain 3 open shelves in combination of MS frames and wood sections, the size of each shelf shall be 1100mm(W) x 350mm (D) x 350mm (H), approved make, shade and colour as per the direction of Engineer-in- Charge.	4		
A7	Lockable storage units B with concealed electrical points (pantry) Supplying and Placing of lockable storage shall be made up of 18mm thick birch plywood with natural polish finish (exterior) and white laminates with PVC lipping (interior). The size of the unit shall be 900mm(W) x 350mm (D) x 912mm (H) and the top shall house 2 electrical plug points with switches, design and make approved as per the direction of Engineer-in- charge. The storage unit shall have 10 lever cam lock.	1		
Α	ENTRANCE AREA TOTAL (A1+A2+A3+A4+A5+A6+A7)			
в	FLEXIBLE WORK AREA			
B1	<b>Glass writing boards - wall mounted</b> Supplying and Placing of wall mounted writing board shall be made up of 6mm toughened glass. The size of the panel shall be 1200mm(W) x 900mm (H), to be approved as per the direction of the In-charge.	2		
B1	Supplying and Placing of wall mounted writing board shall be made up of 6mm toughened glass. The size of the panel shall be 1200mm(W) x 900mm (H), to be approved as per the	2		

В4	<b>Customised workstation w/ charging points A</b> Supplying and Placing of Workstation shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1200mm(W) x 800mm (D) x 738mm (H). There shall be a Provision for 2 electrical plug points with switches and 1 usb point for charging on the table top with connections to the main electrical line.	Ret	8		
В5	Office chairs - revolving Supplying and placing of revolving high back senior officer chairs (BIFMA certified) of size 72.5Wx72.5Dx118.0-149.0Hcm. Fire retardant breathable mesh for backrest and Polyester fabric for seat Soft PU coated armrest with 4 position height adjustment and width adjustment.4 position locking system with headrest adjustable system of approved make, shade and colour as per the direction of In-charge.		8		
B6	<b>Lockable storage units C</b> Supplying and Placing of lockable storage shall be made up of 18mm thick birch plywood with natural polish finish (exterior) and white laminates with PVC lipping (interior). The size of the unit shall be 700mm(W) x 350mm (D) x 1825mm (H). The storage unit shall have 10 lever cam lock.		4		
в	FLEXIBLE WORK AREA TOTAL (B1+B2+B3+B4+B5+B6)				
				n in the second s	
С	OFFICE HEAD AREA				
с С1	OFFICE HEAD AREA Customised workstation w/ charging points B Supplying and Placing of Workstation shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1600mm(W) x 800mm (D) x 738mm (H). There shall be a Provision for 2 electrical plug points with switches and 1 usb point for charging on the table top with connections to the main electrical line.	1 Alexandre	1		
	Customised workstation w/ charging points B Supplying and Placing of Workstation shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1600mm(W) x 800mm (D) x 738mm (H). There shall be a Provision for 2 electrical plug points with switches and 1 usb point for charging on the table top		1		

C4	<b>Lockable storage units A</b> Supplying and Placing of lockable storage shall be made up of 18mm thick birch plywood with natural polish finish (exterior) and white laminates with PVC lipping (interior). The size of the unit shall be 800mm(W) x 350mm (D) x 1825mm (H). The storage unit shall have 10 lever cam lock.		3		
C5	<b>Lockable storage units D with concealed electrical points</b> Supplying and Placing of lockable storage shall be made up of 18mm thick birch plywood with natural polish finish (exterior) and white laminates with PVC lipping (interior). The size of the unit shall be 2250mm(W) x 350mm (D) x 920mm (H) and the top shall house 4 electrical plug points with switches, design and make approved as per thee direction of Engineer-in- charge. The storage unit shall have 10 lever cam lock.		1		
C6	<b>Customised partition units with storage(fixed)</b> Supplying and Placing of partition units shall be made up of 18mm thick birch plywood with natural polish finish (exterior), white laminates with PVC lipping (interior) and powder coated mild steel box section 2525 frames. The unit shall be divided into 2 part - closed storage and open storage. The size of the closed storage unit which is placed below shall be 1100mm(W) x 350mm (D) x 912mm (H). The open storage unit shall contain 3 open shelves in combination of MS frames and wood sections, the size of each shelf shall be 1100mm(W) x 350mm (D) x 350mm (H), approved make, shade and colour as per the direction of Engineer-in- Charge.		6		
с	OFFICE HEAD AREA TOTAL (C1+C2+C3+C4+C5+C6)				
D	FINISHES				
D1	Wall Paint + Ceiling paint Supplying and application of wall paints (Asian Paints) for all wall and ceiling on site of area 2200 sq ft, colour approved by In-charge		1		
D2	<b>Artwork on entrance wall</b> Supplying and application of artwork on feature wall of area 100 sq ft, design and colour approved by In-charge		1		
D	FINISHES TOTAL (D1+D2)				
Е	MAIN OFFICE ROOMS				
E1	<b>Customised workstation w/ charging points B</b> Supplying and Placing of Workstation shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1350mm(W) x 800mm (D) x 738mm (H). There shall be a Provision for 2 electrical plug points with switches and 1 usb point for charging on the table top with connections to the main electrical line. Design and colour approved by In-charge.	Reg	1		

