

दिनांक : 12.09.2019

**राष्ट्रीय फैशन प्राद्योगिकी संस्थान**

**NATIONAL INSTITUTE OF FASHION TECHNOLOGY**

(सांविधिक संस्थान निफ्ट अधिनियम 2006 द्वारा शासित और वस्त्र मंत्रालय भारत सरकार के द्वारा स्थापित)  
(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

**Tender No. -003/NIFT/Srinagar/Painting work-2019**

**निविदा दस्तावेज़ निफ्ट कैंपस, सीडको इलेक्ट्रॉनिक कॉम्प्लेक्स, रंगरेठ, श्रीनगर - जम्मू & कश्मीर में रंगाई & पुताई कार्य करने के लिए के लिये**

**TENDER DOCUMENT**

**FOR PAINTING WORK AT NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K)**

|  |  |
|--|--|
| अधिकारिक वेबसाइट पर निविदा अधिसूचना के प्रकाशन की तिथि<br>Date of publication of tender notification on official website | 12-09-2019   |
| निविदा दस्तावेज़ अपलोड करने की शुरुआत<br>Uploading of tender document commences from                                     | 12-09-2019   |
| विधिवत भरे हुए निविदाओं की प्राप्ति के अंतिम तिथि<br>Last date for receipt of duly filled in tenders                     | 18-09-2019 at 11.00 AM   |
| तकनीकी बोलियों के खुलने की तिथि और समय<br>Date and Time of the opening Technical Bids                                    | 18-09-2019 at 11.30 AM   |
| वित्तीय बोलियों के खुलने की तिथि और समय<br>Date and Time of the opening Financial Bids                                   | तकनीकी रूप से योग्य निविदाकारों को बाद में अधिसूचित किया जायेगा<br>Will be notified to the technically qualified tenderers |

**नोट: इस दस्तावेज़ में : 19 पृष्ठ शामिल हैं और निविदाकारों से (पृष्ठों का कुल संख्या) अनुरोध है कि वे सभी पृष्ठों पर साईन करें।**

**Note: This tender document contains 19 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.**

सूचकांक

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### परिचय

नेशनल इंस्टीट्यूट ऑफ फैशन टेक्नोलॉजी (निफ्ट) की स्थापना 1986 में भारत सरकार के वस्त्र मंत्रालय ने की थी, जिसे 2006 में संसद अधिनियम (निफ्ट अधिनियम 2006) के तहत सांविधिक अधिनियम के तहत वैधानिक दर्जा दिया गया था, जिसमें शिक्षा और अनुसंधान के प्रचार और विकास के लिए फैशन प्रौद्योगिकी का क्षेत्र। एनआईएफटी 16 केंद्रों के अपने नेटवर्क के माध्यम से पूरे देश में फैशन व्यवसाय शिक्षा प्रदान करता है। यह डिजाइन और प्रौद्योगिकी में स्नातक (यूजी) कार्यक्रम के तहत चार साल, डिजाइन, फैशन प्रबंधन और फैशन प्रौद्योगिकी में दो साल के स्नातकोत्तर (पीजी) कार्यक्रम और फैशन के क्षेत्र में पेशेवर और छात्रों की विशेष आवश्यकताओं को पूरा करने के लिए लघु अवधि शिक्षा कार्यक्रम प्रदान करता है। निफ्ट का बेंगलुरु, भोपाल, भुवनेश्वर, चेन्नई, गांधीनगर, हैदराबाद, जोधपुर, काँगड़ा, कन्नूर, कोलकाता, मुंबई, नई दिल्ली, पटना, रायबरेली, शिलांग और श्रीनगर में स्थित कैंपस के साथ नई दिल्ली में अपना प्रधान कार्यालय है।

एनआईएफटी दिल्ली कैंपस गुलममोहर पार्क के पास हाऊ खास में स्थित है। निकटतम मेट्रो स्टेशन ग्रीन पार्क मेट्रो स्टेशन है।

एनआईएफटी दिल्ली ने रोहित बाल, रितु बेरी, मनीष अरोड़ा जैसे वर्षों में कई प्रतिष्ठित पूर्व छात्रों ने निफ्ट दिल्ली से स्नातक की डिग्री प्राप्त की है।

यह विभिन्न प्रकार के नियमित और सीई कार्यक्रमों की पेशकश करता है। इसमें पुराने और सबसे अमीर संसाधन केंद्र हैं जिनमें प्रिंट और गैर-प्रिंट सामग्री का समृद्ध संग्रह है।

### INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 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, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raibareli, Shillong and Srinagar.

