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राष्ट्रीय फैशन प्रौधोगिकी संस्थान

ि निफ्ट कैंपस, दूरभाष नगर, आईटीआई परिसर, रायबरेली - 229010 (फोन: 0535-2702426)

NIFT/RBL/PUR/02/AD/Purchase of Classroom & Lab Equipment/2020-21 दिनांक: 09.06.2021

आमंत्रित ई-निविदा सूचना

<u>निफ्ट रायबरेली में "लेजर कटिंग मशीन (धातु)" हेतु निविदा आमंत्रित करने की सूचना</u>

राष्ट्रीय फैशन प्रौधोगिकी संस्थान रायबरेली(निफ्ट) की ओर से दिपद्दति प्रणाली पर आधारित निविदा "लेजर कटिंग मशीन (धातु)" आपूर्ति एवं इंस्टालेशन के लिए विश्वसनीय एवं अधिकृत डीलर/निर्माता कम्पनी/फर्म को निफ्ट रायबरेली ऑनलाइन ई-निविदा हेतु आमंत्रित करता है| ई-निविदा नोटिस और ई-निविदा दस्तावेज CPP पोर्टल (सीपीपीपी) एवं निफ्ट की वेबसाइट <u>https://nift.ac.in/raebareli.</u> पर उपलब्ध है| निविदाकारों से अनुरोध है कि निविदा सूची में दरों को अंकित करने से पूर्व वे ई-निविदा दस्तावेज के अंग्रेजी माध्यम में दिए गए निर्देशों एव शर्तों को सावधानीपूर्वक पढ़ लें; और उसके बाद ही बोली दर अंकित करें। निविदा के लिए आवेदन केवल ऑनलाइन माध्यम <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal) से ही स्वीकार किया जाएगा, कोई अन्य माध्यम स्वीकार नहीं किया जाएगा, निफ्ट संस्थान में गठित समिति के पास बिना किसी कारण बताए पार्टियों/फर्म/एजेंसीयो/निविदाकार को स्वीकार या अस्वीकार करने का अधिकार आरक्षित है।

<u>ई-निविदा अमंदरण की समय सारणी:</u>

ऑनलाइन निविदा जमा करने की प्रारम्भिक तिथि:-	<mark>09.05.2021 सायं: 06:00 बजे</mark>
ऑनलाइन निविदा जमा करने की अंतिम तिथि:-	01.07.2021 अपराहन 03:00 बजे
निविदा प्रपत्र खुलने का तिथि एव समय (तकनीकी)-	<mark>02.07.2021 अपराहन 3:30 बजे</mark>
वित्तीय निविदा प्रपत्र खुलने की तिथि एव समय -	तकनीकी योग्यता पूर्ण करने वाले निविदाकरो
	को अधिसूचित किया जाएगा ।

नोट: बयाना/अग्रिम राशि <mark>रु.60,000/-</mark> डिमांड ड्राफ़/बैंकर चेक **के प्रारूप में नि**फ्ट, रायबरेली के पक्ष में देय होगा।

मूल डीडी राशि को एक बंद लिफाफे में रख कर जिस पर टेंडर संख्या, दिनांक...... एवं "निफ़्ट रायबरेली के एफ॰&एल॰ऐ॰ (ऐ॰डी॰) विभाग के लिए "लेजर कटिंग मशीन (धातु)" सुस्पष्ट शब्दों में अंकित हो, दिनांक 01.07.2021 को अपराहन 03:00 बजे या उससे पहले निम्नलिखित पते पर प्रेषित कर दे:-"सयुक्त निदेशक, राष्ट्रीय फैशन प्रौधोगिकी संस्थान, दूरभाष नगर, रायबरेली- उत्तर प्रदेश, पिन 229010"

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

ऑनलाइन आवेदन से पूर्व फर्म को <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal) पर पंजीकृत होना सुनिश्चित करे ।

