

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	17-07-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	17-07-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Textiles
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	National Institute Of Fashion Technology (nift) Head Office New Delhi
कार्यालय का नाम / Office Name	Nift Campus Near Gulmohar Park Hauzkhas, New Delhi 110016
वस्तु श्रेणी / Item Category	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Admin , Manpower Outsourcing Services - Minimum wage - Semi-skilled; High School; Admin
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	400 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Partial Experience - 1 year (s) Turn over value - 200 (in lakhs)
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईएमडी राशि/EMD Amount	350000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	AXIS BANK LTD
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

15

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director, NIFT Bengaluru

National Institute of Fashion Technology, No. 21, NIFT Campus, 27th Main Road, 16th Cross, Sector-1, HSR Layout Bengaluru - 560 102, Karnataka - India

(Yathindra L)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued

by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder should have executed at least 3 projects with contract value more than ₹1/- cr. for each contract of manpower services to Central/ State Govt. Depts/ PSU/ Autonomous Bodie in last 3 FY

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:The Bidder should have executed at least 3 projects with supply of 10. no. of manpower in each contract of providing manpower services to Central/ State Govt. Depts/ PSU/ Autonomous Bodies in last 3 FY

Geographic Presence: Office registration certificate:The Service provider should have registered office in Bengaluru
for further details see para 2.10 (Xii) in NIT document attached

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1751029038.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1751029064.pdf](#)

Scope of work & Job description:[1751437199.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Graduate; Admin (9)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Highly-Skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	Clerk
Specialization	Commerce , Arts , Science

विवरण/ Specification	मूल्य/ Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	Highly Skilled staff

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	9	• Minimum daily wage (INR) exclusive of GST : 1065 • Bonus (INR per day) : 0 • EDLI (INR per day) : 5.325 • EPF Admin Charge (INR per day) : 5.325 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 127.8 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Admin (9)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Secondary School

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	skilled

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	9	• Minimum daily wage (INR) exclusive of GST : 981 • Bonus (INR per day) : 0 • EDLI (INR per day) : 4.905 • EPF Admin Charge (INR per day) : 4.905 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 117.72 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; High School; Admin (10)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	High School

विवरण/ Specification	मूल्य/ Values
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	semi skilled

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Nagaraj .T.R.	560102,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, C.A. Site 21, 16th Cross, 27th Main, HSR Layout, Sector-1, BENGALURU	10	• Minimum daily wage (INR) exclusive of GST : 893 • Bonus (INR per day) : 0 • EDLI (INR per day) : 4.465 • EPF Admin Charge (INR per day) : 4.465 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 107.16 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

7. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

8. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

9. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

10. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

11. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

12. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

13. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NIFT Bengaluru
payable at
Bengaluru

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

The Director, NIFT Bengaluru

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

15. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

The Director, NIFT Bengaluru

Account No.

546202050000013

IFSC Code

UBIN0568864

Bank Name

Union Bank of India

Branch address

NIFT Campus, HSR Layout, Bengaluru - 560102

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NIFT Bengaluru
payable at
Bengaluru

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

The Director, NIFT, Bengaluru

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

18. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

National Institute of Fashion Technology

Account No.

546202050000013

IFSC Code

UBIN0568864

Bank Name

Union Bank of India

Branch address

NIFT Campus, HSR Layout, Bengaluru - 560102

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

19. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

20. **Buyer Added Bid Specific SLA**

Text Clause(s)

The Service provider should have registered office Bengaluru, copy of the proof for having have registered office at Consignee place (Bengaluru, Karnataka), (Rental agreement cannot be considered as registered for office at Consignee Place. The agency must have its own office in Bengaluru for immediate response. No exception will be made in this clause (Registered office means it should be local (Consignee) place operating office).

The Contract shall be valid initially for a period of one year from the date of award of the contract. The contract could be renewed maximum of two years only in writing on yearly basis at the mutually agreed terms & conditions. Either party can terminate the contract once awarded, after giving two months' notice to the other party. Nevertheless, NIFT may terminate the contract of the contractor without any notice in case of breach of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the contractor

No agencies will be awarded more than one contract (Security Service, Housekeeping, or Manpower) at a time.

The Service Charges are admitted on wages (as per Central Govt. Rules) paid and claimed as reimbursement.

Integrity Pact: In order to ensure transparency and probity in public procurement activities, the National Institute of Fashion Technology has adopted and implemented the Integrity Pact (IP) as per the guidelines issued by the Central Vigilance Commission in respect of manpower outsourcing contracts valued at Rs. 1 Crore and above.

- a) The Pact shall be an agreement between the prospective vendor /bidder and the buyer committing both the parties not to exercise any corrupt influence on any aspect of the contract.
- b) Only those vendors/ bidders who have entered into such an Integrity Pact with the NIFT would be competent to participate in the bidding with the NIFT whenever the value of such contract is equal to or exceeds Rs. 1 crore.

PRE-CONTRACT INTEGRITY PACT: To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement

Only those Vendors/ Bidders who have entered into Integrity Pact with the NIFT shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Enclosure - V) provided in the tender is a basic qualifying requirement.

The successful bidder shall execute an agreement in Karnataka non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within seven days from the date of issue of purchase order apart from the execution of Integrity pact (totally 500x 2). The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Bengaluru to recover any consequential loss from the successful tenderer.

All persons engaged on contract through placement agency shall be allowed to join only after thorough scrutiny, antecedents and police verification.

ARBITRATION: All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there on. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Bengaluru. The language of the arbitration shall be English.

