# National Institute of Fashion Technology (Ministry of Textiles, Govt. of India)

# NIFT Campus, HauzKhas, Near Gulmohar Park, New Delhi-110 016

Tender No.: 1667(02) / NIFT / HO / Hiring of Agency for Conducting NIFT Admission Examination for Ph.D/ 2021

# **NIFT**

Tender Document for Hiring of AnAgency for Assisting NIFT in Conducting Admission – 2021 for Ph.DProgramme

# **Notice Inviting E-Tender**

National Institute of Fashion Technology (NIFT) – Head Office invites Online tenders under "Two Bid System" from interested registered agencies for "<u>Hiring of Agency for Assisting NIFT in Conducting Admission -2021 for Ph.D Programme</u>" with all necessary statutory registrations, having experience of at least three years in the relevant field and should have provided related services to various reputed Organizations/Department of Government of India/Autonomous Organizations/PSU etc.

Table – I: NIT & Eligibility Criteria Document Details.

Sl. No.	Description	Details	
1.	NIT NO.	NIT NO. :- 1667(02) / NIFT / HO / Hiring of Agency for Conducting NIFT Admission Examination for Ph.D/ 2021	
2.	Earnest Money Deposit (EMD)	The bidder shall furnish the EMD / Bid security of Rupees15,000/- (Fifteen Thousand only)in the form of Demand Draft/Banker Cheque of any Indian Nationalized/ Scheduled Bank/BG(Format enclosed at Annexure-IX)/Online(Bank details is mentioned at clause No.2 (b)in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY, payable at New Delhi. It will be submitted in a sealed envelope super scribing "Hiring of Agency for Assisting NIFT in Conducting Admission – 2021 for Ph.DProgramme" and addressed to Purchase Officer, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, 2 <sup>ND</sup> Floor, B Block, NIFT Campus, HauzKhas, Near Gulmohar Park, New Delhi (HO) – 110016.	
3.	Availability of Tender Document	<ul> <li>i. A complete set of Bidding Document in English may be downloaded free of cost from Comportal (URL: <ul> <li><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and NIFNew Delhi website (UR <a href="https://www.nift.ac.in">https://eprocure.gov.in/eprocure/app</a> and NIFNew Delhi website (UR <a href="https://www.nift.ac.in">https://www.nift.ac.in</a>).</li> <li>ii. Corrigendum/addendum, if any, will be publish only on the CPP portal &amp; NIFT Website a separate communication will not be sent for the same.</li> <li>iii. Bids should be submitted online only on Comportal. Manual / physical bids will not accepted.</li> </ul> </li> </ul>	

4.	Date of Publication of Bid notification on CPP portal and NIFT website	5 <sup>th</sup> February, 2021 at 5:30 P.M.
5.	Download of Bid Document Commence from	5 <sup>th</sup> February, 2021 at 6:00 P.M.
6.	Pre-Bid Meeting	11 <sup>th</sup> February, 2021 at 2.00 P.M. through Zoom Application ( Request for seeking invite of the prebid meeting may be sent on <a href="mailto:admissions@nift.ac.in">admissions@nift.ac.in</a> scheduled through zoom application if required)
7.	Last Date & Time for online submission of duly filled in Bids	25 <sup>th</sup> February, 2021upto 3:00 P.M.
9.	Place of opening of Tender Bids	In the Office of Purchase Officer, IInd floor, (Head Office), NIFT New Delhi
10.	Date and Time of the opening Technical Bids	26 <sup>th</sup> February, 2021 at 3:00 P.M.
11.	Date and Time of the opening Price Bids	Will be notified to the Technically qualified Bidders.
12.	Eligibility Criteria	As per Annexure –VI of Technical Bid
13.	Rejection of Tender	Incomplete, ambiguous and conditional rate, late receipt of original EMD will be rejected.

### *NOTE:*

- i) The tendering authority reserves the right to accept / reject any or all tender without assigning any reason and is not bound to accept the lowest tender.
- ii) In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be rejected summarily.
- iii) All statutory taxes as applicable shall be deducted at source before payment.
- iv) All documents to be submitted should be self attested by the bidder

# **CONTENTS**

Sl.No.	Description	Page No.
1.	Introduction	6
2.	Notice Inviting Tender	6
3.	Process of Online Registration & Submission of Bids	6-7
4.	Definitions	7
5.	General Terms & Conditions	7-8
6.	Documents Required with Bid	8-10
7.	Language of Bid	10
8.	Earnest Money Deposit(EMD) & Security Deposit	10
9.	Performance Bank Guarantee (PBG)	10-11
10.	Penalty	11
11.	Bidding Document not Transferable	11
12.	Price, Taxes, Duties	11
13.	Bid Validity	11
14.	Labor Welfare and Fair Wages	11-12
15.	Pre-Bid Meeting	13
16.	Bid Evaluation Criteria	13
17.	Terms of Payment	13
18.	Conciliation/Arbitration	13
19.	Applicable Law & Jurisdiction	13
20.	Termination for Default	14
21.	Termination for insolvency	14

22.	Proforma for Acknowledgement Letter of Bidding Document – Annexure – I	15
23.	Check List for Submission of Bid – Annexure-II	16-17
24.	Bid Compliance Statement – Annexure – III	18
25.	Agency's Financial Information – Annexure - IV	19
26.	Declaration by Bidder – Annexure – V	20
27.	Technical Bid - Annexure - VI	21-22
28.	Price Bid - Annexure - VII	23
29.	Scope of Work – Annexure-VIII	24-28
30.	Bank Guarantee Format for Furnishing EMD - Annexure – IX	29
31.	Bank Guarantee Format for Furnishing Security Deposit— Annexure – X	30-31
32	Tender Acceptance Letter – Annexure – XI	32

# 1. Introduction

NATIONAL INSTITUTE OF FASHION TECHNOLOGY (NIFT), was set up in 1986 under the aegis of Ministry of Textiles, Government of India. It has emerged as a leader in fashion education with its unique ability to integrate knowledge, academic freedom, critical independence and creative thinking. Today, through its seventeen professionally managed Campuses, NIFT has spread its wings across the length and breadth of the country. NIFT provides a framework to ensure that prospective students from different parts of the country achieve their highest potential through the programmes offered.