<u>नोट:</u> निविदाकर्ता को सभी संबंधित निविदा दस्तावेजों (केवल तकनीकी निविदा) की विधिवत स्वप्रमाणित प्रतियां भौतिक रूप में भी (जो ऑनलाइन निविदा के साथ जमा की जा रही हैं) आवश्यक ईएमडी के साथ निविदा खुलने की तिथि पर या उससे पहले जमा करनी होंगी (मूल्य निविदा- Price Bid को छोड़कर)। उपरोक्त दस्तावेजों के संलग्न होने का प्रमाण प्रस्तुत नहीं करने वाले ठेकेदारों के निविदा दस्तावेज बिना किसी सूचना के खारिज किए जाने के लिए वे स्वयं उत्तरदायी होंगे।

किसी भी विसंगति (दस्तावेजों की कमी आदि) के मामले में, केवल ऑनलाइन जमा किए गए दस्तावेजों को ही मूल्यांकन के लिए विचार किया जाएगा।

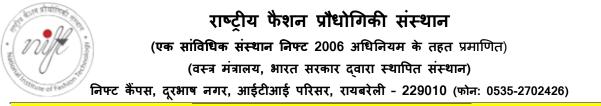
(क्रय अधिकारी)

निफ्ट रायबरेली

सूचना: यह ई-निविदा <mark>24</mark> पृष्ठो (के सहित) की है, निविदाकारों से अनुरोध है की सभी पृष्ठो पर हस्ताक्षर कर उसकी scanned copy ऑनलाइन जमा करें।

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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NIFT/RBL/PUR/02/AD/Purchase of Classroom & Lab Equipment/2020-21 दिनांक: 09.06.2021

Notice Inviting E-Tender

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for supply and installation of **"Laser Cutting Machine (Metal)"** to NIFT Rae Bareli Centre from the **Manufacturers/Authorised Dealers/Firms** of the machine/equipment 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/raebareli</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:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	<mark>09.06.2021</mark>
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	01.07.2021 up to 3.00 PM
Date and time of opening of tender (Technical Bid)	02.07.2021 up to 3.30 PM
Opening Date and Time of Financial Bid(s)	will be notified to the technically
	qualified bidders only
Earnest Money Required : Rs. 60,000/-	in the form of Demand Draft /
	Banker Cheque in favour of NIFT,
	payable at Raebareli to be sent in
	the envelope on or before last date
	i.e. <mark>01.07.2021 at 03:00 PM</mark> .

<u>Note:</u> Demand Draft / Banker Cheque of EMD in original must be sent in the envelope with caption 'Tender no.........' & Date......... and **"Procurement of Laser Cutting Machine (Metal) for F&LA(AD) Department**, NIFT Raebareli Campus" and address to the **"Joint Director, National Institute of Fashion Technology, NIFT Campus, Doorbhash Nagar, Raebareli-229010**" on or before the last date of bid submission date i.e. 01.07.2021 at 03:00 PM.

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

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

<u>Note</u>: The tenderer must submit duly self attested copies of all the relevant documents separately along with tender documents (Only Technical bid) in physical form also (which are being submitted with Online tender) along with required EMD on or before the opening date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.

In case of any discrepancy (shortfall of documents etc.), documents submitted online will only be considered for evaluation.

(Purchase Officer) NIFT-Raebareli

Note: This tender document contains 24 pages (Total no. of pages including Annexures) and bidders are requested to submit the signed and scanned all the pages.

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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5.	Document Required	<mark>9</mark>
6.	Terms & Conditions	<mark>9-13</mark>
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10.	Annexure-I – Technical Bid	<mark>15-16</mark>
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I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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, Rae Bareli campus was established in the year 2007 and imparting education to 4 (Four) undergraduate and 1 (One) post graduate programmes. NIFT Donations are exempted u/s 80 (G) of Income Tax Act. and registered with DSIR, NIFT is entitled for Custom/Central Excise duty Exemption.

2. NOTICE INVITING E-TENDER

National Institute of Fashion Technology (NIFT), Raebareli invites online e-Tender in two Bid systems for supply of **"Laser Cutting Machine (Metal)"** for its Fashion & Lifestyle Accessories (Accessories Design) Department in NIFT Raebareli campus from the Manufacturers/Authorised Dealers/Firms of the same machine/equipments 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 be accepted only through the online mode <u>https://eprocure.gov.in/eprocure/app</u> (CPPP Portal). No other mode of tender shall be considered and such tender shall not be accepted. However, the required EMD in original demand draft must be sent in the envelope with caption 'tender no.' and EMD address to the "Joint Director, NIFT Campus, Doorbhash Nagar, Raebareli-229010 on or before the last date and time of bid submission date.