JURISDICTION: Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of the suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms

21. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

22. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला

सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

राष्ट्रीय फैशन प्रौद्योगिकी संस्थान, बेंगलूर

(निफ्ट अधिनियम 2006 द्वारा शासित और स्थापित एक वैधानिक निकाय, वस्त्र मंत्रालय, भारत सरकार)

निफ्ट, सीए साइट, नंबर 21, 16वां क्रॉस, 27वां मेन रोड, सेक्टर - 1, एचएसआर लेआउट, बेंगलूर -560 102

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)
NIFT, CA Site, No.21, 16th Cross, 27th Main Road, Sector – 1, HSR Layout, Bengaluru –560 102.

सेवा का नाम: जनशक्ति सेवा प्रदान करने के लिए निविदा दस्तावेज

Name of the Service: TENDER DOCUMENT FOR PROVIDING MANPOWER SERVICE

निविदा आमंत्रण सूचना (एनआईटी) क्रमांक / Notice Inviting Tender (NIT) No:

1/25-26 NIFT-B/Establishment/Manpower Service दिनांक / Dated 30.06.2025

अनुक्रमणिका / INDEX

क्रम संख्या Sl. No	विवरण / Particulars	पृष्ठ संख्या / Page No.
1	परिचय / Introduction	2
2	निविदा आमंत्रण सूचना / Notice Inviting Tender	3 - 4
3	कार्य का दायरा / Scope of the Work	5 - 6
4	सामान्य नियम एवं शर्तें / General Terms and Conditions	7 - 9
5	ईएमडी/ EMD & मध्यस्थता करना/ Arbitration	10
6	क्षेत्राधिकार, दंड / Jurisdiction, Penalty	11
7	परिशिष्ट – A / Appendix-A	12 - 13
8	ईएमडी के बदले घोषणा (संलग्नक-I) /Declaration in lieu of EMD (Enclosure-I)	14
9	वचनबद्धता और स्वीकृति (संलग्नक-II) / Undertaking & Acceptance (Enclosure-II)	15
10	घोषणा (संलग्नक - III)/ Declaration (Enclosure – III)	16
11	ग्राहकों की सूची (संलग्नक - IV)/ List of Clients (Enclosure – IV)	17
12	पूर्व-अनुबंध सत्यनिष्ठा संधि (संलग्नक-V)/Pre-Contract Integrity Pact (Enclosure-V)	18 - 23
13	कनीकी प्रस्ताव (परिशिष्ट – I) / Technical Bid (Annexure –I)	24
14	वित्तीय प्रस्ताव (परिशिष्ट – II) Financial Bid (Annexure –II)	25

नोट: इस निविदा दस्तावेज़ में 25 पृष्ठ हैं (अनुलग्नकों सहित कुल पृष्ठों की संख्या) और निविदाकारों से अनुरोध है कि वे सभी पृष्ठों पर हस्ताक्षर करें।

Note: This tender document contains 25 pages (total No.of pages including Annexures) and tenderers are requested to sign on all the pages.

Email – purchase.bengaluru@nift.ac.in establishment.bengaluru@nift.ac.in

Web: <http://www.nift.ac.in/bengaluru/tenders>, Ph. 080 2255 2550 – 55.

1. परिचय:

- 1.1 राष्ट्रीय फैशन प्रौद्योगिकी संस्थान (NIFT) की स्थापना वस्त्र मंत्रालय, भारत सरकार द्वारा 1986 में की गई थी, जिसे 2006 में संसद के अधिनियम (NIFT अधिनियम 2006) के तहत वैधानिक दर्जा प्राप्त हुआ है, जिसका उद्देश्य फैशन प्रौद्योगिकी के क्षेत्र में शिक्षा और शोध को बढ़ावा और विकास करना है। NIFT देशभर में अपने 19 केंद्रों के नेटवर्क के माध्यम से फैशन बिजनेस शिक्षा प्रदान करता है। यह डिजाइन और प्रौद्योगिकी में चार वर्ष का अंडर ग्रेजुएट (UG) प्रोग्राम, डिजाइन, फैशन प्रबंधन और फैशन प्रौद्योगिकी में दो वर्ष का पोस्ट ग्रेजुएट (PG) प्रोग्राम और फैशन के क्षेत्र में प्रोफेशनल और छात्रों की विशेष आवश्यकताओं को पूरा करने के लिए अल्पकालिक शिक्षा कार्यक्रम प्रदान करता है। NIFT का मुख्य कार्यालय नई दिल्ली में है और इसके कैम्पस बंगलुरु, भोपाल, भुवनेश्वर, चेन्नई, दमण, दिल्ली, गांधीनगर, हैदराबाद, जोधपुर, कांगड़ा, कन्नूर, कोलकाता, मुंबई, पंचकुला, पटना, रायबरेली, शिलांग, श्रीनगर और वाराणसी में स्थित हैं।
- 1.2 निफ्ट, बेंगलुरु परिसर की स्थापना वर्ष 1997 में की गई थी, जिसमें स्नातक और स्नातकोत्तर कार्यक्रम संचालित किए जाते हैं। निफ्ट, बेंगलुरु "निफ्ट बेंगलुरु में मैनपावर सेवाएं प्रदान करने" के लिए आवश्यक सभी वैधानिक पंजीकरणों वाली, इस क्षेत्र में कम से कम 3 वर्षों का अनुभव रखने वाली इच्छुक एजेंसियों से GeM पोर्टल के माध्यम से ओपन टेंडर आमंत्रित करता है।

1. INTRODUCTION:

- 1.1 National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 19 centers. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Daman, Delhi, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, Panchkula, Patna, Raebareli, Shillong, Srinagar and Varanasi.
- 1.2 NIFT, Bengaluru campus was established in the year 1997 with undergraduate and postgraduate programs. NIFT, Bengaluru invites open tender through GeM portal from interested agencies with all necessary statutory registrations, having experience in providing MANPOWER SERVICES AT NIFT BENGALURU", having experience at least 3 years in the same field.

