

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

(एक सांविधिक संस्थान निफ्ट 2006 अधिनियम के तहत प्रमाणित) (वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित संस्थान) निफ्ट, कैम्पस, करवड़, जोधपुर-342037(फोनः 0291- 2659520, 0291- 2659521)

15622(19)/ BLDG- Aluminum Work-2022

दिनांक 28/01/2022

<u>आमंत्रित ई-निविदा सूचना</u>

विषय-निफ्ट, जोधपुर संस्थान में एल्युमिनियम के कार्य करवाने हेतु निविदा आमंत्रित करने की सूचना।

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान जोधपुर(निफ्ट) की ओर से टू-बिड प्रणाली पर आधारित निविदा निफ्ट, जोधपुर संस्थान में एल्युमिनियम कार्य करवाने हेतु एमईएस, रेलवे, एमटीएनएल, सेल के पंजीकृत ठेकेदारों से निफ्ट, जोधपुर ऑनलाईन ई-निविदा हेतु आमंत्रित करता है। जिनके द्वारा अन्य सरकार विभाग या जिन्होंने सरकार विभाग, सार्वजनिक क्षेत्र के उपक्रम, सरकारी संस्थान/निकाय में संबंधित कार्य को निष्पादित किया है। ई-निविदा नोटिस और ई-निविदा दस्तावेजात् CPP पोर्टल(सीपीपीपी) एवं निफ्ट की वैबसाईट https://nift.ac.in/jodhpur/tenders पर उपलब्ध है। निविदाकारों से अनुरोध है कि निविदा सूची में दरों को अंकित करने से पूर्व वे ई निविदा दस्तावेज में दिए गए निर्देशों एवं शर्तों को सावधानीपूर्वक पढ़ लें, और उसके बाद ही बोली दर अंकित करें।

निविदा के लिए आवेदन केवल ऑनलाईन माध्यम https://eprocure.gov.in/eprocure/app(CPPP Portal) से ही स्वीकार किया जायेगा, कोई अन्य माध्यम स्वीकार नहीं किया जाएगा, निफ्ट, जोधपुर, संस्थान के पास बिना किसी कारण बताएं पार्टियों/फर्म/एजेंसीयों/निविदाकार को स्वीकार या अस्वीकार करने का अधिकार आरक्षित हैं।

ई- निविदा अमंदरण की समय सारणी:-

ऑनलाइन निविदा जमा करने की प्रारम्भिक तिथिः	02/02/2022 सायं 6:00 बर्जे				
ऑनलाइन निविदा जमा करने की अंतिम तिथिः	24-02-2022 अपराहन 2:00 बर्जे				
Pre-Bid meeting Date & Time for receipt of query / clarification on the tender if any. Query / clarification to be sent by e-mail only	14/02/2022, 3:00 PM purchase.jodhpur@nift.ac.in				
निविदा प्रपत्र खुलने का तिथि एवं समय(तकनीकी):	25-02-2022, अपराहन 4:00 बजें				
वित्तीय निविदा प्रपत्र खुलने की तिथि एवं समय	तकनीकी योग्यता पूर्ण करने वाले निविदाकारों को				
नोट- अर्नेस्ट मनी आवश्यक: रु. 32,000/- निफ्ट के पक्ष में डीडी के रूपे मिंग्रेजिधि पुरुयमें देखे ^{गा।}					

निविदा शुल्क- शून्य

ऑनलाइन आवेदन से पूर्व फर्म को https://eprocure.gov.in/eprocure/app(CPPP Portal) पर पंजीकृत होना सुनिश्चित करें।किसी भी विसंगति(दस्तावेजों की कमी आदि) के मामले में, केवल ऑनलाइन जमा किए गए दस्तावेजों को ही मूल्यांकन के लिए विचार किया जाएगा।

सूचनाः यह ई-निविदा 19 पृष्ठों(के सहित) की हैं, निविदाकारों से अनुरोध हैं की सभी पृष्ठों पर हस्ताक्षर कर उसकी स्कैन कोपी ऑनलाइन जमा करें।

निफ्ट कैंपस, करवड़, जोधपुर- 342037, राजस्थान

पताः-0291–2659520; वैबसाईट www.nift.ac.in/jodhpur

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS FULL SIGNATURE & STAMP OF THE TENDERER