# 2. Notice Inviting Tender

National Institute of Fashion Technology (NIFT) – Head Office invites Online tenders under "Two Bid System" from interested registered agencies for "Hiring of Agency for Assisting NIFT in Conducting Admission – 2021 for Ph.D. Programme" with all necessary statutory registrations, having experience of at least 3 years in the relevant field and should have provided related services to various reputed Organizations/Department of Government of India/Autonomous Organizations/PSU etc. as per details of Scope of Work attached at Annexure –VIII

# 3. Process of Online Registration & Submission of Bids on https://eprocure.gov.in/eprocure/app

The process of online submission of bids are available on CPP portal for bidders.

- a) The tender document can be downloaded from the NIFT's official website i.e. <a href="https://eprocure.gov.in/eprocure/app">www.nift.ac.in</a> also from https://eprocure.gov.in/eprocure/app
- b) The EMD of Rs. 15,000/- in the form of Demand Draft/Banker Cheque// BG (Format of BG Attached at Annexure IX) in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY, payable at New Delhi shall be submitted in sealed envelope superscribing "Hiring of Agency for Assisting NIFT in Conducting Admission 2021 for Ph.D. Programme" and addressed to Purchase Officer, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, 2nd Floor, B Block, NIFT Campus, HauzKhas, Near Gulmohar Park, New Delhi (HO)– 110016 on or before 25<sup>th</sup> February, 2021 upto 3:00 P.M. The bidder shall also submit the EMD online in NIFT account as per bank details given below: -

Name of Beneficiary : National Institute of Fashion Technology

Bank : Union Bank of India, Yusuf Sarai Branch, New Delhi 110016

IFSC/RTGS Code : UBIN0534064

Saving Bank A/c no. : 340602050000022

The Technical Bids will be opened on 26<sup>th</sup> February, 2021 at 3:00 PM. in the presence of such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

- c) On line submission of technical bid contain in prescribed Performa as per Annexure-VIalong with scanned copies of Demand Draft/Banker Cheque / BG(Format enclosed at Annexure IX)/Online (Bank details are mentioned above) of Rs. 15,000/- (Fifteen Thousand only) in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY and payable at New Delhi towards Earnest Money Deposit (refundable but non-interest bearing) with all relevant documents.
- d) 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.
- e) 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 summarily be rejected.
- f) In case of any further clarification required relating to this tender, the same can be sought from the following officers of NIFT: -
- DD(Admissions), National Institute of Fashion Technology, Head Office, Near Gulmohar Park, HauzKhas, New Delhi 110016 Phone No. 011-26542061. Email ID :admissions@nift.ac.in (For terms & conditions of tender document related queries).
- Assistant Director (Purchase), National Institute of Fashion Technology, Head Office, Near Gulmohar Park, HauzKhas, New Delhi 110016. Phone No. 011-26542071/26542176 and email id: <a href="mailto:purchase.ho@nift.ac.in">purchase.ho@nift.ac.in</a> (For tender submission related queries).

# 4.0 <u>Definitions:</u>

With respect to this document, the following definitions shall apply: -

- 4.1 "INSTRUCTIONS TO AGENCY" shall mean the documents describing the manner in which AGENCY/BIDDER/ TENDERER shall prepare and submit its BID.
- 4.2 "TENDER" or "BID" shall mean AGENCY'S or BIDDER'S or TENDERER'S offer to perform the WORK, in accordance with his/her Bidding Document.
- 4.3 AGENCY, BIDDER, and TENDERER have been used interchangeably in this document. "AGENCY" or "BIDDER" or "TENDERER" shall mean the person or company who submit the tender.

# **5.0** General Terms & Conditions:

- 5.1 The Agency shall ensure submission of complete information/documents at the first instance itself. NIFT reserves the right to complete the evaluation based on the details furnished by the agency without seeking any additional information.
- 5.2 The Tenderer must enclose all required documents. If not enclosed, NIFT reserves the right to reject any or all the Bids either fully or partly without assigning any reasons and is not bound to accept the lowest bid. The decision of the NIFT will be final and shall be binding on tenderers at all times and at its sole discretion.