2. NOTICE INVITING TENDER:

- 2.1 Bidders must go through the Tender Document for details before submission of their Bids.
- 2.2 NIFT BENGALURU Campus invites online tenders under **"TWO BIDS SYSTEM"** for the selection of an expert agency for the purpose of hiring **Manpower Service at the Campus**. The tenderer should take due care to submit the tender as indented in the Tender document. Bids received shall be evaluated as per the criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to the opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per the requirement of a tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, GeM terms and condition, Additional terms and condition, Special terms and condition, General terms and conditions and General terms, and conditions, and compliance to the Scope of Work requirement etc.
- 2.3 The tender document is not transferable to any other person.
- 2.4 Applications to this tender will be accepted only through the Gem portal only. No other mode of application will be considered & application will not be accepted.
- 2.5 Tender documents details are also available for viewing on the NIFT website <https://www.nift.ac.in/bengaluru/tenders>
- 2.6 The service provider should ensure that it complies with the requirements as per works before applying for tender.
- 2.7 The service provider should quote for service in GeM portal.
- 2.8 The Service provider should have registered officer or branch office in Bengaluru.
- 2.9 **No agencies will be awarded more than one contract (Manpower Service, House Keeping Service or Security Service)** at a time. "In order that no vested interests are developed in the campus, it is felt imperative that companies/firms/any other service providers who have rendered services previously for any three continuous years or more in the past 7 years shall be barred from participation."
- 2.10 The TECHNICAL BID must contain the technical bid in prescribed Performa along with:
The service provider should submit the copy of the document as reference in **Annexure- I**
 - i. Earnest Money Deposit (EMD) (As indicate in GeM Bid)
 - ✓ EMD Drawn in favor of National Institute of Fashion Technology, Bengaluru and payable at Bengaluru, OR can also pay through RTGS / NEFT, to National Institute of Fashion Technology, Bengaluru, bearing Account No: 546202050000013, with IFSC Code – UBIN0568864, Union Bank of India, Branch: NIFT Campus, HSR Layout, Bengaluru - 560102).
 - ✓ If bidder is exempted from EMD, they should submit supporting documents (NSIC / MSME certificate) along with the Bid Security Declaration on original office Letter Head as in **Enclosure-I**.
 - ✓ Cheque will not be accepted towards Earnest Money Deposit.
 - ✓ Without EMD tender document shall be rejected
 - ii. Copy of PAN Card & Copy GSTIN registration Certificate
 - iii. Copy of Shop and Establishment certificate/ Copy of Company Registration Certificate.

- iv. Copy of License under Contract Labour Act (Copy of valid registration certificate / license with Labour Department under Contract Labour (Regulation & Abolition) Act, 1970)
- v. Undertaking and Declaration by the bidder on their original office letter head to be provided in **Enclosure – II and Enclosure - III**
- vi. Copy of Employee Provident Fund (EPF) Registration
- vii. Copy of Employees state Insurance Corporation (ESIC) Registration
- viii. Copy of income tax return (ITR) filed by agency during last 3 financial years
- ix. Copy of Audited Annual financial statements for last three years (2022-22, 2023-24, 2024-25) or consolidate certificate certified by the registered Chartered Account.
- x. List of Clients - to where service provided in last 3 years (copy of Evidence of successful completion of at least 3 (three) orders) as per GEM provisions to be provide in **Enclosure – IV** (NIFT project if any and under taken with reputed institutes like (IIT, NIT, NID, Govt sector, PSU's etc. separately).
- xi. If the company is under partnership - copy of partnership deed for partnership firm or Memorandum of understanding (MOU) and Article or Association (AOA) including Certificate of Incorporation for change in name, if any, for limited/ private limited company.
- xii. The Service provider should have registered office Bengaluru, copy of the proof for having have registered office at Consignee place (Bengaluru, Karnataka), (Rental agreement cannot be considered as registered for office at Consignee Place. The agency must have its own office in Bengaluru for immediate response. No exception will be made in this clause (Registered office means it should be local (Consignee) place operating office).
- xiii. Any other detail/ confirmation asked in specifications.
- xiv. Technical Bid document should be presented in the order as per the Checklist requirements requested in - **Annexure- I** and should submit the self-attested copy of all the document as requested in **Annexure- I** to prove eligibility for the tender
- xv. In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT: Sr. Asst. Director or RA (Establishment) 080-22552551- 4 lines) or mail to: establishment.bengaluru@nift.ac or purchase.bengaluru@nift.ac.in
- xvi. Correspondence Address: The Director, National Institute of Fashion Technology, C.A Site No.21, 16th Cross, 27th Main Road, Sector-1, HSR Layout, Bengaluru-560 102.

2.11 FINANCIAL BID:

- Price Bid form with Competitive quotes in the GeM portal format without any condition.
- The break provides in **Annexure -II** should co-related with the total percentage and amount provide in GeM portal
- Bid will be rejected in case submitted in any other format or with the Technical/ tender document.

3. **SCOPE OF WORK: Manpower Service on Contract Basis**

- 3.1 The Agency / Firm / Company shall provide Manpower at NIFT Bengaluru by deploying adequately trained and well-disciplined personnel having fair command in Kannada/ Hindi/ English in respect of levels or categories as given Appendix-A.
- 3.2 The Designation/ Educational Qualification/ Experience/ Job Description etc., given in the Appendix 'A' – which may be amended/ changed by Authority as per requirement/ as per NIFT Establishment policy in the contract period to be implemented.
- 3.3 The **manpower requirement may vary depending upon the volume of work, functional requirements, etc. during the course of the contract.**
- 3.4 The contractor shall provide Manpower Service as per NIFT's requirement with specified qualifications and experience in accordance with conditions laid down by NIFT at least three Biodata to be provided an indent of requirement.
- 3.5 The contractor shall be responsible for the payment of wages and allowances as per **Govt. of India – Minimum Wages Act and revision VDA will be applicable as and when the amendment passed by the Authority** and remittance of all other statutory dues pertaining to the persons employed at NIFT, Campus. The contractor shall be responsible for providing Workman's compensation policy as per Workman's compensation Act.
- 3.6 The service provider shall submit the bill in duplicate during the second week of each month, after releasing salaries to the employees and providing proof of statutory remittances. The Bills will be settled within 10 working days of their submission. The agency shall make all payments into respective bank accounts to the employees on or before the 7th of every month along with pay slips to individual employees.
- 3.7 **Manpower Requirement**

The current requirement is around 28 persons in the following categories, and the number may increase or decrease depending on the requirement basis.