राष्ट्रीय फैशन प्रौद्योगिकी संस्थान

(एक सांविधिक संस्थान निफ्ट 2006 अधिनियम के तहत प्रमाणित) (वस्त्र मंत्रालय, भारत सरकार द्वारा स्थापित संस्थान) निफ्ट, कैम्पस, करवड़, जोधपुर-342037(फोनः 0291- 2659520, 0291- 2659521)

Notice Inviting E-Tender

National Institute of Fashion Technology (NIFT), Jodhpur invites online e-Tender in two Bid systems for Aluminum work to NIFT, Jodhpur Centre from the Registered contractor of CPWD ,MES, Railways, MTNL, SAIL, other Govt. Deptt. or who have executed related works in Govt. deptt ,PSUs, Government Institutes/bodies. As per details of e-tender document. The e-tender notice and e-tender documents are available on CPPP Portal.

i.e. <u>https://eprocure.gov.in/eprocure/app</u> and same is also available for viewing on the "Tenders" link of the NIFT website i.e. <u>https://nift.ac.in/jodhpur/tenders</u> .

The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully before quoting the rates in Tender Schedule and comply with the same there after amendments made if any. Application to this tender will be accepted only through the online mode through <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal). No other mode of tender shall be considered as such tender shall not be accepted. The right to accept or reject any/ or all the tenders/quotations from any or all parties without assigning any reason is reserved to NIFT.

Time Schedule for Tender Process:

ODENING DATE FOR ONLINE CURMICCION OF TENDER	02/02/2022 from (.00 DM			
OPENING DATE FOR ONLINE SUBMISSION OF TENDER	02/02/2022 from 6:00 PM			
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	24-02-2022 up to 2.00 PM			
Pre-Bid meeting Date & Time for receipt of query	14/02/2022, 3:00 PM			
/ Clarification on the tender if any. Query / clarification	purchase.jodhpur@nift.ac.in			
to be sent by e-mail only				
Date and time of opening of tender (Technical Bid)	25-02-2022 up to 4.00 PM			
Opening Date and Time of Financial Bid(s)	will be notified to the technically			
	qualified bidders only			

Note:- Tender Fee- Nil

Earnest Money Required: Rs. 32,000/- in the form of DD in favour of NIFT, payable at Jodhpur

For applying online, the Firm should get itself registered at <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal).

Only documents submitted online only will be considered for evaluation.

Note: This tender document contains 19 pages (Total no. of pages including Annexures) and bidders are requested to submit the signed and scanned all the pages.

NIFT CAMPUS, KARWAR, JODHPUR- 342037, RAJASTHAN Ph: 0291 – 2659520; website:- <u>www.nift.ac.in/jodhpur</u>

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS FULL SIGNATURE & STAMP OF THE TENDERER

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1. INTRODUCTION

National Institute of Fashion Technology (NIFT) is a statutory Body governed by the NIFT Act 2006 & set up by the Ministry of Textile, Govt. of India for the promotion and development of education and research in field of Fashion Technology. NIFT provides Fashion business education across the country through its network of 17 campuses. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhi Nagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkota, Mumbai, New Delhi, Patna, Punchkula, Raebareli, Shillong and Srinagar.

NIFT, Jodhpur campus was established in the year 2010 and imparting education to 5 (Five) undergraduate and 1 (One) post graduate programmes. However the present campus of NIFT, Jodhpur has been shifted in its permanent new building in 2015-16 at Karwar, Jodhpur.

2. NOTICE INVITING E-TENDER

National Institute of Fashion Technology (NIFT), Jodhpur invites online e-Tender in two Bid systems for Aluminum works to NIFT, Jodhpur Centre from the Registered contractor of CPWD ,MES, Railways, MTNL, SAIL, other Govt. Deptt. or who have executed related works in Govt. deptt ,PSUs, Government Institutes/bodies. As per details of e-tender document. The etender notice and e-tender documents are available on CPPP Portal. As per details given in Technical Bid **(Annexure-I)**. The Tenderers are requested to read the instructions in the e-Tender; Terms and conditions carefully before quoting the rates in quotations/Tender schedule and comply with the same there after amendments made if any. Application to this tender will accepted be only through the online mode https://eprocure.gov.in/eprocure/app (CPPP Portal). No other mode of tender shall be considered and such tender shall not be accepted. The right to accept or reject any / or all the tenders from any or all parties without assigning any reason is reserved.