- 5.3 Bids not received by the due date and time may be rejected and representatives of such Agency will not be allowed to attend the Bid opening.
- 5.4Tender shall be submitted in prescribed tender form online only. The tender shall be liable for rejection if not submitted in the prescribed format.
- 5.5The tender is liable to be rejected if complete information is not given there-in or if the particulars of data (if any) asked for in the Tender document are not filled in.
- 5.6 Conditional Bids/Vague offers like "Duties as applicable" shall not be considered.
- 5.7 The losses to the Institute which are directly attributable to the chosen agency shall be deducted from the bills oradjusted from the Security deposit.
- 5.8 The bidder must have working experience for conducting admission process of at least 03 years in the relevant field and should have provided related services in any Govt. / Semi Govt./ recognized Institute / organization / PSU. Bidder shall furnish documentary evidence i.e. work order / successfully completion certificate in this regard.
- 5.9The Bidder must have conducted 03 similar work of admission Test for UG / PG programmes for atleast 200 candidates in each test process along with Presentation & Interview during the last 03 years with using paper based / OMR technology in any Govt. / Semi Govt. / recognized Institute / organization / PSU. Bidder shall furnish documentary evidence i.e. work order in this regard along with completion certificate.
- 5.10List of clients in any Govt. / Semi Govt./ recognized Institute / organization / PSU where agency has provided the similar services during the last 05 years.
- 5.11The bidder/ agency should be a registered firm under various Acts.
- 5.12 The agency will be hired for conducting the Ph.D. Admission 2021 Testwhich may be extended for next year on performance basis subject to same terms and conditions.
- 5.13The price bid of the technically qualified bidders only will be opened after evaluation of technical bids. Overall lowest rates quoted by the bidder will be awarded the contract. If rates of two or more bidders are same then the bidder who is having more experience will be considered.
- 5.14 **Relaxation in turnover & Experience**:- As per the Govt., of India policy circular1(2)/2016/MA dated 10<sup>th</sup> March, 2016 relaxation shall be provided to Startups in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.
- 5.15 **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..

### 6.0 Documents Required with Bid:

Tender shall be accompanied by the relevant documents with Technical Bid (Annexure–VI) duly certified by authorized representative of the firm:-

- 6.1 Earnest Money Deposit (EMD) of Rs. 15,000/- only in the form of Demand Draft/Banker Cheque/Bank Guarantee(Format enclosed at **Annexure IX**) and Online (Bank details are mentioned above) in favour of 'National Institute of Fashion Technology' and payable at New Delhi (Submit hard copy as per clause 2 (b) and proof of scanned copy online).
- 6.2 Those bidders exempted to pay EMD cost are required to submit certificate issued by the concerned department (like-MSME, NSIC etc.) (Submit Scanned copy online).
- 6.3 Acknowledgement Letter of bidding document **Annexure** –**I**(Submit scanned copy online).
- 6.4 Checklist for submission of bid in the format attached as **Annexure-II** (Submit scanned copy online)
- 6.5 Bid Compliance Statement in the format attached as **Annexure-III**(Submit scanned copy online).
- 6.6 The Proof of Annual turnover of the Bidder Firm should not be less than Rs. 35 Lakhs per year for the last three financial years i.e. 2017-2018, 2018-2019 & 2019-2020. Proof in the form of certificate duly certified by the Chartered Accountant 2017-2018, 2018-2019 & 2019-2020 should be submitted. (Submit scanned copy online).
- 6.7 Copy of registration certificate in support of GST No. / Copy of PAN No. & Validity.(Submit scanned copy online).
- 6.8 Declaration that the bidder has not been debarred from participating in Tender anywhere in NIFT HO and its Campuses and have not been blacklisted by any Govt. / Semi Govt. / Institute/ organization as per **Annexure-IV**. (Submitted scanned copy online). If, it is subsequently established or found that the bidder has given any false information or facts or has suppressed facts or manipulated the documents etc. the Earnest Money Deposit or the Security Deposit, as the case may be, will be forfeited and no excuse/grievances what so ever will be entertained thereafter.
- 6.9 The bidder must have working experience for conducting admission process of at least 03 years in the relevant field and should have provided related services in any Govt. / Semi Govt. / recognized Institute / organization / PSU. Bidder shall furnish documentary evidence i.e. work order / successfully completion certificate in this regard.
- 6.10 The Bidder must have conducted 03 similar work of admission Test for PG programmes for atleast 200 candidates in each test process along with Presentation & Interview during the last 03 years with using paper based / OMR technologyin any Govt. / Semi Govt. / recognized Institute / organization / PSU.Bidder shall furnish documentary evidence i.e. work order along with completion certificate in this regard.
- 6.11 List of clients in any Govt. / Semi Govt./ recognized Institute / organization / PSU where agency has provided the similar services during the last 05 years.
- 6.12 The agency must have operational office in India
- 6.13 The Agency must have the facility for scanning and processing of OMR Forms.
- 6.14 The Agency must have experience of Paper-Pencil Test administration.
- 6.15 The agency should be ISO certified.

- 6.16 Copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate or Incorporation for change in name, if any, for limited/private limited company. (Submit scanned copy online).
- 6.17 Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfill the obligation of PF & ESI at no extra cost to NIFT.(Submit scanned copy online).

#### 7.0 LANGUAGE OF BID

The bid prepared by the Agency including all correspondence etc. relating to its offer/ bid shall be in English language.

### 8.0 EARNEST MONEY DEPOSIT (EMD) DEPOSIT

- 8.1 The bidders are required to submit original Earnest Money Deposit (refundable but non-interestbearing) (except for those bidders who are exempted by NSIC & MSME etc.) of Rs. 15,000/- (Fifteen Thousand only) in the form of Demand Draft/Banker Cheque / Bank Guarantee)Format of BG Attached at Annexure-IX)/Online(Bank details are mentioned above)in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY payable at New Delhi shall be submitted in a sealed envelope super scribing "Hiring of Agency for Assisting NIFT in Conducting Admission 2021 for Ph.DProgramme" separately and addressed to Purchase Officer, NATIONAL INSTITUTE OF FASHION TECHNOLOGY, Head Office, 2nd Floor, B Block, NIFT Campus, Near Gulmohar Park, HauzKhas, New Delhi 110016 on or before 25<sup>th</sup> February, 2021 upto 3:00 P.M. The Earnest Money Deposit (non-interest bearing) of unsuccessful bidders will be returned after one month of signing of agreement with successful bidder.
- 8.2 The date of Demand Draft / Bank Guarantee (Format of BG Attached at Annexure-IX) from a Commercial bank / online (Bank details are mentioned above) payment will be after the publication of this tender.
- 8.3 If the Agency, after submission of tender, revokes its bid or modifies the terms and conditions thereof during the validity of its bid except where NIFT, New Delhi has given opportunity to do so, the earnest money shall liable to be forfeited.