Sl. No.	Description Levels as per Appendix -A	No. of persons	Category
1	Level-4, Level-2 with 5 years' experience, L-1 with 10 years' Experience.	09*	Highly Skilled
2	Level-2, Level-1 with 5 years' experience (as per decision of the campus Authority)	09*	Skilled
3	Level-1, MTS	10*	Semi-Skilled
	Total	28*	

* Note: - The above criteria may vary at the decision of the Campus Authority

- i. The service provider shall provide a substitute well in advance if there is any probability of the staff deployed leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

- ii. Service provider shall provide a substitute to any of its staff deployed, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality, or improper conduct upon receiving written notice from the authority concern. NIFT, Bengaluru may require the service provider to immediately remove from the place of work any such staff deployed by the service provider, and the service provider shall forthwith comply with such requirements.
- iii. Staff deployed by the service provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters, etc.
- iv. The service provider shall ensure proper conduct of staff of the service provider on office premises and avoidance of any undisciplined act on their part and strictly enforce the prohibition of consumption of alcohol drinks, pan, and smoking.
- v. The normal working time is 9.00 am to 5.30 pm on all working days. The reporting time for duty and closing time shall however vary according to the nature of duties assigned. In case, a person is absent on a particular day or comes late /leaves early on three occasions, one day's wage shall be deducted. In case of resignation, 07 days prior notice should be given by the Agency or 07 days wages (pay) will be recovered from Agency. The penalty charges will be recovered from the forth coming bill under intimation to the Agency.
- vi. Before deploying the outsourced staff, the successful contractor shall arrange for the interview of the suitable candidates by the Director / Joint Director, NIFT, Bengaluru. The photocopies of the documents of the selected candidates will be retained for the record of NIFT Bengaluru.
- vii. The agency shall be responsible for their conduct and observance of normal discipline at NIFT. The contractor shall also provide its workers with photo-identity cards which shall be checked by the NIFT as and when necessary.
- viii. No remuneration is payable for unauthorized leave /absence. The agency will inform NIFT of paid leave the agency has allowed to employees.
- ix. The contractor shall supply stationery and maintain attendance and wage registers for all employees engaged under the contract at NIFT, Bengaluru and also provide monthly pay bill to the engaged employees for records.
- x. The person assigned duties at the NIFT should deal with staff, students, and visitors, politely and courteously, while enforcing discipline. In case any staff is found to misbehave or indulge in misconduct of any nature, the agency shall be asked to replace that person.
- xi. The agency shall verify the character, and antecedent of Man Power personnel before deployment in NIFT, Campus. The particulars of staff (Name, age, address, qualifications, previous service experience, etc., along with proof of document) engaged by the Agency should be submitted to the NIFT authorities. All persons engaged on contract through placement agency shall be allowed to join only after thorough scrutiny, antecedents and police verification.
- xii. NIFT reserves the right to verify the antecedents of the person engaged on duty through local police officials. For this purpose, the agency should submit requisite detailed information and passport-size photographs and extend co-operation in getting the verification done.

4. GENERAL TERMS AND CONDITIONS:

- 4.1 The agency shall be paid a service charge on the total remuneration/wages payable to the personnel.
- 4.2 The service provider shall not assign, transfer, pledge or subcontract the performance of service.
- 4.3 Any person deployed by the service provider who will be an employee of the Manpower Agency cannot claim any master & servant relationship with NIFT. Also, the service provider's staff shall not claim any benefit/compensation/absorption/regularization of service with NIFT under the provisions of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970, or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the service provider to the Director.
- 4.4 The service provider should quote service charges in percentage only which is inclusive of GST. The eligible minimum wages, PF contribution, ESI contribution, Professional Tax, and GST as per Government notifications, subject to revision from time to time.
- 4.5 The Contractor and the deputed staff must abide by various rules and regulations of NIFT as prevalent from time to time.
- 4.6 The Contractor shall comply with all existing Central Govt. labour legislation and Acts, such as Contract Labour Regulation Act, Workmen's Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc as amended from time to time. For any lapse or breach on the part of the contractor in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Contractor would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse on the part of the Contractor, in this regard.
- 4.7 The Contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever including but not limited to property loss and damage, personal accident, injury or death of/or property or person of any sub-contractor and or the servants or agents of the contractor any sub-contractor(s) and or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under Workmen's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or their Industrial Legislation from time to time in force.
- 4.8 The Contractor shall submit the monthly bill to NIFT with the copies of attendance register duly certified by the NIFT officials along with wage register, wages transferred statement to their account and pay slip to all individual of each guard, EPF deposits challans, EPF Electronic Challan cum Return (ECR), ESI deposits Electronic Challan cum Return (ECR) and GST remittance Challan. The claim will be settled based on the proof provided.
- 4.9 The copy of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.
- 4.10 The decision of the Director, NIFT, Bengaluru in any matter relating to this contract shall be final.
- 4.11 NIFT reserves the right to accept or reject any tender without assigning any reason thereof. It is open to NIFT to alter the conditions of the tender in appropriate cases in the interest of NIFT.
- 4.12 The personnel deputed will not be provided any transport facilities or conveyance allowance for attending their duties at NIFT, Bengaluru. However, if anyone is sent out for official work during their office hours, NIFT will provide transport or local conveyance on actual basis.