<u>Time Schedule for Tender Process</u>:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	02/02/2022 from 6:00 PM
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	24-02-2022 up to 2.00 PM
Pre-Bid Date & Time for receipt of query / clarification	purchase.jodhpur@nift.ac.in
on the tender if any. Query / clarification to be sent by e-	14/02/2022, 3:00 PM
mail only	
Date and time of opening of tender (Technical Bid)	25-02-2022 up to 4.00 PM
Opening Date and Time of Financial Bid(s)	will be notified to the
	technicallyqualified bidders
	only

It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context National Institute of Fashion Technology will not be responsible for any such eventualities.

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 https://eprocure.gov.in/eprocure/app (CPPP Portal). Tender document is also available for viewing on the "tenders" link of the NIFT website i.e. http://nift.ac.in/jodhpur.
- b) Applications/Bid to this tender will be accepted only through the online mode through <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal) 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/eprocure/app</u> (CPPP Portal).
- d) The bidder needs to mention his Company Name, Address and User-ID to register in CPPP Portal.
- e) 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 updates 25.
 - ➢ Use Internet Explorer 8 and above.
 - > All java add-ons must be enabled in the system.
 - Always use Class III B Digital Signature Certificates (DSC) having Signing andEncryption both.
- f) The bidder should ensure that it complies with the above requirements before applyingfor tender upto 24-02-2022 2:00 PM
- g) The tenderer must upload self-attested copies of all the relevant documents and send required Bid Security (Earnest Money Deposit) on or before the closing date of the tender.
- h) Documents submitted online only will be considered for evaluation.
- i) Online financial bid may be submitted/filled separately as per format given in CPP Portal **(Financial Bid)**.
- j) 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.
- k) The interested bidders are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.

4. SELECTION CRITERIA OF BIDDER

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

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

Financial Bid: The financial Bid(s) will be evaluated on the basis of Grand total value of the) (including GST, all charges/ etc. & the work order will be issued on Grand total value of the scope of works Aluminum works at NIFT, Jodhpur campus.

5. DOCUMENTS REQUIRED

Tender shall be accompanied by the relevant documents with Technical Bid **(Annexure–I)** duly certified by the firm.

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS FULL SIGNATURE & STAMP OF THE TENDERER

6. Basic Requirements terms & Conditions

The basic requirements for registration and applying for tender online are as under:

- 6.1 In case, the tender document not received online in prescribed format and/or found incomplete in any respect, the tender offer will be summarily rejected.
- 6.2 Only the Technical Bids will be opened on the date of online tender opening. Price bids of only those bidders will be considered for opening whose offer is complete and technically acceptable in all respects.
- 6.3 The name and address of the tenderer shall be clearly written in the space provided in etender. The tender should be filled in and submitted in strict accordance with the instructions laid down here in; otherwise the tender is liable to be ignored.
- 6.4 Bid Security (Earnest Money Deposit): The tenderer are required to submit Earnest Money Deposit (EMD) of Rs.32000/-(Thirty Two Thousand Only) in the form of Demand Draft favouring National Institute of Fashion Technology, Jodhpur alongwith their offer. Offers received without earnest money or with earnest money less than the amount specified above shall be summarily rejected.

Exemption of EMD :The Micro and Small scale industrial units registered under small scale industries of Appropriate Central/State Govt. and holding subsequent registration with CSPO/NSCI/DGS&D/UDYAM registration certificates for the item under tender will be eligible for exemption from payment of EMD on submission of duly attested copies.

- 6.5 The Earnest Money deposited shall be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EMD shall also be liable to be forfeited by the Purchaser i.e. NIFT and NIFT shall be entitled to initiate appropriate legal actions against the tenderer for the losses suffered by it as a result of the same
- 6.6 Offers received without earnest money or with earnest money less than the amount specified above shall be summarily rejected and online tender will not be opened whose EMD not received before due date and time of opening of tender .
- 6.7 The Earnest Money of the successful tenderer shall be returned after the security deposit as required in terms of tender is furnished by the tenderer. The Earnest Money to other than lowest bidders will be returned after finalization of the L-1.
- 6.8 Dispute, if any, arising out of the supply of Items shall be settled by mutual discussion and Director, NIFT Jodhpur decision will be final and binding upon both the parties.
- 6.9 Tender shall be accompanied by the relevant documents covered in the tender.
- 6.10 Prices may be quoted for the items as per annexure "B" of Price bid.
- 6.11 The rates quoted should be on FIRM & FIXED basis.
- 6.12 Bidder must be registered for GST, PAN etc. and should enclose copies of relevant certificates
- 6.13 NIFT, is statutory Institute under NIFT Act 2006, governed by the Ministry of Textiles, Govt. of India. The equivalent will be used for educational purpose, if any educational discount is applicable, may be mentioned clearly in price bids.
- 6.14 Tenderer must have to quote each and every item given in the tender, the consolidated rates will not be considered and tender will be rejected.
- 6.15 The supply order will be issued to the bidder on the basis of overall total quoted lowest price.
- 6.16 NIFT Jodhpur reserves the right to change the quantity/drop any item or part thereof at any time before placing the work order.
- 6.17 National Institute of Fashion Technology, Jodhpur reserves the right to accept or reject any or all the offers either fully or partly without assigning any reason
- 6.18 In case of any doubt during technical evaluation, clarification may be sought by NIFT after the approval of the competent authority.

7. General Terms and Conditions

- 7.1 Work shall be completed within 30 days after issue of the work order.
- 7.2 The contractor has to make his own arrangement for all the materials required for the work and get them approved from the EE/Engineer-in-charge before using the same in the work.
- 7.3 The dismantling wherever required shall be done in a manner that no other portions of the building or its fixtures are damaged. If any damage is done to the building it will be made good by the contractor at his own cost and no claim what so ever will be entertained on the work.
- 7.4 The contractor must get himself acquainted with the proposed site for the works and study specifications and conditions carefully before tendering, no claim whatsoever on this account shall be entertained later on.
- 7.5 All incidental charges of any kind for the materials to be arranged by the contractor whatsoever including cartage, storage, cutting and wastage etc. shall be borne by the contractor himself and nothing extra will be paid to him on this account.
- 7.6 The contractor shall have to carry out the work according to the program mutually decided between him and the EE/Work-in-charge. No claim for idle-labour on any account shall be entertained.
- 7.7 Contractor will have to make his own arrangement for tools and machinery required for the work and department will not supply any tools and machinery.
- 7.8 Any damages done to the electric fittings, installations, while using them shall be made good by him at his own cost.
- 7.9 No residential accommodation shall be provided to any of the staff engaged by the contractor.
- 7.10 The rates include all leads, lifts, heights etc. No extra payment shall be made on any account.
- 7.11 If contractor uses electricity of department, a recovery @0.5% shall be made on gross bill amount from bill. If no electricity is required, then no recovery shall be made.

8. ADDITIONAL CONDITIONS

- 8.1 Dismantling material maximum quantity re-use in all aluminum sections and particle board /doors /window.
- 8.2 Existing aluminum partition extends and particle board sheet as per required shade direction by EE/work -in-charge.
- 8.3 Inspection of materials and work: All the materials brought to the site by the contractor for use in the work as well as fabricated work shall be subject to inspection and approval by the EE/Work in charge.
- 8.4 Removal of rejected materials: In case any materials are rejected by the Engineer-in-Charge, the same shall be removed from the site within 48 hours, failing which the same may be got removed by the Engineer-in-charge at the risk and cost of the contractor.
- 8.5 Manufacturer's Test Certificate: The contractor shall, if required by the Engineer in charge produce Manufacture's Test Certificate for any material of particular batch of materials supplied by him. The test(s) carried out shall be as per relevant specifications/ BIS Code.
- 8.6 Contractor should ensure the availability of material at site duly tested as per specifications and approved by the Engineer-in-charge. In no case the dismantling etc. should be carried out before the availability of approved quality of material. If contractor fails to follow this instruction a penalty of Rs.1000/- per day delay for this fault shall be recovered. The decision of Engineer-in-Charge shall be final and binding.

- 8.7 Wherever the malba / rubbish occurs on account of work at upper floors / roof, the same shall be brought down through stair case or with some mechanical arrangement only and shall not be thrown to the ground directly from upper floors and has to be disposed off at specified dumping point in the area. In no case malba / rubbish / unserviceable material or Construction material shall be stacked or dumped near the staircase / path /road / lawn / outside premises even for temporarily purpose.
- 8.8 Unless and until specified in the item the contractor shall make his own arrangement for lifting / hoisting / placing of steel girders / steel sections by suitable arrangement either manually or by mechanical crane etc. as approved by the Engineer-in-charge upto all heights in the building at no extra cost.
- 8.9 The contractor shall stack the building materials away from the building at site as approved by the Engineer-in-charge and nothing extra for lead / lift of material for bringing the materials manually in the premises shall be paid.
- 8.10 The dismantled materials received during demolition, if not taken back by the Department, shall be recovered at the rates as follows: a) Wooden window/doors/shutters with or without frames shall be recovered @ Rs.500/- per Sqm except aluminum section) at Rs.500/- per Kg. c)
- 8.11 The contractor shall at his own cost make arrangement for weighing of the dismantled materials at site of work.
- 8.12 Before starting the work the contractor shall chalk out a programme in consultation with the EE/work-In-charge as to inform the occupants at least one week ahead. The contractor shall have to adhere to this programme failing which contractor shall be responsible for any inconvenience caused lo the occupants. In order to ensure that the work is carried out according to the programme drawn up the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour to stick the programme, the Engineer-in-charge may supplement the labour and cost of the labour shall be recovered from the contractor after issue of one day's notice to the contractor. No claim for idle labour shall be entertained. The contractor shall depute his representatives daily at site of work for the record of the department.
- 8.13 The contractor shall prepare one sample of all items which should be got approved from the EE/work-In-charge, only on acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should be confirmed to the approved samples.
- 8.14 The substandard work shall be rejected out-rightly and shall be measured and nothing shall be paid for it. The decision of the EE/work-In-charge shall be final and binding in this regard.
- 8.15 Nothing extra shall be paid to the contractor for excess consumption of materials in case of material arranged by him.
- 8.16 Any damaged done to the existing structure, shall be made good by the contractor at his own risk and cost.
- 8.17 The rates of all items of work shall unless clearly specified include the cost of all labour material and other aspects involved in the execution of work.

- 9. The rates shall include cost of labours & material for the works complete in all respects.
- 10. The quoted rates shall include all taxes, and GST as applicable and no extra shall be payable on this account.
- 11. Rates shall be valid for three months from the date of opening of tender.
- 12. Security deposit will be 5% of the tendered value of the work. The security deposit shall be collected from the bill of the contractor at the rates aforementioned and the earnest money deposited at the time of tenders will be treated as part of security deposit. The same shall be released after completion of 3 month from the date of handing over of completed work.
- 13. The payments shall be released against submission of bill by the contractor after completion of the work. The stages to be decided in consultation with the Engineer-in-charge. Payment shall be released after completion of work in-toto as per actual measurement of works actually executed and accepted by the Engineer-in-charge.TDS (GST/IT) will be deducted as applicable.
- 14. Please note that aforesaid work is to be completed within 30 days in all respect from the date of issue of work order failing which a penalty of Rs. 1500/- per day will be imposed, However, the gross amount on account of penalty will not exceed the limit of 10% of the total value of the contract/ amount quoted by the firm.
- 15. Any dispute arises out of this tender is subject to the jurisdiction of Jodhpur Court only.
- 16. Payment will be made through NEFT only. The required information for making payment through NEFT duly vetted by your banker should be provided along with the invoice.
- 17. Approval for the drawings and sketches ,if necessary including those of the scope of works that would be used their locations arrangements for conveying and handling materials etc. should be obtained from Engineer in-charge well in advance for each item of work.
- 18. No escalation /Variation of the prices on any account will be considered for adjustment/payment.
- 19. The bidder shall inspect the site of work and thoroughly familiar himself with the nature of work, site conditions and access to the site and location before submission of the tender.
- 20. Proper care should be taken to provide adequate protection to the existing structures and cables (Telephone, computer etc),all such installations against any damage/defect to the existing structure arising due to faulty execution of work shall have to be rectified as directed to the satisfaction of Engineer In Charge without any extra charges.
- 21. Quality control: Regular appraisal of the quality control to the Engineer in charge should be made for effective improvement in the work execution incharge techniques to ensure satisfactory quality of work.
- 22. No overwriting, correction, insertion shall be permitted in any part of the tenderdocument.
- 23. The date of the Bid Security (EMD) should be after the publication of this tender.
- 24. Late tenders will not be considered at all.
- 25. National Institute of Fashion Technology, Jodhpur 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 since due weightage shall be given to several factors (as shall be decided by NIFT) besides the commercial bid.
- 26. Conditional Bids/Vague offers like "Duties as applicable" shall not be considered.
- 27. NIFT, Jodhpur reserves the right to cancel the bid.
- 28. As per the Govt. of India policy circular 1(2)/2016/MA dated 10th March 2016 relaxation shall be provided toStartups/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.

- 29. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017: In this regard OM No. 6/18/2019-PPD dated 23rd July, 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and further OM No. F.18/37/2020-PPD dated 8th February, 2021 will be followed by NIFT and the same will be binding on the tenderers.
- 30. In case L-1 is more than one, then the overall average turnover of previous 05 years any 03 years 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.
- 31. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
- 32. The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter-alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.
- 33. The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labor (regulation and abolition) Act, 1970, and rules and orders framed there under and other labor laws affective contract labor and Apprentice Act, 1961 and the rules and orders framed there under that may be in force or brought into force from time to time.
- 34. The clause of Force Majeure will be applicable as per rules/guidelines issued by GOI from time to time.
- 35. 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.
- 36. Contractor shall obtain a valid license under contract labor (R&A) Act 1970 and contract labor (R&A) Central rules 1971 before commencing work and which should be valid till the completion.
- 37. The clause of Force Majeure will be applicable as per rules/guidelines issued by GOI from time to time.

38. CONCILIATION & ARBITRATION

- a. If any dispute(s) or difference(s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by Director NIFT Jodhpur Centre.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by Director NIFT Jodhpur Centre.
- c. The Arbitration proceedings shall be in accordance with the provision of the Arbitration & Conciliation Act, 1996 & Laws of India as amended or enacted from time to time.
- d. The venue of the Arbitration shall be based upon the NIFT Jodhpur. The language of the arbitration proceedings shall be in English.
- e. The Arbitrator will give the speaking & reasoned award.
- f. The cost incurred during arbitration, if any, shall be borne by the supplier.

39. <u>APPLICABLE LAW & JURISDICTION</u>

- a. 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 Jodhpur.
- b. The agency should not sublet the work or any part of the work to any other agency without written consent of NIFT.
- c. Decision of the Director-NIFT jodhpur 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.

40. VALIDITY

- a. Rates quoted should be valid for a period of three months from opening of FinancialBid.
- b. The Tender should be submitted and signed by a duly authorized person, giving fullname of the firm with its current business address.
- c. 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.

Purchase Officer

Encl. As above.

Technical Bid (Annexure-I)

Eligibility Criteria for Selection:

S.N	Particulars	Proof	Submitte	Page No.
о.		Required	d (Y/N)	of Bids
				Submitte
				d
1	E-Tender documents duly completed and signed but without	Proof		u
T	indicating the rates as a mark of compliance of the bid conditions.	Required		
2	Earnest Money deposit Rs. 32000/- (Date of DD must be after the	Proof		
-	publication of tender)	Required		
3	Registration Certificate for related scope of work with appropriate	Proof		
-	authority	Required		
4	Copy of GST Registration certificate	Proof		
		Required		
5	Copy of the PAN no. of the Firm	Proof		
		Required		
6	Proof for having successfully completed similar works like	Proof		
	civil/renovation work or something else relating to the work	Required		
	required during previous 05 years any 03 years experience should			
	be either of the following : One completed work costing not less than			
	80%(Rs.12.75 lacs each) of total estimated value of work or two			
	completed works each costing not less than 60%(Rs.9.55 lacs each)			
	of total estimated value of work or three completed works each			
	costing not less than 40% (Rs.6.37 lakhs each) of total estimated			
	value of work. Attested copies of the certificates/testimonials of			
	satisfactory completion of the work obtained from an officer not below the rank of Estate Engineer/in charge of the work of the			
	Department.			
7	Work experience as a sub contractor should not be considered as	Proof		
,	the requisite qualification.	Required		
8	The average annual financial turnover of the bidding firm during	Proof		
	previous 05 years any 03 years should be at least fifty lacs (50 lakhs)	Required		
	Certificate year wise financial turnover of the bidding firms duly			
	certified by chartered accounts must be attached.			
9	Profit/loss :The bidder should not have incurred any loss(profit	Proof		
	after tax should be positive) in during previous 05 years any 03	Required		
	years last three years consecutive balance sheet, duly audited and			
	certified by the Chartered Accountant.			
10	Solvency Certificate amount equal to 40% of the estimated cost	Proof		
	(6.37 lacs)issued by bank should be enclosed.	Required		

<u> Annexure – II</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:- https://eprocure.gov.in/eprocure/app (CPPP Portal).
- 2. I / We hereby certify that I / We have read entire terms and conditions of the tender document from Page No. 01 to 19 (including all annexures) and I / We shall abide by the terms / conditions/ clauses contained therein.
- 3.1 / We hereby unconditionally accept the tender conditions of above mentioned ender document(s).
- 4. I / We do hereby declare that our Firm has not been blacklisted / debarred by NIFT Jodhpur & its Campuses and any Government Department / Public Sector Undertaking.

Signature of the Tenderer with seal

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS FULL SIGNATURE & STAMP OF THE TENDERER

Annexure 'B'

PRICE BID of Aluminum works at NIFT, Jodhpur

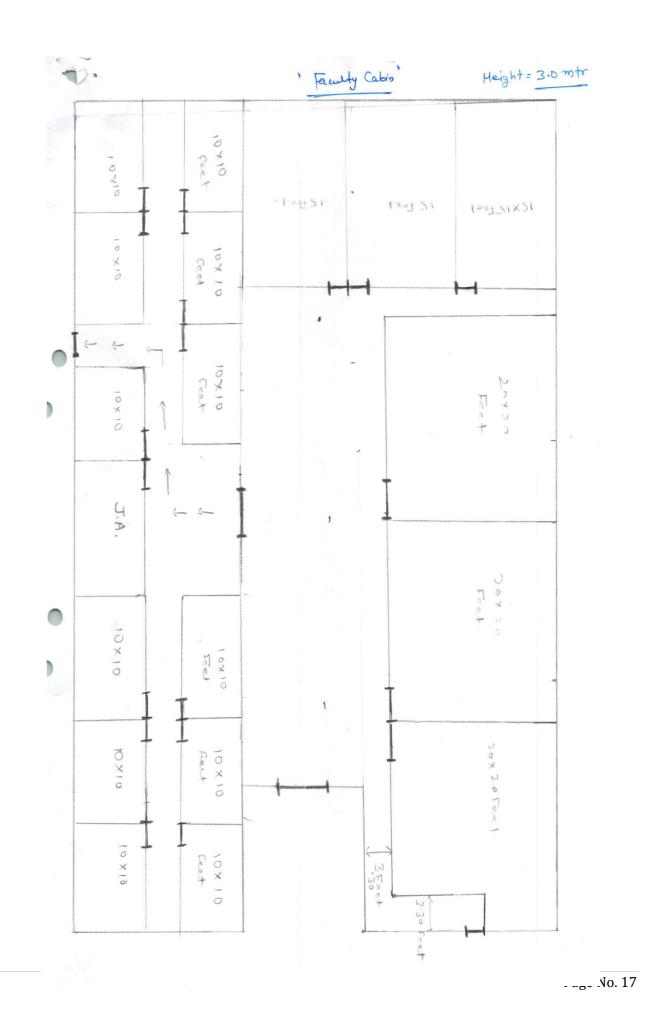
S.No.	Description	Units	Qty.	Rate per unit in Rs.	GST (In Rs.)	Total in Rs.
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded build up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing/ paneling, C.P.brass/ stainless steel screws, all complete as per directions of EE/Work in charge. Powder coated aluminium (minimum thickness of powder coating 50 micron) 1.1 Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg	950			
2	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required . 2.1Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg	145.00			
3	Providing and fixing 12mm thick prelaminated particle board flat pressed three layer of graded wood particle board conforming to IS:12823 Grade I Type II, in paneling fixed in aluminum doors, windows shutters and partition frames with C.P. brass/stainless steel screws etc. complete as per directions of EE/Work in charge. 3.1 Pre-laminated particle board with decorative lamination on both sides.	Sqm	945			

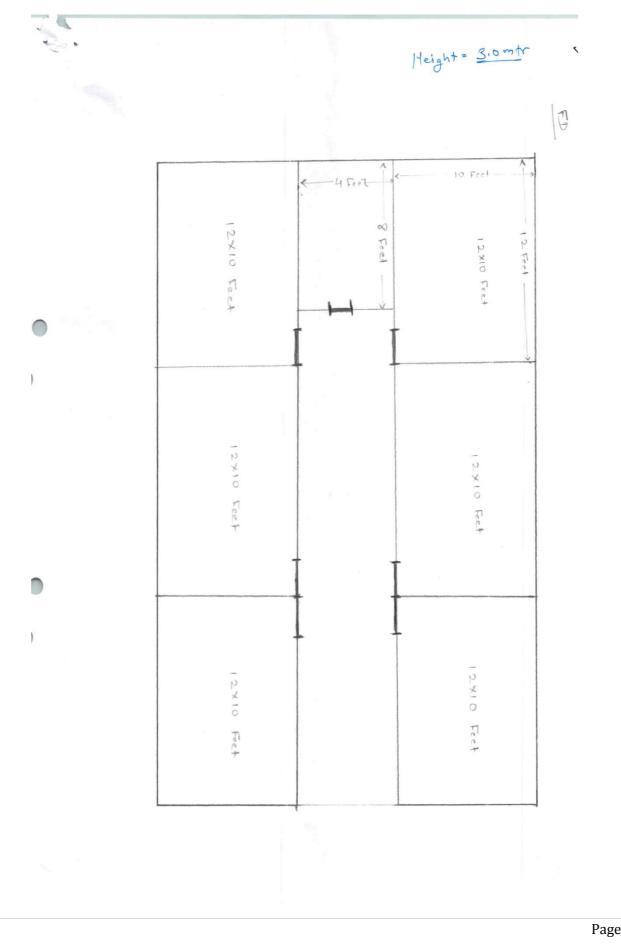
4	Providing and fixing glazing in aluminum doors, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the directions of EE/Work in charge. 4.1 With float glass panes of 5.50 mm thickness.	Sqm	130			
5	Existing aluminum section/particle board will be re-used as per direction of EE/work incharge.		450			
	Grand Total in Rs.					

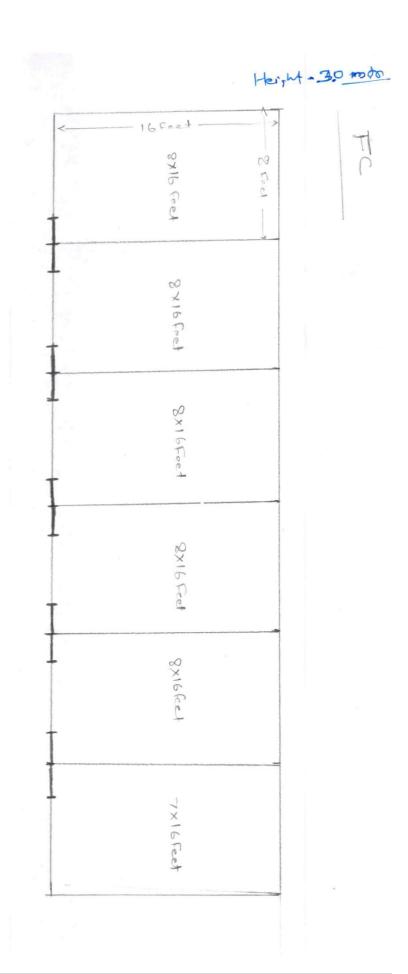
(Grand Total cost in word Rupees______

_____)

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS FULL SIGNATURE & STAMP OF THE TENDERER







to