Note: Exemption to SSI Units and MSME etc as per Government rules:-

A proof regarding current registration will have to be attached alongwith the bid.

# 9.0Performance Bank Guarantee (PBG)

The successful Agency shall be required to submit of 10% of the contract value by account payee Demand Draft/ Fixed Deposit receipt / Bank guarantee (Format of BG Attached at Annexure – X) / Online in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY payable at New Delhi within 10 days time from the date of accepting the Work Order. Failure to do so may result in forfeiture of the earnest money by NIFT, New Delhi without prejudice to its being liable to any

further loss or damage incurred inconsequence. The Performance Bank Guarantee may be discharged/ returned by NIFT upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. In case of delay on completion of the work the successful bidder will have to extend the period of the bank guarantee.

EMD shall be returned to the successful Agency after it has furnished the full Performance Bank Guarantee to NIFT. However, the Bidder Firm may optfor adjustment of EMD against Performance Bank Guarantee.

#### **10.0 PENALTY:**

Agency has to complete the work as per the agreed schedule and strictly in accordance with the terms and conditions of the tender. A penalty @ 1% of total value of the contract per day subject to maximum of 30% of the total contract value for delay will be charged except due to any reasons beyond the control of the Agency (Force Majeure). Director General NIFT (DG NIFT) shall have the sole discretion to waive off such penalty or part of penalty as she deems fit, provided further that the Agency provides a satisfactory explanation in writing giving the reasons which caused such delay. The agency will not challenge the satisfaction of DG NIFT on these matters. In the event of failure to complete the work in the stipulated period, the NIFT reserves the right to get the work done from any other Agency at the risk and cost of the successful agency.

#### 11.0 BIDDING DOCUMENT NOT TRANSFERABLE

Bidding document once issued shall not be transferable to any other name.

### 12.0. PRICES, TAXES, DUTIES

The Agency should quote applicable taxes and GST in the price bid. During contractual period if GST/Taxes vary, it will be paid as applicable.

#### 13.0 BID VALIDITY

• Bid submitted by agency shall remain valid for a period of 06 (Six) Months from the date of opening of offer. Agency shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such event, the offer shall be treated as "REJECTED" and EMD shall be forfeited without any reference to the Agency. 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.

#### 14.0 Labour Welfare and Fair Wages

a. During continuance of the contact, the contractor shall abide at all times by the existing labour enactments and rules made there under, regulations, notification and by laws of state or central government or local authority and any other labour law (including rules, regulations, by laws

- that may be passed or notification that may be issued under any labour law in future either by the state or central government or local authority).
- b. The bidder shall keep the buyer indemnified in case of any action taken against the buyer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, by laws, amendments that may passed or notification that may be issued under any labour law in future either by the state or central government or local authority.
- c. The employees of the bidder/contractor in no case shall be treated as the employees of the buyer at any point of time.
- d. The employer is bound to fulfill the terms and conditions for compliance of the provision of EPF & Misc. Provision Act 1952, and Employee Provident Fund Scheme 1952 by the bidder in respect of employees by him for performing works under the Contract.
- e. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- f. No labourer below the age of eighteen years shall be employed on the work.
- g. The Agency shall pay to labour employed by him either directly or through his authorized representative, wages not less than fair wages as defined in the C.P.W.D. Agency's labour regulations or as per the provisions of the contract labour (Regulation and Abolition) Act and the Contract Labour (Regulation and Abolition) Central Rules, wherever applicable.
- h. The Agency shall, notwithstanding the provisions of any contract to the contrary, cause to pay fair wage to labour indirectly engaged on the work.
- i. In respect of all labour directly employed in the works for performance of the contract's part of this agreement, the Agency shall comply with or cause to comply with the Central Public Works Departmental Agency's Labour Regulation made by the NIFT from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wages book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and full other matters of the like nature of as per the provisions of the contract labour (Regulation & Abolition) Central Rules 1977 wherever is applicable.
- j. The Agency shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Agency's about (Regulation and Abolition) Act or the modifications thereof or any other laws relating therto and the rules made thereunder from time to time.
- k. The Agency shall indemnify NIFT against payments to be made under and for the observance of the Laws aforesaid without prejudice to his right to claim indemnity from Agencies.
- 1. The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

#### 15.0 PRE BID MEETING

Pre Bid Meeting will be held on 11<sup>th</sup> February, 2021 at 02.00 P.M. through Zoom Application (Request for seeking invite of the pre-bid meeting may be sent on <a href="mailto:admissions@nift.ac.in">admissions@nift.ac.in</a> scheduled through zoom application if required). The prospective bidders may send in enquiries at least 24 hrs before the pre-bid meeting at the email-id <a href="mailto:admissions@nift.ac.in">admissions@nift.ac.in</a>. The mails should be clearly bearing the subject "Pre- Bid Meeting Queries".

#### 16.0 BID EVALUATION CRITERIA

# **Technical Bid: (As per Annexure -VI)**

The Price Bids will be opened only of those bidders who will qualify technically.

# Financial Bid : (As per Annexure –VII)

#### 17.0 TERMS OF PAYMENT

- 17.130% shall be payable after conducting written test.
- 17.230% shall be payable on confirmation of the selected candidates through mail/sms and placing the same on the portal created by the agency.
- 17.340% shall be payable after 30 days of completion of admission process i.e. finalization of merit list after all stages of test.