- 4.13 Any violation of discipline or irregularity in attendance or indulgence in misconduct on part of the personnel deployed shall be immediately withdrawn as per instruction of Director, NIFT, Bengaluru.
- 4.14 Even though you have been asked to depute personnel for one-year period, Director- NIFT, Bengaluru reserves the right to discontinue the services of personnel engaged through your agency without assigning any reason thereof.
- 4.15 Agency would be fully responsible for its personnel for their termination, discharge, or for any legal action or liabilities and/or payment of legal duties like salary or wages, EPF / ESI contribution. The agency shall be also responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act, The Employees Provident Fund Act, Central Government Minimum Wages Act, The Payment of Wages Act 1956, Payment of Bonus Act, E.S.I. Act, or any such Act applicable to carry out the work assigned by NIFT.
- 4.16 Reimbursement of the amount of EPF/ESI/PT etc., will be made only after production of proof of having paid the said amount to respective authorities. A certificate/document to this effect is to be provided along with the claim by the Agency. The tenderer will undertake not to charge any registration fee from the personnel.
- 4.17 Payment to the service provider would be strictly on the certificate by the Department of Establishment, NIFT, Bengaluru on the satisfactory provision of the services and attendance of staff deployed by the service provider.
- 4.18 TDS and other Statutory deductions will be deducted at source as per Income Tax rules & regulations in force from time to time.
- 4.19 The Contract shall be valid initially for a period of one year from the date of award of the contract. The contract could be renewed maximum of two years only in writing on yearly basis at the mutually agreed terms & conditions. Either party can terminate the contract once awarded, after giving two months' notice to the other party. Nevertheless, NIFT may terminate the contract of the contractor without any notice in case of breach of the contract. NIFT's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
- 4.20 In case of any dispute arises during the process, the decision of the Campus Director, NIFT, Bengaluru shall be binding to both the parties.
- 4.21 No amount should be collected or deducted from the employees' salary apart from statutory deductions payable to specific authorities like PF, ESI, PT etc. If this clause is violated, the contract is liable to be terminated.
- 4.22 The Service Provider who are involved in court cases/ Labour office cases are not eligible for participation in the tender process. If anyone found involved in such cases at any stage of the tender process, their tender will be summarily rejected. No further correspondence in this regard will be entertained.
- 4.23 In case of L-1 is more than one, the selection criteria would be at the discretion of the service contract committee along with the decision of the Campus Director, NIFT, Bengaluru shall be final in all respect and will be acceptable to all the Tenderers.
- 4.24 No agencies will be awarded more than one contract (Security Service, Housekeeping, or Manpower) at a time.

- 4.25 The Service Charges are admitted on wages (as per Central Govt. Rules) paid and claimed as reimbursement.
- 4.26 **Integrity Pact:** In order to ensure transparency and probity in public procurement activities, the National Institute of Fashion Technology has adopted and implemented the Integrity Pact (IP) as per the guidelines issued by the Central Vigilance Commission in respect of manpower outsourcing contracts valued at Rs. 1 Crore and above.
- The Pact shall be an agreement between the prospective vendor /bidder and the buyer committing both the parties not to exercise any corrupt influence on any aspect of the contract.
 - Only those vendors/ bidders who have entered into such an Integrity Pact with the NIFT would be competent to participate in the bidding with the NIFT whenever the value of such contract is equal to or exceeds Rs. 1 crore.
 - The IP envisages the appointment of two Independent External Monitors (IEMs) who are eminent and experienced persons of high integrity and reputation to oversee the implementation of IP and the details are
 - Shri Sunil Sreekirshna Dadhe, Former IA&AS, Email: sunildadhe@gmail.com and
 - Dr. Rabindra Kumar, Former IFoS, Email: Rabindra_us@yahoo.com.
 - The vendors/ bidders signing IP shall not approach the Courts while representing the matters to IEMs and he /she will await their decision in the matter.
 - Any violation of the Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act, 1988 and other Financial Rules /Guidelines etc., as may be applicable to the organization concerned.
 - Pre-contract Integrity Pact is to be executed on plain paper with NIFT at the time of submission of Bids. The successful Vendor /Bidder shall submit duly executed Integrity Pact on Non-Judicial Stamp paper of an appropriate value for issue of Purchase Order.
 - Only those Vendors /Bidders who have entered into Integrity Pact with the NIFT shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa (Enclosure - V) provided in the tender is a basic qualifying requirement.
- 4.27 The successful bidder shall execute an agreement in Karnataka non-judicial stamp paper of value of Rs.500/- (Rupees Five Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within seven days from the date of issue of purchase order. The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Bengaluru to recover any consequential loss from the successful tenderer.
- 4.28 **Interpretation of Clauses:** In case of ambiguity in the interpretation of any of the clauses in the tender/ contract document, the Tendering authority's interpretation of the clause shall be final and binding the Agency. In case of any conflict, the English version of the agreement shall prevail.