Time Schedule for Tender Process:

OPENING DATE FOR ONLINE SUBMISSION OF TENDER	<mark>09.06.2021</mark>
CLOSING DATE FOR ONLINE SUBMISSION OF TENDER	01.07.2021 up to 3.00 PM
Date and time of opening of tender (Technical Bid)	02.07.2021 up to 3.30 PM
Opening Date and Time of Financial Bid(s)	will be notified to the technically
	qualified bidders only
Earnest Money Required: Rs. 60,000/-	in the form of Demand Draft / Banker Cheque / FD / <i>BG</i> in favour of NIFT, payable at
	Raebareli to be sent in the
	envelope on or before last date
	i.e. <mark>01.07.2021 at 03:00 PM</mark> .

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.

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

3. PROCESS OF ONLINE REGISTRATION & SUBMISSION OF BIDS

- Interested bidders should apply online and submit their tender and the bids along a) with scanned copies of all the relevant certificates, documents, etc. in support of their technical price bids all dulv signed the & on _ _ 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/raebareli.
- 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 and Encryption both.
- f) The bidder should ensure that it complies with the above requirements before applying for tender upto 01.07.2021.
- g) Demand Draft / Banker Cheque / FD of EMD in original must be sent in the envelope with caption 'Tender no..........' & Date......... and "Procurement of Laser Cutting Machine (Metal) for F&LA(AD) Department, NIFT Raebareli Campus" and address to the "Joint Director, National Institute of Fashion Technology, NIFT Campus, Doorbhash Nagar, Raebareli-229010" on or before the last date of bid submission date i.e. 01.07.2021 at 03:00 PM. The scanned copy of the original EMD DD should be uploaded alongwith Tender Documents.
- h) Online submission of technical bid contain in prescribed Performa as per Annexure I (Technical Bid) along with scanned copies of Demand Draft / Banker in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY and payable at Raebareli towards Earnest Money Deposit (refundable but non-interest bearing) with all relevant documents.

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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i) The tenderer must submit duly self attested copies of all the relevant documents separately along with tender documents (Only Technical bid) in physical form also (which are being submitted with Online tender) along with required EMD on or before the opening date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.

In case of any discrepancy (shortfall of documents etc), documents submitted online will only be considered for evaluation.

- j) Online financial bid may be submitted/filled separately as per Annexure II (Financial Bid).
- k) 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.
- 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: Purchase / Supply order will be awarded to the L1 bidder/s who will quote lowest rate in Indian Rupees (INR) / US Dollar (CIF) for the Machine. CIF Rates quoted in US Dollar only and should be all inclusive in case of imported items for CIF from origin Country / City to NIFT, Raebareli. Bidder will be responsible for the custom clearing charges and Freight Charges between origin Country / City to Final Destination i.e. NIFT, Raebareli and it is the responsibility of the L-1 bidder to get exemption of custom duty from concerned authorities in favor of NIFT as NIFT is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing custom duty exemption. In case, price is quoted in US Dollar, Selling exchange rate of US Dollar on the date of opening of price bid will be considered to calculate the equivalent amount in Rupees for the purpose of evaluation of commercial bid only.

The NIFT is also eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued to the successful bidder after award of the Contract. Tenderers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST: 5% (Five Percent) Notification No. and date: TU/V/RG-CDE(593)/2020 dated 26/10/2020

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

5. DOCUMENTS REQUIRED

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

- (i) The Proof of Annual turnover of at least Rs.25.00 Lakhs per year for the last three financial years i.e. 2017-18, 2018-19 & 2019-2020 in the form of certificate duly certified by Chartered Accountant (Submit original scanned copy online).
- (ii) A list of organizations where the bidder has provided/supplied the Machine items (Submit original scanned copy online).
- (iii) For any imported machine(s), the vendor should have an authorization certificate from the Manufacturing Company and should enclose a copy of the same with the Technical bid.
- (iv) At least two supply orders of similar category of Machines supplied in Govt. / PSU / Autonomous bodies / undertaking / Private Sector during the last 5 years from 2016 to 2021 with minimum value of Rs.15.00 Lakhs or above for each Machine (Submit original scanned copy online).
- (v) Copy of Registration Certificate in support of GST and PAN No. (Submit original scanned copy online).
- (vi) The bidder shall be required to deposit the Earnest Money Deposit (EMD) amount of Rs. 60,000/- (Rupees Sixty Thousand Only) in form of Demand Draft / Banker Cheque in favour of NIFT payable at Raebareli.
- (vii) Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like "NSIC, MSME etc." (Submit original scanned copy online).
- (viii) Declaration on the Company letter head that the bidder has not been debarred / blacklisted 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 - IV. (Submit original scanned copy online).

6. Terms & Conditions:

1. NIFT is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing custom duty exemption in terms of Government Notification No. 51/96- Customs dated 23 July, 1996 and Central Excise Duty exemption in terms of Government Notification No. 10/97 - Central excise dated 1 March, 1997. In case the L-1 bidder imports the machine(s) for supply to NIFT, the said machine(s) will be imported directly in the name of NIFT. Tenderers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST: 5% Notification No. and date: TU/V/RG-CDE(593)/2020 dated 10/09/2020

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

- 2. CIF Rates quoted in US Dollar only and should be all inclusive in case machine is imported for CIF from origin Country / City to NIFT, Raebareli. Bidder will be responsible for the custom clearing charges and Freight Charges between origin Country / City to Final Destination i.e. NIFT, Raebareli and it is the responsibility of the L-1 bidder to get exemption of custom duty from concerned authorities in favor of NIFT as NIFT is registered with the DSIR for the purpose of availing custom duty exemption.
- 3. The delivery of equipment has to be at following address:

National Institute of Fashion Technology, Raebareli NIFT Campus, Doorbhash Nagar, Sector - 2 Raebareli PIN-229010, Uttar Pradesh

- 4. The bidders shall ensure that he himself or his authorized representative is available for proper handing over the supplies / consignments at NIFT Raebareli. The supplier will also arrange to train NIFT Staff for operation of machine.
- 5. The pre-inspection / post inspection of the machine may be undertaken by an authorized representative(s) from NIFT Raebareli and the machine shall be accepted only after the machine is certified 'OK' by the Inspecting team of NIFT.
- 6. The installation of the machine with proper demonstration shall be the responsibility of the bidder and it should be certified as in working condition by the consignee after the installation.
- 7. Delivery is required to be completed within 12 weeks from the date of receiving of supply in case of indigenous machine and 12 weeks after opening of the LC in case of imported machine. In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the order. The NIFT reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle Procuring Entity 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 delayed goods unless extension is obtained in writing from the NIFT on valid ground before expiry of delivery period.
- 8. **Comprehensive Warranty:-** The built-in warranty should be of at least of three (03) years or as per OEM whichever is higher.
- Support / Service:- Quoted rates should be inclusive of delivery at NIFT, Raebareli, packaging, Labour Charges, installation, training, configuration etc. as per Financial Bid (Annexure II) on site after sales service & support to be provided as and when

I ACCEPT ALL TERMS & CONDITIONS MENTIONED IN ABOVE TENDER DOCUMENTS

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required for at least one year or as per OEM whichever is higher. Call should be attended within 2-3 hours from the time of logging of call.

10. The rates quoted should be inclusive of delivery, installation and training at NIFT Raebareli including all taxes, GST, wherever applicable, will be paid by NIFT. Further the bidder will provide GSTIN number 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.

The NIFT is also eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued to the successful bidder after award of the Contract. Tenderers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST: 5% Notification No. and date: TU/V/RG-CDE(593)/2020 dated 26/10/2020

- 11. L1 bidder will be decided on the basis of lowest rate quoted by the bidder for the machine as per criteria mentioned in Price Bid **(Annexure II).**
- 12. No overwriting, correction, insertion shall be permitted in any part of the tender document.

13. <u>NIFT Raebareli GSTIN – **09AAATN2067J1ZE**</u>

- 14. In the absence of required EMD cost, bid shall be deemed to be invalid & will be rejected by NIFT. The EMD will be returned to the bidders except the successful bidder as soon as the tender for supply of machine is finalized. No interest shall accrue to this deposit which will be returned after completion of the work and after adjusting dues, if any.
- 15. The Earnest Money Deposit of the successful bidder shall be forfeited if the bidder : -
 - Withdraws tender offer before finalization of the same.
 - Fails to accept the tender, if his/their tender is accepted by NIFT Raebareli
 - Fails to deposit the security deposit within stipulated time limit and the firm will be black listed.
- 16. The date of the Demand Draft / Banker Cheque / FD / BG should be after the publication of this tender.
- 17. Late tenders will not be considered at all.
- 18. The L1 bidder shall deposit 5% **of the total value of supply order/purchase order** as Security Deposit (refundable but non-interest bearing) in the form of Demand Draft /

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Fixed Deposit receipt from a Commercial Bank / BG (Format enclosed at **Annexure – III**) receipt from a Commercial Bank in favour of NIFT payable at Raebareli, within 15 working days after receipt of supply order. No interest shall be paid on security deposit which will be returned after expiry of guarantee/warranty period.

- 19. National Institute of Fashion Technology, Raebareli 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.
- 20. 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.
- 21. Conditional Bids/Vague offers like "**Duties as applicable**" shall not be considered.
- 22. NIFT, Raebareli reserves the right to cancel the bid.
- 23. Performance Security will remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier including warranty period.
- 24. If the supply is not executed after accepting the same, earnest money (EMD) will be forfeited in full and supply will be got executed at firm's risk from some other firm. The firm shall also be liable to be black listed.
- 25. The supply of machine should be according to the specifications provided in the tender document. If the supply of machine is not executed as per specifications, suitable deductions will be made or the order shall be rejected by NIFT, as the case may be, at the cost of firm's risk.
- 26. NIFT if considered necessary, may get the supplied machine 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.
- 27. The payment of imported item shall be made by means of LC at Usance (45 days from the date of Bill of lading) in favour of the foreign supplier. All expenses of LC outside India will be borne by the supplier. The payments are to be released on production of satisfactory installation certificate issued by NIFT. A condition to this effect will be incorporated in the LC.
- 28. The full and final payment shall be made after delivery and installation of the machine at NIFT, Raebareli & submission of required security deposit and acceptance of the machine in good condition on the basis of certification by the concerned department.

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- 29. **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/MSME/MSE/NSIC in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.
- 30. 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 will be followed by NIFT and the same will be binding on the tenderers.
- 31. Training of NIFT Raebareli official/officer will be provided at NIFT Raebareli campus by the supplier/vendor at the time of installation of machine/equipment.
- 32. The clause of Force Majeure will be applicable as per rules/guidelines issued by GOI from time to time.

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.

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 Director NIFT Raebareli Centre.
- (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 Director – NIFT Raebareli Centre.
- (iii) 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.
- (iv) The venue of the Arbitration shall be based upon the NIFT Raebareli. 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 supplier.

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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 Raebareli.

- (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.
- (ii) The agency should not sublet the work or any part of the work to any other agency without written consent of NIFT.
- (iii) Decision of the Director-NIFT Raebareli 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.

9. <u>VALIDITY</u>

- (i) Rates quoted should be valid for a period of 03 (Three) months from opening of Financial Bid.
- (ii) The Tender should be submitted and signed by a duly authorized person, giving full name of the firm with its current business address.
- (iii) 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.
Signature of Tenderer :
Name of the Authorized Signatory :
Name of the Company/Firm :
Seal of the Company/Firm :
Address :
Contact No.:

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<u>Annexure – I</u>

<u>Technical Bid for Procurement of <mark>01 No. of Laser Cutting Machine (Metal)for Fashion &</mark> Lifestyle Accessories (Accessory Design) Department at NIFT, Raebareli.</u>