#### 18.0 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 & settlement through a Committee appointed by DG 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 as detailed above shall be referred to & settled by the sole Arbitrator. The Sole Arbitrator shall be appointed with the mutual consent of both the parties.
- 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 at the NIFT Head Office. The language of arbitration proceedings shall be in English.
- v. The Arbitrator will give a speaking & reasoned award.
- VI. The cost incurred during arbitration, if any, shall be borne by the Agency.

#### 19.0 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 Court shall be based upon the NIFT Delhi.

# **20.0** Termination for Default

The NIFT, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate this Contract in whole or part,

- a. If the bidder does not complete the work within the time frame as specified in the tender or any extension thereof granted by the NIFT
- b. If the bidder fails to perform any obligation/s under the contract and
- c. If the bidder in either of the above circumstances, doesn't remedy its failure within period of 15 days (or such longer period as the NIFT may authorize in writing) after receipt of the default notice from the NIFT. Beyond that the work will be reassigned at the cost and risk of the successful bidder.

# 21.0 <u>Termination for Insolvency</u>

The tendering authority may at any time terminate the Contract by giving written notice to the bidder if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Tendering authority.

(Purchase Department) NIFT – Head Office

Encl. As above.

# PROFORMA FOR ACKNOWLEDGEMENT LETTER OF BIDDING DOCUMENT

# (TO BE SUBMITTED IN AGENCY'S OWN LETTER HEAD)

# SUBJECT: "Hiring of Agency for Assisting NIFT in Conducting Admission -2021 for Ph.D <u>Programme</u>"

We undertake that the contents of the above Bidding Document shall be kept confidential and further that specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid our quoting office:	d as requested	for the subject works and	furnish following details with respect to
(i) POSTAL ADDR	ESS :		
(ii) TELEPHONE N	IUMBER :		
(iii)CONTACT PEI	RSON :		
(iv) E-MAIL ADDI	RESS :		
B) Contact person a	t Delhi :		
(i) POSTAL ADDR	ESS :		
(ii) TELEPHONE N	NUMBER	:	
(iii) CONTACT PE	RSON :		
(iv) E-MAIL ADDI	RESS :		
Submitted By:			
Signature	<b>:</b>	•••••	•••••
Name			•••••
Designation	:	•••••	•••••
Agency Address		•••••	
Agency Seal	•		•••••

# **CHECK LIST FOR SUBMISSION OF BID**

Agency is requested to fill this check list and ensure that all details/documents have been furnished as called for in this tender duly filled in, signed & stamped.

Please tick ( $\sqrt{\ }$ ) the box and ensure compliance:

S.No.	Details	Yes	No
1.	EMD as per details given below:	Yes	No
	EMD Value: Rs.,15000/Demand Draft / Pay Order/Banker		
	Cheque //Bank Guarantee) Format of BG enclosed at Annexure		
	- IX)& Online(Bank details are mentioned above) in favour of		
	NATIONAL INSTITUTE OF FASHION TECHNOLOGY		
	payable at New Delhi.		
2.	Those bidders exempted to pay EMD cost are required to submit the	Yes	No
	certificate issued by the concerned department (like-NSIC, MSME)		
3.	Whether the completed acknowledgement letter has been	Yes	No
	submitted? (Annexure –I)		
4.	Bid Compliance Statement in the format attached as Annexure-	Yes	No
	III.		
5.	The Proof of Annual turnover of Rs. 35 Lakhs per year for the last	Yes	No
	three financial years i.e. 2017-2018, 2018-19, 2019-2020 in the		
	form of the Audited Financial Statement duly certified by Chartered		
	Accountant (Submit scanned copy online). Copy of income tax return		
	filed by agency during last 3 financial years (2017-2018, 2018-19,		
	2019-2020). The annual turnover of the Agency should not be		
	less than <b>Rs. 35 Lakhs</b> each year in last three years.	* 7	***
6.	Evidence of successful completion of entrance exam of at least	Yes	No
	three programs Design / Non Design for a minimum 500		
	candidates in last 5 years as on 31/3/2021.	•••	~~
7.	Letters of reference from the previous organizations with regard	Yes	No
	to work done(Successfully Completion Certificate) with		
	complete contact details of concerned officials in those		
	Organisation / Institute with telephone numbers, address, email,		
	etc. along with scope of work.		
8.	Experience of conducting / handling GD and Personal Interview	Yes	No
	for minimum 500candidates in last three years as on		
	31/03/2021.	• •	
9	The agency must have operational office in India.	Yes	No
10.	The Agency has the facility for scanning and processing of	Yes	No
	OMR Forms.		
11.	The Agency has experience of Paper-Pen/Pencil Test	Yes	No
	administration.		
12.	The agency should be ISO certified	Yes	No
13.	Copy of partnership deed for partnership firm or Memorandum	Yes	No
	of Understanding (MOU) and Article or Association (AOA)		

	including Certificate or Incorporation for change in name, if		
	any, for limited/private limited company.		
14	Copy of registration certificate in support of GST No. / Copy of	Yes	No
	PAN No. & Validity		
15	Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to NIFT.	Yes	No
	The Agency has successful executed / completed 3 entrance exam valuing not less than the amount of Rs. 5 Lakhs over the last years.	Yes	No
	Each & every page of Tender Document is duly signed & stamped.	Yes	No
	Minimum experience of 3 years of conduct of examination work (Copy of order to be attached / Copy of Successfully Completion Certificate to be attached)	Yes	No
	Declaration that the bidder has not been debarred from participating in Tender anywhere in NIFT HO, Campuses and have not been blacklisted by any Govt. /Semi Govt. /Institute/ organization as per <b>Annexure</b> – <b>V</b>	Yes	No

Signature	<b>:</b>
Name	<b>:</b>
Designation	<b>:</b>
	'ess:

# **BID COMPLIANCE STATEMENT**

# **NAME OF WORK:**

We hereby confirm that our Bid complies with the total technical requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/exception/ comments/ assumptions.

We also confirm that we have quoted for all items of schedule of rates and prices have been filled without any condition and deviation.

We further confirm that terms and conditions, if any, mentioned in our bid (Un-priced as well as Schedule of Rates) shall not be recognized and shall be treated as null and void.

Submitted By:					
Signature:	••••••	• • • • • • • • • • • • • • • • • • • •	•••••	•••••	· • • • • •
Name	•••••	•••••	•••••	•••••	•••••
Designation	•••••	•••••	•••••	•••••	•••••
Agency Address:					
Agency Seal:					

# **Agency's Financial Information**

# (To be submitted on Firm's Letter Head duly signed and stamp by Chartered Accountant)

# **FINANCIAL STATEMENT**

The agency shall indicate herein its annual turnover during last 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (In Rs.)
2019-2020	
2018-2019	
2017-2018	

NOTE: Agen	cy shall submit the relevant document (s) in respect of above claim.
Submitted By	<b>7:</b>
Signature	······
Name	
Designation	:
Agency Addr Agency Seal	ess:

# **Declaration by Bidder**

1.	I
2.	I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3.	I declare that neither the agency nor myself are debarred by any of the Govt./ PSU organization/ NIFT Campuses.
4.	The information / documents furnished along with the technical and financial bids are true and authentic to the best of my knowledge and belief. I have no objection to NIFT verifying any or all the information furnished in this document with the concerned authorities, if necessary. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
Sig	gnature the authorized signatory of the agency:
Na	ame of the Authorized Signatory:
Na	ame of the Agency:
Se	al of the Agency:
	ldress:
Co	ontact No
	ate: ace:

# <u>TECHNICAL BID for "Hiring of Agency for Assisting NIFT in Conducting Admission - 2021</u> <u>for Ph. D Programme"</u>

1. Name of the Company/Firm :

2. Name of Authorized Person

(Who signs on the tender document) :

3. Office Address :

4. Phone No. :

5. e-mail address :

6. Mobile No. :

7. Fax No. :

# **Eligibility Criteria for Selection:-**

S.No.	Document to be submitted	Proof Required
1.	EMD as per details given below: EMD Value: Rs. 15,000/Demand Draft / Pay Order/Banker Cheque /Bank Guarantee (Format of BG enclosed at Annexure – IX)& Online(Bank details are mentioned above) in favour of NATIONAL INSTITUTE OF FASHION TECHNOLOGY payable at New Delhi.	Submit scan copy online and submit hard copy also
2.	Those bidders exempted to pay EMD cost are required to submit the certificate issued by the concerned department (like-NSIC, MSME)	Submit scanned copy online
3.	Whether the completed acknowledgement letter has been submitted? (Annexure –I)	Submit scanned copy online
4.	Bid Compliance Statement in the format attached as <b>Annexure- III.</b>	Submit scanned copy online
5.	The Proof of Annual turnover of Rs. 35 Lakhs per year for the last three financial years i.e. 2017-2018, 2018-19, 2019-2020 in the form of certificate duly signed by Chartered Accountant (Submit scanned copy online).	Submit scanned copy online
6.	The bidder must have working experience for conducting admission process of at least 03 years in the relevant field and should have provided related services in any Govt. / Semi Govt. / recognized Institute / organization / PSU. Bidder shall furnish documentary evidence i.e. work order / successfully completion certificate in this regard.	Submit scanned copy of proof online
7.	Proof of conducted 03 similar work of admission Test for UG / PG Programmes for atleast 200 candidates in each test process along with Presentation & Interview during the last 03 years with using paper based / OMR technology in any Govt. / Semi Govt. / recognized Institute / organization / PSU. Bidder shall furnish documentary evidence i.e. work order along with completion certificate in this regard.	Submit scanned copy online

8.	List of clients in any Govt. / Semi Govt. / recognized Institute / organization / PSU where agency has provided the similar services during the last 05 years.	Submit scanned copy online
9.	The agency must have operational office in India.	Submit scanned copy of the proof online
10.	The Agency has the facility for scanning and processing of OMR Forms.	Submit scanned copy of the proof online
11.	The Agency has experience of Paper-Pen/Pencil Test administration.	Submit scanned copy of the proof online
12.	The agency should be ISO certified	Submit scanned copy of the proof online
13.	Copy of partnership deed for partnership firm or Memorandum of Understanding (MOU) and Article or Association (AOA) including Certificate or Incorporation for change in name, if any, for limited/private limited company.	Submit scanned copy of the proof online
14.	Copy of registration certificate in support of GST No. / Copy of PAN No. & Validity	Submit scanned copy online
15.	Copy of PF A/c No. and ESI No. In case Agency's establishment is not registered with PF & ESI Authorities, the Agency shall furnish an undertaking that in the event their establishment falls under the purview of PF & ESI Act during the execution of Contract, then the Agency shall get their establishment registered under PF & ESI and they shall also be solely responsible to fulfil the obligation of PF & ESI at no extra cost to NIFT.	Submit scanned copy of the proof online
16.	Each & every page of Tender Document is duly signed & stamped.	Submit scanned copy online
17.	Declaration that the bidder has not been debarred from participating in Tender anywhere in NIFT HO, Campuses and have not been blacklisted by any Govt. /Semi Govt. /Institute/ organization as per <b>Annexure</b> – <b>V</b>	Submit scanned copy online

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

# PRICE BID for "Hiring of Agency for Assisting NIFT in Conducting Admission -2021 for Ph.D. Programme

# NIFT Head Office GSTIN. - 07AAATN2067J1ZI

# A. <u>ADMISSION TEST ACTIVITIES: {Activities as per Annexure – VIII: Scope of Work}</u>

S.No.	Total No. of candidates	Scope of Work	Rates (in Rs.) per candidate for all the responsibilities as indicated in Annexure – VIII: Scope of Work and different activities	` ′	Total amount (in Rs.) for per candidate including GST
1.	Approximat ely 100 candidates	Bidders are requested to quote the rates as per Scope of Work attached at Annexure VIII			

#### Please Note: -

- If less than 50 candidates apply for Ph.D. Admission -2021 Programme the payment will be released for 50 candidates calculated as per the rate quoted by the L-1 bidder for per candidate.
- If more than 50 candidates apply, the payment will be released on pro-rata basis as per the rate quoted by the L-1 bidder for per candidate.
- Rates should be quoted in words as wells as in figure. If discrepancy is found in words and in figure than rates written in words would be consider.

The work will be awarded to the L-1 bidder

Submitted By:
Signature:
Name:
Designation
Agency Address:
Agency Seal:

# **SCOPE OF WORK**

# SCOPE OF WORK for "Hiring of Agency for Assisting NIFT in Conducting New Admission for PhDProgramme"

# DETAILS OF THE ACTIVITIES TO BE CARRIED OUT BY AGENCY AS AN EXAMINATION AGENCY FOR CONDUCT OF NIFTEXAMINATIONFOR PH.D CANDIDATES

- 1. Agency will conduct the examination as per time table fixed by NIFT. The process is likely to start from 1<sup>st</sup> week of March.
- 2. Design and develop a dedicated web based portal.
- 3. The bidder shall have secured server services for data collection, hosting etc. along with requisite software licenses/certificates for the assignment and maintain the site till at least 30 days after completion of Ph.D admission process.
- 4. Online hosting/display of Ph.D admission advertisement, instruction, and other information related to examination, from time to time on web portal created by Agency.
- 5. Provide payment gateway for Online fee collection through Debit/ Credit Card, Net- banking, Rupay card etc.
- 6. To integrate the web based portal with the payment gateway and Union Bank of India.
- 7. To verify the transactions made through payment gateway.
- 8. Design and develop online application form to be used by the candidates for submitting their online applications with all supporting documents (self attested). The online portal will have the features of the generation of printable version non editable (PDF format) of application form with a unique registration number after successful submission of online application by the candidate. The agency will submit printed application forms with supporting document as a set for each candidate to DD(Admission).
- 9. On successful submission of online application by the candidate, a unique registration number and password of the candidate is required to be auto generated by the portal. The registration number will be the key number for candidates for any type of future correspondence/queries.
- 10. The online portal will have the features of auto scrutiny of the candidates' information, based on the criteria specified by NIFT. The application format should be designed in such a way that non eligible candidates should be eliminated at the time of online submission of application.
- 11. Online registration with facilities to upload scanned soft objects viz. photograph, and signature in the application form and uploading of scanned copies of required documents. Candidates Validation and screening at the time of registration, as per rules and requirement specified by NIFT.
- 12. To provide two members from Examination Agency to scrutinize applications forms and submit the list of eligible and non-eligible to NIFT for approval (Incase documents of eligible candidates are missing, a second scrutiny will be undertaken after the missing documents are received)

- 13. Consolidation of application data / exam fee, roll number generation and upload status of application on NIFT PhD admission 2021 web portal.
  - 14. Allot Roll No. to the candidates eligible as per criteria decided in the admission process for the PhD written examination.
  - 15. Design, generate and upload the admit cards for written exam on the portal created by Agency for NIFT.
  - 16. The bidder shall provide user Id and Password to the authorised representative of NIFT to access the applications on line (admin control).
  - 17. It shall be the responsibility of the bidder to provide helpline number and e-mail ID for resolving the queries / difficulties occurring while applying online. Bidder shall resolve all user's query on daily basis within 24 hours at maximum.
  - 18. Sending e-mail and SMS to the candidates regarding successful application, admit card, date, venue and result for all Test etc.
  - 19. Update the information on the web based portal regularly for information to candidates and maintain the web based portal till the completion of the project.
- 20. Verify the transactions status made through payment gateway on regular basis.
- 21. Maintain the database of all the applications and to generate various MIS reports as required by NIFT.
- 22. Ensure the data integrity and security throughout the project.
- 23. Agency will provide soft and hard copies of the list of applicants sorted on various criteria like Alphabetical, Registration number and further sorted out on State/City basis, category basis etc., once registration process is over.
- 24. Agency will hand over the list of appearing candidates in the examination in order of generation of roll number to NIFT

#### **Conduct of Written Test**

- 25. Agency will Print Question Booklets in bilingual (i.e., English and Hindi language) as per the pattern and scheme of Examination stipulated in the NIFT Prospectus in the required quantity.
- 26. Agency will organize preparation of question paper for the Set I (which has 3 section viz Research Aptitude, Communication Skills, Logical Reasoning). There will be 10 questions in each of the 3 sections, with all the questions carrying one mark each and will have 4 options to choose. The Question Paper will be approved by NIFT.
- 29 Agency will design and print the OMR Answer Sheets in the desired quantity.
- Agency will evaluate the OMR Answer Sheets by OMR Scanner (Set I). There will be negative marking in Set I, +1 for very right answer and -1 for every wrong answer.
- Exam will be conducted at NIFT Delhi Campus, Agency will arrange centre superintendent, Invigilator and other staff at the NIFT Head Office, New Delhi to conduct of exam.
- 32 Agency will pack and seal the test material.
- 33 Agency will position the confidential test material containing question papers at the exam centre, personally escorted by its observers/officials.

Agency will supervise the conduct of test for approx. 100 candidates as per the following pattern:-

#### Set I

- Research Aptitude- Objective Type (MCQ)
- Communication Skills- Objective Type (MCQ)
- Logical Reasoning- Objective Type (MCQ)

Objective Type (MCQ) 30 marks (10 marks for each section) A total of 45 minutes for all the sections Communication Skills Objective Type (MCQ) Logical Reasoning Objective Type (MCQ)

**BREAK -15 MINUTES** 

#### Set II

Research Disposition Descriptive 20 marks One Hour

- Agency will retrieve back examination material both used and unused directly from the NIFT Head Office, New Delhi.
- 36 Agency will ensure to maintain complete confidentiality of the test material.
- Agency will facilitate the evaluation of the answer booklets for descriptive exam (Set II) at NIFT Head Office, New Delhi. Set II will be evaluated by a panel of NIFT faculty nominated by the DG. Each descriptive answer booklet to be evaluated by two subject experts(Original booklets will be photocopied which will be checked by second expert)
- Logistics of paper evaluation (stationery etc) will be organised by the agency.
- 39 Agency will release the honorarium to NIFT experts for evaluation of Written Test Research Disposition (Descriptive portion) not exceeding Rs.40/- for each answer booklet.
- 40 Agency will compile and provide the result of the written Exam to NIFT in a mutually agreeable format by mid May of the same year of the date of written exam.
- NIFT will retain intellectual property rights on the confidential test material developed which will not be shared by the Agency with any outside agency.

# **Conduct of Research Proposal Presentation and Interview Activities**

- 42 Agency will design and generate call letters online, for candidates who clear the written exam and those exempted from written exam and are eligible to appear for research proposal presentation and interview.
- 43 Agency will issue admit card for RPP&I to all the candidates.
- 44 Agency will send letters of intimation to all nominated panel members to confirm their availability (list to be provided by NIFT).
- NIFT will arrange for the venue upto 3 days depending on the number of candidates for the conduct of Research Proposal Presentation & Interview at New Delhi.
- 46 Agency will announce time slots to the candidates.
- NIFT will provide the panel for conducting the Research Presentation & Interview.
- 45 Agency will arrange for hospitality of panel members.
- Agency will verify the original documents of all candidates on the day of the research proposal presentation before the allowing candidates into the presentation.

- 47 Agency will release the honorarium to panel members @ ₹2500/-per day per member for upto3 days.
- 48 Agency will compile the results of the written exam and interview for final merit list for PhD Programme. Compilation of result and the list of finally selected candidates should clearly indicate the selection of category. (NTF i.e NIFT Teaching Fellows, Full Time Study Leave, Part Time etc.)
- 49 Agency will handover the result of Ph.D Admission shortlisted candidates to NIFT.
- All candidates who were shortlisted (in the application scrutiny process) and were exempted from written test and those who qualified the written test will appear for Research Proposal Presentation & Interview.
- Agency will thrash out expeditiously and minor details in respect of the above operations in concurrence with NIFT.
- In case due to unforeseen circumstances physical conduct of RPP&I cannot take place, the Agency will be prepared to conduct the same online:
  - a) A portal will have to be developed with the mark sheet format so that for each panel members may individually mark all candidates.
  - b) Orientation of the panel before the online RPP&I for checking the smooth conduct of the activity
  - c) Appointment of the host from their side to verify the candidates and allow entry in online portal
  - d) Announcement of time slots to the candidates and sending them individual links and passwords

### **GENERAL**

To handle the entire above-mentioned operation with utmost confidentiality, with precautions and in a professional way of high standard.

To ensure and expedite all the above activities in consultation with NIFT.

To retain the exam related documents (all) for a period of one year from the date of declaration of final Result and to provide any clarification sought by NIFT.

- 2. It is the responsibility of Agency to provide documented inputs and support for handling
- i) Students queries
- ii) Press interaction
- iii) RTI queries
- iv) Court Cases

# **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
of
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

# **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, HuazKhas, 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 towith its
	Registered / Head Office at(hereinafter referred to as the 'Contractor'
	which expression shall unless repugnant to the context or meaning thereof, include its successors,
	administrators, executors and assigns), a contract by issue of NIFT's Letter of Intent No
	datedand the same having been unequivocally accepted by the contractor resulting in a
	'Contract' bearing Nodatedvalid at Rs(Rupees(Rupees
	and the Contractor having agreed to provide a Contract
	Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs
	(Rupees
	pression 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(Rupees
	only) as aforesaid at any time upto without any demand reservation contest, recourse for protest
	Bank shall be conclusive and binding notwithstanding any difference between NIFT and Contractor
	or any dispute pending before any Court, Tribunal or any other authority.

- 2. We, the ------Bank undertake not to revoke with guarantee during its currency without previous consent of NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or -------which is earlier.
- 3. NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or two forbear to enforce any convenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- 4. The Bank also agrees that NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.

- 5. This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
- 6. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs.-----only) subject to the clause as stated immediately hereafter. This guarantee shall remain in force till.
- 8. We-----Bank shall be discharge 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.

# **Tender Acceptance Letter**

(To be given on Firm's Letter Head)

Date:

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

Tender Bid No.

#### NAME OF WORK:

- 1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely: <a href="https://nifttenders.eproc.in">https://nifttenders.eproc.in</a>
- 2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. **01 to 32** (including all documents like annexure, schedule(s), etc.), which form part of the Tender and I/We shall abide hereby the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in totality/entirely.
- 5. I/We certify that all information furnished by me/us our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason thereof, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/right against organization in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)