5. Earnest Money Deposit (EMD) and Performance Bank Guarantee (Security Deposit) PBG:

- a) Bids without paying the EMD shall be DISQUALIFIED
- b) EMD of the successful bidder shall be returned on receipt of the prescribed Performance Security Deposit.
- c) EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid process.
- d) EMD shall be forfeited, if
 - i. The bidder withdraws his bid during the period of validity of the tender.
 - ii. The successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within 15 days of the Contract order.
- e) No tenderer will be allowed to withdraw the tender after the opening of the tender. If any tenderer withdraws, the EMD amount deposited by the service provider will be forfeited and will be disqualified from participating in any future tender of the Institute.
- f) Successful bidders should submit the Performance Bank Guarantee/ Security Deposit as per GeM provision on the total bid amount, either in the form of Bank Guarantee/ DD/ FDR/ Bankers Cheque/ RTGS/ Insurance Surety Bonds (fractional number on percentage should be rounded to nearest hundreds). The EMD will be forfeited, if the bidder fails to execute the Contract on the specified timeline.
- g) The Performance Security in any form should remain valid for sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- h) The whole amount of the security deposit shall be liable to be forfeited in case of breach of any of the terms agreed upon by the contractor. The security deposit shall also be liable to appropriation against any dues payable to the NIFT, under the agreement or any expenses that may be incurred by NIFT, as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by him at NIFT. In the event of appropriation of security deposit fully or partly the contractor shall immediately make good the amount so appropriated from the security deposit in the form of demand draft failing which it shall be adjusted from the amount payable to the contractor.
- i) If any theft or loss of property is reported by any department/ section due to the negligence or improper action of any trespass of unauthorized persons, the agency shall be responsible and the NIFT shall have the right to recover damages from the payment dues & the security deposit of the agency.

- 6. ARBITRATION:** All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed there on. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Bengaluru. The language of the arbitration shall be English.

7. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of the suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Bengaluru and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.
8. **PENALTY:**
- If any delay in providing a suitable Manpower/substitute for the period beyond one week by the Agency a penalty of ₹.200/- per day per person shall be deducted from the monthly bill of the service provider.
 - Penalty will be imposed. If, the service provider fails to remit statutory deduction to the respective authorities in time.

Place:

Date:

Seal & signature of the Vendor/ Service provider

Name of the Firm/ company:

Name & contact telephone/ mobile number:

APPENDIX A

Name of post, age limit, minimum qualification and experience Criteria for personnel to be supplied

S No.	Name of the post	Age Limit for Direct Recruitment	Eligibility
1	Assistant Warden (Level-4)	30 to 55 Years	i) Graduate from a recognized university Desirable: ii) One-year experience as Asst. Warden or in analogous post in Government educational Institutions / PSUs / Autonomous Bodies / Reputed institutions.
2	Machine Mechanic (Level-4)	21 to 55 Years	iii) Diploma / Certificate from ITI as Fitter in related areas or its equivalent diploma / Certificate recognized by the Government. iv) At least 3 years' experience in repair and maintenance of cutting / sewing / finishing machines in garment production concerns.
3	Steno grade – III (Level-4)		i) Graduate from a recognized university / Institution of repute ii) Minimum speed 80wpm in shorthand and 40 wpm in typing iii) Minimum 2 years' experience in Govt./ Semi- Govt./ PSU reputed organizations iv) Proficiency in computer Operation
4	Assistant (Accounts) (Level-4)		i) Graduate in commerce / Economics / Statistics / Mathematics from a University / Institute of repute ii) Diploma / Certificate in Computer Applications Operations latest software's i.e. Ms. Office (Word / Excel / Power Point). Accounts related software and proficiency in computer operations. iii) 2 years' experience in Audit / Accounts iv) Typing speed of at least 40 w.p.m in English / Hindi
5	Junior Assistant (Level-2)		i) Passed 10 + 2 examination from a Board or its equivalent recognized by the Govt. ii) Diploma / Certificate in computer Applications Operations latest soft wares i.e. MS Office (word / Excel / Power Point and proficiency in computer operations. iii) Have a speed of 30wpm in English / Hindi Typing. Proficiency in computer Application with Lotus, Word Star, MS Word, MS office, Excel
6	Library Assistant (Level-2)		i) Graduate from a recognized university / Institution ii) Diploma in library Science. iii) At least 1-year assistance in a well-established Library.
7	Multi-Tasking Staff (MTS) (Level-1)	18 to 55 Years	i) Matriculation or equivalent pass. ii) Should be able to read and write Hindi and English OR ➤ ITI pass* * May be adopted as per special requirements of the post, if any OR * Possession of requisite driving license for two-wheeler / Three-Wheeler / Light / Heavy Motor vehicle. Should be fully conversant with traffic regulations. Should have at least 2-year experience in driving Light / Heavy Motor Vehicle.

S No.	Name of the post	Age Limit for Direct Recruitment	Eligibility
8	Laboratory Assistant (Level-2)		<u>FOR KNITWEAR DESIGN</u> i) Graduate with Diploma in Knitting Technology and minimum 1-year experience in Knitting Technology. OR ii) Class 10 with Diploma / Certificate of 3 years duration in Sewing from Govt. / Board of Technical education recognized Institute with 5-year experience in Sewing Work. OR iii) 10+2 with Diploma / Certificate of 3 years duration in Sewing from Govt. / Board of Technical education recognized Institute with 3-year experience in Sewing Work. OR iv) Graduate plus Diploma / Certificate in Computer with minimum 1-year experience. <u>FOR FASHION DESIGN</u> i) 10 + 2 plus Diploma / Certificate of 3 years duration in cutting & Tailoring / Dress Designing from any Govt. / Board of Technical education Recognized institute with 03 years of relevant experience in industry. OR ii) 10th Standard plus Diploma/Certificate of 03 years duration from any Govt./Board of Technical education recognized institute with 5 years of experience as Sewing machine operator with embroidery knowledge & skills and / or sewing supervisor in industry. <u>FOR BACHELOR OF FASHION TECHNOLOGY (AP)</u> i) 10+2 standard plus CPT / FDCT (One-year duration) certificate course from NIFT with 5 years of experience in industry / institute. OR ii) 10th standard plus three years Diploma / Certificate course in Cutting & Tailoring / Dress Designing from any Govt. recognized institutes with 5 years of relevant experience in industry / institute. OR iii) 10th Standard plus 10 years of experience as sewing machine operator and or sewing supervisor in industry. iv) With understanding of pattern making and garment construction techniques and ability to provide guidance to students through demonstration of equipment and machinery used in garment production. <u>FOR TEXTILE DESIGN</u> i) Diploma in Handloom Technology / Post Graduate Diploma in Textile Chemistry / Textile Processing from Indian Institute of Handloom Technology. ii) At least 1-year experience as a Lab Assistant in any recognized institution / weavers service Centre / Research Organization. Desirable <u>FOR INFORMATION TECHNOLOGY</u> i) Bachelor's Degree in Computer Application/ B.Sc (Computer Science) ii) Knowledge of Graphics and Multimedia software or Garment CAD. iii) 1-2 years working in woven and print design software in reputed industries is desirable