Name of the Agency :
Name of the authorized person :
Name of the authorized person :
(Who signs on the tender document)
Address of the Agency :
Address of the Agency :
Phone No :
email- address :
Mobile No. :

Eligibility Criteria for Selection:-

S. No.	Documents to be submitted	Proof Required
1.	The Proof of Annual turnover of <mark>at least</mark> Rs.25.00 Lakhs per year for the last three financial years i.e. 2017-18, 2018-19 & 2019-20 in the form of certificate duly certified by Chartered Accountant.	Submit original scanned copy online
2.	A list of organizations where the bidder has currently provided / supplied the Machine items	Submit original scanned copy online
3.	At least two supply order of similar category of Machine supplied in Govt./ PSU / Autonomous bodies / undertaking / Private Sector during the last 5 years from 2016 to 2021 with minimum value of Rs.15.00 Lakhs or above of each Machine.	Submit original scanned copy of supply orders
4.	Copy of Registration Certificate in support of GST and PAN No.	Submit original scanned copy online
5.	Bidder is required to submit the Earnest Money Deposit (EMD) of Rs.60,000/- in form of DD/Banker Cheque in favour of NIFT, payable at Raebareli as mentioned in para '5' "Document Required" & sub para 'vi' mentioned therein.	Submit original scanned copy online and enclosed DD separately

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Sl. No.	Documents to be submitted	Proof Required
6.	For any imported machine(s), the vendor should have an authorization certificate from the Manufacturing Company and should enclose a copy of the same with the Technical bid.	Submit original scanned copy online
7.	A copy of brochure of the quoted machine	Submit original scanned copy online
8.	Those bidders exempted from EMD cost, submit the certificate issued by the concerned department like – "NSIC, MSME etc."	Submit original scanned copy online
9.	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 declaration to accept all the terms and conditions of tender document, as per Annexure - IV .	Submit original scanned copy online

Signature of Tenderer:-----

Name of the Authorized Signatory :-----

Name of the Company/Firm :-----

Seal of the Company/Firm :-----

Address :-----

Contact No.:-----

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<u> Annexure – II</u>

<u>Financial Bid for Procurement of 01 No. of Laser Cutting Machine (Metal) for Fashion &</u> <u>Lifestyle Accessories (Accessory Design) Department</u> at NIFT, Raebareli

Price Bid Format: The Price Bid Format as given below is required to be filled by Bidders either in Indian Rupees (INR) or US Dollar.

NIFT Raebareli GSTIN. - 09AAATN2067J1ZI

NIFT is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing custom duty exemption in terms of Government Notification No. 51/96- Customs dated 23 July, 1996 and Central Excise Duty exemption in terms of Government Notification No. 10/97 – Central excise dated 1 March, 1997 as amended time to time. In case the L-1 bidder imports the machine(s) for supply to NIFT, the said machine(s) will be imported directly in the name of NIFT.

The NIFT is also eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued to the successful bidder after award of the Contract. Tenderers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST: 5%

Notification No. and date: TU/V/RG-CDE(593)/2020 dated 26/10/2020

CIF Rates quoted in US Dollar only and should be all inclusive in case of imported items for CIF from origin **Country / City** to NIFT, Raebareli. Bidder will be responsible for the custom clearing charges and Freight Charges between origin **Country / City** to Final Destination i.e. NIFT, Raebareli and it is the responsibility of the L-1 bidder to get exemption of custom duty from concerned authorities in favor of NIFT as NIFT is registered with the DSIR for the purpose of availing custom duty exemption.

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S. No.	Name of Machine	Qty	(A)			(B)
			Price in US Dollar (CIF)			R including all axes
			(in figures)	(in words)	(in figures)	(in words)
1.	Laser Cutting Machine (Metal)	01				

Please Note : -

Specification of the above Machine may be seen at <u>Annexure - V</u>

- 1. In case, price is quoted in US Dollar, Selling exchange rate of US Dollar on the date of opening of price bid will be considered to calculate the equivalent amount in Rupees for the purpose of evaluation of commercial bid only.
- 2. Quoted rates should be inclusive of delivery at NIFT, Raebareli, packaging, Labour, installation, configuration, training etc. on site. After sales service & support to be provided as and when required for at least one year or as per OEM whichever is higher.
- 3. The rates should be indicated clearly both in Figures and in words. If there is variation between the rates in Figures and Words the lower rate will be taken for evaluation.