E2	<b>Customised workstation w/ charging points B</b> Supplying and Placing of Workstation shall be made up of 18mm thick birch plywood with natural polish finish. The size of the top shall be 1050mm(W) x 800mm (D) x 738mm (H). There shall be a Provision for 2 electrical plug points with switches and 1 usb point for charging on the table top with connections to the main electrical line. Design and colour approved by In-charge.	Text.	1		
Е	MAIN OFFICE ROOMS TOTAL (E1+E2)				
	GRAND TOTAL (A+B+C+D+E)				
	(Grand Total in words)				

Please Note : Over all lowest in all above items will be awarded the contract for the execution the said work.

#### <u>Annexure –III</u>

### **Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No.

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:	(insert signature of person whose name and capacity are shown)
in the capacity of	(insert legal capacity of person signing the Bid Securing Declaration)
Name:	(insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

#### Annexure –IV

#### **Bank Guarantee Format for Furnishing Security Deposit**

- 1. In consideration of National Institute of Fashion Technology, having its Head Office at NIFT Campus, Near Gulmohar Park, Huaz Khas, New Delhi - 110016 (hereinafter referred to as NIFT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to------with its Registered / Head Office at ----------(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NIFT's Letter of Intent No.----- dated----- and the same having been unequivocally accepted by the contractor resulting in a 'Contract' bearing No.----------and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.-----(Rupees------(Rupees------value of the contract to NIFT, we -----having its Head Office at present shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay NIFT, on demand any and all money payable by the Contractor to the extent of Rs.-----(Rupees-----only) as aforesaid at any time upto without any demand reservation contest, recourse for protest Bank shall be conclusive and binding notwithstanding any difference between NIFT and Contractor or any dispute pending before any Court, Tribunal or any other authority.
- 2. We, the ------Bank undertake not to revoke with guarantee during its currency without previous consent of NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or -----which is earlier.
- 3. NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or two forbear to enforce any covenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

- 4. The Bank also agrees that NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.
- 5. This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
- 6. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs.------ (Rupees------only) subject to the clause as stated immediately hereafter. This guarantee shall remain in force till......
- **8.** We-----Bank shall be discharged of our liability under the guarantee unless a claim is made by NIFT within 3(three) months from the date of expiry of this Bank Guarantee.

### <u>Annexure – V</u>

#### Sub: Undertaking/Acceptance of Terms & Conditions of Tender.

#### Tender Bid No.

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) / portal namely:-<u>https://eprocure.gov.in</u>
- 2. I / We hereby certify that I / We have read entire terms and conditions of the tender document from Page No. 01 to \_\_\_\_ (including all annexures) and I / We shall abide by the terms / conditions / clauses contained therein.
- 3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s).
- 4. I / We do hereby declare that our Firm has not been blacklisted / debarred by NIFT HO & its Campuses and any Government Department / Public Sector Undertaking.

L1 bidder will be decided on the basis of lowest rate quoted by the bidder. .

Signature of Tenderer :
Name of the Authorized Signatory :
Name of the Company/Firm :
Seal of the Company/Firm :
Address :
Contact No.: