

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)

TENDER DOCUMENT FOR HIRING OF ADVERTISING AGENCY

NIFT Head Office
NIFT Campus, Hauz Khas, New Delhi – 110016



Time schedule for tender process:

Date & time of publication of tender notification on official website / CPP Portal	02.01.2026
Download of tender document commence from	02.01.2026
Last date and time for submission of online bids on CPP portal	27.01.2026 (03.00 PM)
Date and Time of the opening Technical Bids	28.01.2026 (03.00 PM)
Date and Time of the opening Financial Bids	It will be notified to the technically qualified tenderers

The bidders are advised to keep on checking the official websites <https://eprocure.gov.in/eprocure/app> and www.nift.ac.in for any corrigendum, addendum or any communication in this regard.

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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 Technology. NIFT provides fashion business education across the country through its network of 19 Campuses. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its Head Office at New Delhi with its Campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Daman, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Panchkula, Patna, Raebareli, Shillong, Srinagar and Varanasi.

2. **NOTICE INVITING TENDER**

The NIFT Head Office invites Online tenders under "TWO BIDS SYSTEM" for selection of an advertising agency for NIFT Head Office, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi-110016 and its 19 Campuses from reputed agencies. The contract period will be initially for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis for another two years. Tenders are invited from reputed and experienced Indian Newspaper Society (INS) Accredited Advertising Agencies to work as an approved Advertising Agency for releasing the press release/ advertisements of NIFT. All the advertising jobs given by the Institute are confidential and time bound. Most of the advertisement works are related to Admissions, Recruitments and Events organized by the Institute.

The details of the tender are given below: -

- a. **Description of Services:** Selection of an Advertising agency for NIFT Head Office, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi-110016 and its 19 Campuses across country.
- b. Closing date & time for submission of online bids: **27.01.2026 at 03.00 pm**
- c. Date & time of opening of Bid:
 - i. Technical bid: **28.01.2026 at 03.00 pm**
 - ii. Financial bid: The financial bid of technically qualified bidders only will be opened and evaluated.
 - iii. Bid validity up to: 180 days from the last date of submission of bid.

3. General Instructions:

- i. Tender shall be submitted in prescribed format in CPP portal only otherwise it is liable for rejection.
- ii. **"TWO BIDS SYSTEM"** shall be followed for this tender. Bids received shall be evaluated as per the technical criteria prescribed in the tender document.
- iii. The financial bid of technically qualified bidders only will be opened and evaluated.
- iv. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.
- v. The tender document is not transferable to any other person. The tender document can be downloaded from the NIFT's official website www.nift.ac.in as well as from CPP portal i.e. <https://eprocure.gov.in/eprocure/app> for reference.
- vi. The interested bidders are advised to read carefully the entire tender document before submitting their tender. The tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.
- vii. This tender document is being issued with no financial commitment and the NIFT reserves the right to change or vary any part thereof or foreclose the procurement case at any stage.
- viii. NIFT also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security. The bid shall remain valid for a period of 6 months from the date of receipt of the bid.
- ix. In case of any clarification required relating to submission of this tender on CPP portal, the same can be sought from the following officer of NIFT:
 - **Assistant Director (Admin)**, National Institute of Fashion Technology, Head Office, Near Gulmohar Park, Hauz Khas, New Delhi – 110016; Phone No. 011-26542016/2018; email id: ad.admin.ho@nift.ac.in.

4. EARNEST MONEY DEPOSIT (EMD):

- i) The bidder will be required to deposit a further sum of ₹ **75000/-** (Rupees Seventy-Five Thousand only) towards Earnest Money deposit in the form of Demand Draft/Banker Cheque, Fixed Deposit Receipt, Bank Guarantee in favor of 'National Institute of Fashion Technology' and payable at New Delhi. The bidder can also submit the EMD online in NIFT account as per bank details given below:

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

Note: The Scanned copy/proof of the same shall be uploaded online by bidder in the technical bid. No other mode of application will be considered and application will not be accepted.

ii) **EMD EXEMPTION:** MSE/Startup are eligible for EMD exemption after submitting the valid registration certificate/startup recognition certificate.

iii) The EMD shall be forfeited if:

- a. The bidder withdraws his bid during the period of bid validity.
- b. In the case of successful bidder, if he fails to furnish the required Security Deposit within the specified time limit.

iv) The EMD of the successful bidder shall be retained towards making of the performance security deposit for the performance of the contract and shall be discharged after submission of the required security deposit.

5. DISCLAIMER

The information contained in this e-tender or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of NIFT or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender is not an agreement or an offer by NIFT to the prospective Bidders or any other person. The purpose of this e-tender is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this e-tender. This e-tender includes statements, which reflect various assumptions and assessments arrived at by NIFT in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this E-TENDER and obtain independent advice from appropriate sources.

Information provided in this E-TENDER to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NIFT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

NIFT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the E-TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this E-TENDER or arising in any way in this Selection Process.

NIFT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this E-TENDER. NIFT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this E-TENDER.

The issue of this E-TENDER does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the bids without assigning any reasons whatsoever and cancel the entire tender process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NIFT Authority or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and NIFT Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the bid, regardless of the conduct or outcome of the Selection Process.

6. SCOPE OF WORK

i) Advertising Agency shall have to release the press release / advertisement in print, voice, electronic and other media for NIFT-Head Office and its Campuses which may be related to Admissions, Recruitments, Tenders and various events assigned to NIFT or any other coverage as required by NIFT.

As the matters are strictly time bound, the Agency will be required to execute the work in stipulated time and advertise as per specific direction on DAVP rates as applicable. If DAVP rates are not available and only commercial rates are only applicable for any particular assignment, then the agency will be required to provide specific reason / justification, supported by authoritative document or extract of official communication received from appropriate authority. The agency will also be required to prepare plan of publication / schedule of release or broadcast in consultation with NIFT.

The National Institute of Fashion Technology is a registered client under the Ministry of Textiles, Govt. of India with Head No. 41107. In case the Publishers (Print / Electronic Media) are unable to publish the advertisement of applicable DAVP/CBC rates, the proposal for advertisement at most competitive commercial rates should be submitted by the agency giving full justification or clarification from CBC that DAVP rates in the given condition / circumstances are not applicable for the advertisement in question.

ii) The execution of job by the agency is to be time bound and with all required information so as to avoid the delay or duplication. At times, the Agency may be required to execute the task at very short notice, weekends or holidays. The Agency should be sincere and prompt at call of the NIFT.

- i. No artwork charges will be on payment basis.
- ii. The Agency shall keep all the information of the NIFT **CONFIDENTIAL** and shall not divulge / divert the same to any outsider or person, not being duty bound by law, not required to possess the same without permission of NIFT.

7. Technical Eligibility Criteria

The following is the eligibility criteria:

- i. Advertising agency should be active for minimum last 7 years as Fully Accredited by Indian Newspaper Society with operational Office in New Delhi / NCR. Franchisees cannot apply.
- ii. The agency should have experience of providing advertising services to minimum 2 Recognized Universities, Scientific / Technical & Management Institutes.
- iii. Advertising agency should have experience in handling job of press advertising & media released of a single contract of amount not less than rupees 30 lakhs and at least two jobs of press advertising contract of amount not less than Rupees 20 Lakhs each in last three consecutive financial years i.e. 2022-23, 2023-24 and 2024-25.
- iv. Advertising agency should have experience in coordinating at least one International media released for any Education / PSU / reputed organization account of repute in the last three consecutive years i.e. 2022-23, 2023-24 and 2024-25.

- v. The Advertising agency should have experience of have providing its services on DAVP rates to at least two Govt. department.
- vi. The average annual turnover of Advertising agency should be minimum Rupees 01 Crore during the three consecutive financial years i.e. 2022-23, 2023-24 and 2024-25.
- vii. The advertising agency applying for empanelment should not have been blacklisted by any organization.
- viii. The advertising agency has to provide tender acceptance letter.
- ix. The company is required to submit the copy of PAN No., GST No. etc. in support of other documents.
- x. The company has to deposit the requisite Earnest Money Deposit Receipt **OR** MSE/Startup seeking EMD relaxation to attach MSE registration certificate/ Startup recognition certificate.

In support of above eligibility criteria, the agency has to provide the requisite documents as provided in Annexure-II.

8. SUBMISSION OF BID

TECHNICAL BID: The documents shall be submitted online as per details provided in **Annexure I** and **Annexure II** in “Technical cover” in CPP Portal only.

FINANCIAL BID: Price Bid/ Financial Bid/BOQ inclusive of taxes shall be submitted online in “Finance cover” in CPP Portal only.

9. FINANCIAL / PRICE BID EVALUATION

9.1 The Financial / Price Bid (inclusive all cost) should be submitted in **BOQ format only in the Finance cover/section in CPP Portal** and **shall not to be clubbed with technical bid failing which bid shall stand cancelled**, without any relaxation.

9.2 Weightage:

- i. 80% weightage will be given to the Commercial card rate discount offered by the agency.
- ii. 20% weightage will be given to the DAVP card rate discount offered by the agency.
- iii. Score will be calculated based on $0.8 \times \text{Commercial card discount rate} + 0.2 \times \text{DAVP card rate discount}$

9.3 The award of the contract will be given to the agency with highest overall score as per 80:20 weightage selection criteria mentioned above. In case of a tie, the agency with higher commercial card discount rate will be given preference, if approved by NIFT's competent authority.

10. Relaxation of Norms for Micro & Small Enterprises (MSEs) and Startups on Prior Experience & Turnover Criteria:

10.1.1 For MSEs:

- i) In line with Policy Circular No. 1(2) (1)/2016-MA dated 10th March 2016 of the Ministry of Micro, Small & Medium Enterprises on “Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience and Prior Turnover Criteria”, the Criteria of Prior Turnover and Prior Experience are relaxed for MSEs, subject to meeting of quality and technical specifications as amended from time to time.
- ii) The MSE bidders will be offered relaxation from Prior Experience Criteria, provided the bidder submits document such as MSE registration certificate to prove bidder’s registration in trade similar to the tendered job.
- iii) MSE bidders will be offered relaxation from Prior Turnover Criteria, provided the bidder submits document such as MSE registration certificate.

10.1.2 For Startups:

- i) In line with DPE O.M. No. DPE/7(4)/2007-Fin dated 08-11-2016 on “Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience - Prior Turnover criteria” and as per Section 2.1(5) of “Action Plan for Startup India” announced by the Government of India in Jan 2016, the Criteria of Prior Turnover and Prior Experience are exempted for the Startups, subject to meeting of quality and technical specifications.
- ii) The Startup bidders shall be offered exemption from Prior Experience Criteria, provided the bidder submits document such as Startup recognition certificate to prove bidder’s recognition in trade similar to the tendered job.
- iii) Startup bidders shall be offered exemption from Prior Turnover Criteria, provided the bidder submits document such as Startup recognition certificate.

11. COMPLIANCE WITH THE LAWS & REGULATION

The Agency will be required to follow professional ethics and regulatory rules/ laws, if any, while dealing with NIFT and ensure confidentiality in matters that may become detrimental/ cause loss or damage to the interest/ image of NIFT in any manner.

12. PENAL CLAUSE

In case of delay in completion of Services or any services is not found as per requirement, NIFT may impose penalty on the Agency. If the agency fails to complete the work of the required quality in the specified time limit, the order already issued will be liable to be cancelled and security money may also be forfeited commensurate to the extent of failure. NIFT, however, may accept the delay with the following penalty clause.

- a) If due to delay in performing service by the agency as per schedule, an alternate arrangement is made by NIFT, the extra expenditure so incurred by NIFT shall be recovered from the agency, either by deduction from their bill or security deposit or made good by the agency by paying the said amount by any acceptable & valid financial instrument.
- b) Penalty at the rate 0.5% per day of delay subject to maximum of 10% computed on the value of that particular order.

13. TERMINATION OF CONTRACT

- (a) NIFT reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NIFT from Security Deposit or pending bill or by raising a separate claim as the case may be.
- (b) In case of failure to comply with the terms and conditions of the agreement, a notice shall be issued to the Advertisement Agency by NIFT. If non-compliance continues by the Agency, the final notice shall be issued. Continued default after the final notice shall be treated as a breach of contract, leading to immediate termination of the agreement and blacklisting of the Advertisement Agency.

14. PERFORMANCE SECURITY DEPOSIT

- i) The successful tenderer shall deposit 5% of the quoted price of the Tender as Performance Security with NIFT within 10 days after award of work in the form of [Insurance Surety Bond] Account Payee Demand Draft (in favour NIFT, payable at New Delhi), Fixed Deposit Receipt from a Commercial bank, Bank Guarantee [including e-Bank Guarantee] from a Commercial bank or online payment in an acceptable form. Performance Security shall remain valid for a minimum period of sixty(60) days beyond the date of completion of all contractual obligations as per GCC. No interest shall accrue on this deposit.

- ii) EMD of successful bidder may be converted into Security Deposit on written request to the Competent Authority. Security Deposit should remain valid for a period of 60 days beyond contractual obligations of the agency.
- iii) EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

15. CONCILIATION/ ARBITRATION

- 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 and settlement through a committee appointed by NIFT.
- 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 are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by NIFT with the mutual consent of the other party. If the parties fail to reach agreement on the appointment within thirty (30) days of the commencement of arbitration proceedings, the appointment shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto.
- iii) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- iv) The venue of the arbitration shall be New Delhi, India and the language of the arbitration proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- v) The arbitrator will give the speaking and the reasoned Award. The arbitral award shall be final and binding on both parties. The Parties will not be entitled to any pendente-lite interest during arbitration proceedings.

16. FORCE MAJEURE

- i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

- ii) The term “Force Majeure” as employed herein shall mean acts of God. War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NIFT and the Advertising Agency.
- iii) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 Hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NIFT shall have the option of canceling this contract in whole or part at his discretion without and liability at his part.
- iv) Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

17. APPLICABLE LAW AND JURISDICTION

- i. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- ii. No alternative offer shall be considered.
- iii. NIFT reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without assigning any reason or without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NIFT action. No claim whatsoever will be entertained / paid by the NIFT to the bidder (s).
- iv. Any clarification on the documents may be obtained from: -
Assistant Director (Admin.)
National Institute of Fashion Technology
NIFT Campus, Head Office, Hauz Khas, New Delhi – 110016.
Tel: 011-26542016, 26542018
e-mail: ad.admin.ho@nift.ac.in
- v. After award of work, the Agency will be required to enter into a Contract with NIFT within 1 month on the terms and conditions as detailed in the tender document.
- vi. On award of work order, the selected bidder needs to submit declaration under anti profiteering applicable as per GST laws.

Annexure - I

Details of Bidder

S.No	Particulars	Details to be Provided by bidder
1	Name of the Agency	
2	Registered Office	
3	Nature of Agency (Ltd. Co., Partnership etc.) (Attach copy of partnership Deed/Certification of Incorporation)	
4	Year of Establishment as INS	
5	Registration Number, if any/Trade License No. (Attach photocopy)	
6	Address of Communication	
7	Telephone number of the contact : Person (Mobile number if any)	
8	Name of Director /Proprietor /Partners (With address and telephone No.)	
9	Permanent Account Number	
10	GST No.	

I/We do hereby certify that the information as provided above in the proposal is true in all respects. In case of furnishing of any false information or suppression of any material information, the proposal shall be liable for rejection. Besides initiation of penal proceeding by NIFT, if deems proper.

(Signature of the authorized person with office seal)

CHECK LIST FOR SUBMISSION OF E-TENDER

S.No	Particulars	Details to be provided by bidder	
1	Advertising agency should be active for minimum last 7 years as Fully Accredited by Indian Newspaper Society with operational Office in New Delhi / NCR. Franchisees cannot apply	Enclosed a copy of proof	Page No.
2	The agency should have experience of providing advertising services to minimum 2 Recognized Universities, Scientific / Technical & Management Institutes	Enclosed a copy of proof	Page No.
3	Advertising agency should have experience in handling job of press advertising & media released of a single contract of amount not less than rupees 30 lakhs and at least two jobs of press advertising contract of amount not less than Rupees 20 Lakhs each in last three consecutive financial years i.e. 2022-23, 2023-24 and 2024-25	copy of work order to be enclosed	Page No.
4	Advertising agency should have experience in coordinating at least one International media released for any Education / PSU / reputed organization account of repute in the last three consecutive years i.e. 2022-23, 2023-24 and 2024-25.	work order & related Documents to be enclosed as proof	Page No.
5	The Advertising agency should have experience of have providing its services on DAVP rates to at least two Govt. dept.	proof to be enclosed	Page No.
6	The average annual turnover of Advertising agency should be minimum Rupees 01 Crore during the three consecutive financial years i.e. 2022-23, 2023-24 and 2024-25	CA Certificate with Audited statement to be enclosed	Page No.
7	Declaration of ineligibility for blacklisting on letterhead	Submit Annexure III	Page No.
8	Tender acceptance letter on letterhead	Submit Annexure IV	Page No.
9	Copy of PAN Card & GST Registration Certificate	Scan copy to be attached	Page No.
10	Earnest Money Deposit Receipt OR MSE/Startup seeking EMD relaxation to attach MSE registration certificate/ Startup recognition certificate.	Scan copy to be attached	Page No.
11	Certificate of Incorporation /Registration of Agency	Scan copy to be attached	Page No.

Any other information which you would like to add (may be given on a separate page)
(Supporting Documents to be attached duly signed by the authorized signatory of the organization)

(Signature of the authorized person with office seal)



Annexure III

FORMAT FOR DECLARATION OF INELIGIBILITY FOR CORRUPT OR FRAUDULENT PRACTICES/BLACKLISTING *(on the company's Letterhead)*

[Location, Date] From:

[Name of the Firm] To:

Assistant Director (Admin) HO,
National Institute of Fashion Technology
NIFT Campus, Near Gulmohar Park,
Hauz Khas,
New Delhi – 110 016.

Subject: - Declaration of ineligibility for corrupt or fraudulent practices/Blacklisting.

Sir,

This has reference to the NIFT's BID No.....for Engagement of Agency. In this context, I am the authorized representative of the company, declare that presently Company/ firm is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time or change its name after blacklisting, or had work with drawn, by any State/ Central Government/ PSU. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender, if any to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorized Signatory

Name.....

Seal:

Date & Place



Annexure - IV

Tender Acceptance Letter (on the company's Letterhead)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas.....(hereinafter called the “tenderer”) has submitted their offer datedfor (hereinafter called the “tender”) against the purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE of..... having our registered office at are bound unto **National Institute of Fashion Technology** (hereinafter called the “Purchaser”) in the sum of -----for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20..

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

.....
Name and designation of the officer

.....
Seal, Name & Address of the Bank and Address of the Branch

Annexure – VI

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 ----- (here in after referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NIFT's Letter of Intent No.-----dated-----and the same having been unequivocally accepted by the contractor resulting in a 'Contract' bearing No.-----dated valid at Rs. _____ (Rupees _____ only) for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. ----- (Rupees ----- --value of the contract to NIFT, we having its Head Office at presson 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 up to 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.

1. 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.
2. 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.
3. 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.
 4. 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.
 5. 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.
 6. This guarantee shall continue and hold good until it is released by NIFT on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor has discharged all their obligations under the said Contract and produced a certificate from NIFT's representative certifying the due completion of the work under the said contract and submitted 'No-demand Certificate' provided always that unless extended this guarantee shall remain in force till----- should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NIFT to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of the guarantee on NIFT's request till such time as may be required by NIFT.
 7. 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.

Annexure VII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same

is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