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.:
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<u>Annexure –III</u>

Bank Guarantee Format for Furnishing Security Deposit

(On stamp paper of appropriate value from any Nationalized Bank)

To,

M/s National Institute of Fashion Technology,

Rae Bareli,

Dear Sir,

In consideration of National Institute of Fashion Technology (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to

amounting to 10 % (Ten) percent of the total contract value.

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

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the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

- 3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
- 4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
- 5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
- 6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
- 7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
- 8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtained and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

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- 9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
- 10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
- 11. We.the said Bank further hold that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
- 12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees.....) and this guarantee shall remain in force till and unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities there under.

Dated......day of2021.

For and on behalf of Bank Issued under seal

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

<u>Tender Bid No. <mark>.....</mark></u>

- 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/eprocure/app</u> (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 ____ (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 Raebareli & its Campuses and any Government Department / Public Sector Undertaking.

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<u>Specifications of Laser Cutting Machine (Metal)</u> for Fashion & Lifestyle Accessories (Accessory Design) Department at NIFT, Raebareli

Sl. No.	Name	Specification	Brand & Model (To be quoted)
1	Laser	Maximum Working Area - 2600mm (±400mm) x	
	Cutting	1500mm (±200mm)	
	Machine	Power - 1 KW	
	(Metal)	X Axis Travel - As per working area (In between 2200mm	
		to 3000mm),	
		Y Axis Travel - As per working area (In between 1300mm	
		to 1700mm),	
		Z Axis Travel- 120 mm ±10mm (In between 110mm to 130mm),	
		Maximum Accelerate - 0.9G t 0.1G	
		Maximum Load of Working platform - 600 Kg. (±	
		150Kg.) Dimension (L x W X H) - 4000 (±500) x 2000	
		(±500) X 2000 (±500)	
		Machine Weight - Minimum 3000Kg.	
		Cutting Specification - SS Cutting Sheet from 0.5MM to	
		03+mm,	
		Copper Sheet Cutting - from 0.4MM to 1.5+M M (24	
		gauge to 15 gauges)	
		Brass Sheet Cutting - from 0.4MM to 1.5+MM (24 gauge	
		to 16 gauges)	
		Aluminum Sheet Cutting - from 0.5MM to 2+MM (24	
		gauge to 14 gauges)	
		Machine should have –	
		(1) Wi-Fi Wireless Control	
		(2) Square Rail - Famous Brand, High precision	
		(3) Servo Motor - Auto adjusting / position / speed control and internal positioning sequence etc.	
		(4) Dust Exhausting Fan - 1 Set	
		(5) SMC Pneumatic Components	

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	U
(6) Cast Aluminum Beam	
(7) Welded Bed - high strength, high precision, long life	
(8) Water cooling device - dual cooling (1 set) Function for laser source and laser head	
(9) Blade Table - Suitable for sheet metal cutting (saw tooth blade table)	
(10) Good Welded Rack	
(11) Motor Reducer - High precision, high hardness, strong, wear resistance	
(12) Output Control of Gas Output	
(13) Blade Table - Saw Tooth Blade Table, suitable for sheet metal	
(14) Roll Beads - Easy to cutting edge feeding	
(15) Auto Lubrication system - Electrical Lubrication gear pump with rational construction	
(16) Pneumatic Components - High efficient gas saving	

Note: The tenderer must enclosed the brochure of the quoted machine alongwith the technical bid.

<u>Note</u>: The tenderer must submit duly self attested copies of all the relevant documents separately along with tender documents (Only Technical bid) in physical form also (which are being submitted with Online tender) along with required EMD on or before the opening date of the tender except PRICE BID. Tender documents of contractors not producing proof of possessing above mentioned documents are liable to be rejected without any notice.

In case of any discrepancy (shortfall of documents etc), documents submitted online will only be considered for evaluation.

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