Note:

High Skilled	Level-4, Level-2 with Five-years' experience. Level-1 with Ten-years' experience.
Skilled	Level-2, Level-1 with Five-years' experience.
Semi-Skilled	Level-1

ENCLOSURE – I**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**
(On Bidders Letter head)

I / We, the authorized signatory of M/s ,
participating in the subject tender No for the item / job
of , do hereby declare :

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/ we fail to execute formal contract agreement within the given timeline OR I/ we fail to submit a Performance Security within the given timeline Or I/ we commit any breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD and I/ we will be suspended from being eligible for bidding/ award of all future contract(s) of National Institute of Fashion Technology (All Centers) for a period of one to three year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory



ENCLOSURE – II

UNDERTAKING & ACCEPTANCE LETTER BY THE AGENCY
(to be submitted on the letter Head of the service provider)

I/ We have carefully gone through the various terms and conditions as per GeM GTC/ ATC/ STC listed in the Tender Form for providing **Manpower Service** at NIFT, Bengaluru. I/ We agree to all these conditions and offer to provide Manpower Service at NIFT. I/ We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/ We have inspected the institute premises (NIFT) and have acquainted ourselves with the tasks required to be carried out, before making this offer.

I/ We am/ are responsible for ensuring that, in no case, the wages of personnel supplied should be less than the minimum mandatory rates/wages per month per person as prescribed by the Central Government.

Except statutory recoveries such as EPF and ESI no additional amount in whatever name (ex: charities, relief fund etc.) will be recovered from the wages of the personnel supplied.

I/ We having our office at
declare that I/ We have never been blacklisted/ debarred from participating in contracts by any state Government/ Central Government or any State/ Central PSU and not having any vigilance/ CBI/ Court cases are pending against the firm has been registered/ is pending against us.

I/ We hereby declare that all the statement made and submitted are true and complete to the best of my/ our knowledge. In case the submitted information found false. I/ We are fully aware that the tender/ contract will be rejected/ cancelled and EMD/ Security Deposit shall be forfeited and the contract may be terminated.

In financial bid I/ We have quoted inclusive of service charges for providing manpower with all charges (ID card, basic facilities etc.),

I/ We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Place: _____

Name & Signature of authorized person

Dated: _____

(service provider)

E mail: _____

Address: _____

Mobile No: _____

ENCLOSURE – III**DECLARATION****(to be submitted on the letter Head of the service provider)**

TO WHOMSOEVER IT MAY CONCERN

1. I/ We fully understand the terms and conditions in the tender documents. I/ We hereby unconditionally accept all terms and condition mentioned in 'Tender Document for providing **Manpower Service** at NIFT Bengaluru Campus.
2. I/ We hereby undertake that the information provided above and elsewhere in the tender is true and if any information is found to be false or have been suppressed by me the tender is liable to be rejected and the EMD forfeited.
3. I/ We has quoted the price (in percentage) keeping in view of all required man power as per indent in scope of work (further breakup has been provided in **Annexure – II**) in GeM portal.
4. I/ We have understood the existing work Situation of work in the NIFT, Bengaluru including the scope and nature of duties expected from the service provider.
5. I/ We distinctly agree that I/ We would hereafter make no claim or demand upon the NIFT, Bengaluru based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said stipulations, restrictions and conditions.
6. Any notice required to be served on me/ us shall be sufficiently served on me/ us by post (registered or ordinary) or courier or Mail ID furnished herein.

Place: _____

Name & Signature of authorized person

Dated: _____

(service provider)

E mail: _____

Address: _____

Mobile No: _____

ENCLOSURE – IV

List of clients (Govt. /Pvt. Organizations / Institution/ PSU/ Autonomous bodies/ reputed organization): (To be submitted by the bidder)

List of Govt./Pvt. Organizations / Institution/ PSU/reputed organization for whom the Bidder has undertaken such work during last three years (of which at least ONE shall be Central/State Government Department/ Autonomous bodies/ Organization / Institution/ PSU/ Reputed Organization must be supported with work orders)				
Sl. No.	Name of the organization	Date of work order	Value of the order	Whether complete the work within the stipulated time, if No, please specify the reason for delay.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Place: _____

Name & Signature of authorized person

Dated: _____

(service provider)

E mail: _____

Address: _____

Mobile No: _____

ENCLOSURE – V**(Format of Integrity Pact)**

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE-CONTRACT INTEGRITY PACT**Between****1. General:**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made at NIFT Campus Bengaluru ____day of the month of ____ between **The National Institute of Fashion Technology (NIFT), at No. 21,16th Cross, 27th Main Road, Sector – 1, HSR Layout, Bengaluru – 560102** (hereinafter called the “NIFT”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the **First Part**

and

____ (Name of Company) represented by _____, (Name of authorized person) _____ (Designation) (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part**.

WHEREAS the NIFT proposes to procure under laid down organizational procedures, contract/s for Supply, installation & Commissioning of 45 No's of Workstations the Bidder/Contractor is willing to offer against GeM Bid No. _____.

WHEREAS the BIDDER is a private company/ public company /LLP/ partnership, constituted in accordance with the relevant law in the matter and the NIFT is the pioneering Institute of Fashion Education in the country under the Ministry of Textiles. Govt of India. It was made a statutory institute in 2006 by an Act of Indian parliament and has 20 full-fledged campuses all across the country.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the NIFT to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NIFT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2. Commitments of NIFT

- 2.1 The NIFT undertakes that no official of the NIFT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 2.2 The NIFT will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 All the officials of the NIFT will report to the appropriate Government office any attempted or contemplated breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the NIFT with full and verifiable facts and the same is prima facie found to be correct by the NIFT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NIFT and during such period such officer shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NIFT the proceedings under the contract would not be stalled.

3. Commitments of BIDDER s

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the NIFT, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NIFT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BROKERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.5 The BIDDERS, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments they have made, committed to or intends to make to officials of the NIFT or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the NIFT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the NIFT or alternatively, if any relative of the officer of the NIFT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of application. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NIFT.

4. Previous Transgressions

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the empanelment process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the empanelment process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the NIFT to take all or any one of the following actions, wherever required:
- To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER (s) would continue.
 - Performance bond shall stand forfeited either fully or partially, as decided by the NIFT and the NIFT shall not be required to assign any reason thereof
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
 - To debar the BIDDER from participating in future bidding processes of the NIFT or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the NIFT.
 - Forfeiture of performance bond in case of decision by the NIFT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.2 The NIFT will be entitled to take all or any of the actions mentioned at para 5.1(I) to (V) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BROKER), of an offence as defined under Chapter XIV of the Bharatiya Nyaya Samhita, 2023 or Prevention of Corruption Act, 1988 or any law enacted for prevention of corruption.
- 5.3 The decision of the NIFT to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6. Independent External Monitors

- 6.1 NIFT has appointed 2 IEMs (Independent External Monitors hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 6.2 The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.
- 6.3 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



- 6.4 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 6.5 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.6 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the NIFT.
- 6.7 The NIFT shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the NIFT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his transaction documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.9 The Monitor will submit a written report to the designed Authority of the NIFT within 8 to 10 weeks from the date of reference or intimation to him by the NIFT / BIDDER and should the occasion arise, submit proposals for correcting problematic situations

7. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact, the NIFT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Bengaluru, Karnataka.

9. Other Legal Actions

The action stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to **3 years** or the complete execution of the contract to the satisfaction of both the NIFT and BIDDER, including warranty period, whichever is later in case BIDDER is unsuccessful, the integrity pact shall expire after six months from the date of signing of the contract.
- 10.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



11. The parties hereby sign this Integrity Pact, at Bengaluru on _____.

For & On behalf of the NIFT (Official Seal) Place: Date:	For & On behalf of the Bidder (Official Seal) Place: Date:
Witness 1. _____ 2. _____	Witness 1. _____ 2. _____

ANNEXURE – I

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

CHECK LIST OF DOCUMENTS FOR EVALUATION

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

Please tick (✓) the box and ensure compliance:

Sl. No.	Details	Yes	No	If Yes Page No (s).
1	EMD (as indicate in GeM Bid) OR seeking exception authorized certificate along with Enclosure - I			
2	Copy of PAN Card and GSTIN Registration No.			
3	Copy of Shop and Establishment certificate / Copy of Company Registration Certificate			
4	Undertaking & Declaration letter by the service provider (Enclosure - II to & Enclosure - III)			
5	Proof for having have registered office/ Operating Office at Consignee place (Bengaluru, Karnataka)			
6	Copy of Labour License & license for running similar Service			
7	Copy of EPF Registration details			
8	Copy of ESI Registration details			
9	Copy of IT returns for last three years			
10	Copy of Audited Balance Sheets and Profit & Loss Statements for last three years (2022-2023, 2023-2024, 2024-25)			
11	List of Clients - to where service provided in last 3 years / Evidence of successful completion of at least 3 (three) projects (Enclosure -IV) (NIFT Project and Projects under taken with reputed institutes like (IIT, NIT, NID, Govt sector, PSU's etc., separately)			
12	Acceptance of Integrity Pact signed copy submitted (Enclosure - V)			
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 Submitted?			

Note: Please read Tender carefully and fill up the above information

- Experience of the Tenderer means: (Experience of relevant and similar works/ same nature of work)
- Supporting documents like copies of work orders, completion certificates and performance certificates from the client in support of each of the above projects to be furnished.

Date: -

Place: -

Signature of authorized person with stamp

ANNEXURE – II

NATIONAL INSTITUTE OF FASHION TECHNOLOGY, BENGALURU

Break up provision for sum of all intended items

S. No:		Service Charges Percentage quoted in Gem Portal	Total amount value arrived as per Gem Portal formula including GST
1	In figures		
2	In words		

Note: - The above quoted amount should co-related with the total percentage and amount provide in GeM portal

FORMULA applied in GeM portal:

(((Minimum daily wage (INR) exclusive of GST+ESI (INR per day)+Provident Fund (INR per day)+EDLI (INR per day)+Bonus (INR per day)+EPF Admin Charge (INR per day)+Optional Allowances 1 (INR per day)+Optional Allowances 2 (INR per day)+Optional Allowances 3 (INR per day))*Number of working days in a month)+(Estimated Number of Overtime Hours per Resource per Month*Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST)))*(1.18 + Percentage of Service charge inclusive of GST/100))*Number of Resources to be hired*Tenure/ Duration of Employment (in months)).

Date: -

Place: -

E mail ID:

Mobile / Contact No:

Signature of authorized person with stamp