NIFT Delhi Campus situated in the Hauz Khas near Gulmohar Park. The nearest Metro station is Green Park Metro Station.

NIFT Delhi has produced a number of eminent alumni over the years like Rohit Bal, Ritu Beri, Manish Arora....

It offers a variety of Regular as well as CE programs. It has the oldest and richest Resource Centre having a rich collections of print and non-print materials.

नोटिस आमंत्रित निविदा

(पृष्ठ संख्या 1 से 16 तक तकनीकी बोली)

लिफाफा संख्या 1

निफ्ट कैंपस, हौज खास, नई दिल्ली "निविदा दस्तावेज़ निफ्ट कैंपस, सीडको इलेक्ट्रॉनिक कॉम्प्लेक्स, रंगरेठ, श्रीनगर -जम्मू & कश्मीर में रंगाई & पुताई कार्य करने के लिए के लिये" मुहरबंद ई-निविदाएं आमंत्रित की जाती हैं। सीपीडब्ल्यूडी के पंजीकृत ठेकेदार, एमईएस या पीएसयू सरकार / प्राइवेट / एमएनसी के साथ काम करने वाले नेशनल इंस्टीट्यूट ऑफ फैशन टेक्नोलॉजी की तरफ से निफ्ट कैंपस, हौज खास, नई दिल्ली में प्रथम मंजिल डी-ब्लॉक में टीडी विभाग में कार्य, / प्रतिष्ठित एजेंसियां, और जिन्होंने नीचे दी गई आवश्यकताओं और विवरण के अनुसार आइटम दर के आधार पर सिविल वर्क या इसी तरह के काम किए हैं। "निविदा दस्तावेज़ निफ्ट कैंपस, सीडको इलेक्ट्रॉनिक कॉम्प्लेक्स, रंगरेठ, श्रीनगर -जम्मू & कश्मीर में रंगाई & पुताई कार्य करने के लिए के लिये" का कार्य करने के लिए के लिये। बयाना राशि एवं निविदा लागत के डिमांड ड्राफ्ट / पे ऑर्डर के रूप में निविदा तारीख को प्रकाशित करने की तारीख के बाद के होना चाहिए, जो निफ्ट, नई दिल्ली" के पक्ष में देय है। निफ्ट को निविदा प्रक्रिया को रद्द करने का अधिकार होगा यदि निफ्ट को उपयुक्त निविदा नहीं मिलती है। निफ्ट को ऐसे परिस्थितियों में ताजा निविदा के लिए कॉल करने का अधिकार होगा, जिसमें पिछले निविदा में बोली लगाने वाले निविदाकारों को ताजा प्रक्रिया में भाग लेने का अधिकार होगा। निविदाकारों को एनआईएफटी द्वारा उचित समझा जाने वाले कारणों के लिए निविदा प्रक्रिया को रद्द करने के लिए एनआईएफटी के अधिकार और निर्णय को चुनौती देने का कोई अधिकार नहीं होगा। एनआईटी वेबसाइट से एनआईटी डाउनलोड किया जा सकता है: - [www.nift.ac.in/delhi](http://www.nift.ac.in/delhi) या [www.nift.ac.in](http://www.nift.ac.in)

साइट का निरीक्षण किया जा सकता है 9:30 प्रातः 5:00 शाम तक किसी भी कामकाजी दिनों में कामकाजी घंटों के दौरान। साइट की स्थितियों और बाधाओं के बारे में जागरूकता के लिए कोई अतिरिक्त राशि देय नहीं होगी।

निफ्ट को किसी भी निविदा के बिना किसी भी निविदा को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है।

निविदा की तारीख:12-09-2019

निविदा के सबमिशन की अंतिम तिथि: 18-09-2019 (11:00 बजे तक)

तकनीकी बोली खोलने की तारीख: 18-09-2019 (11:30 बजे के बाद)

बयाना राशि (EMD) राशि: रुपये 2700/- (वापसी योग्य)

(निफ्ट, नई दिल्ली के पक्ष में डीडी के रूप में)

निविदा लागत: रु.590/- (गैर वापसीयोग्य)

(निफ्ट, श्रीनगर के पक्ष में डीडी के रूप में)

**निदेशक (श्रीनगर-परिसर)**

**NOTICE INVITING TENDERS**

Invitation to Tenders, “**FOR PAINTING WORK AT NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K).**”

**1. Introduction**

The National Institute of Fashion Technology (**NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K)**) invites sealed tender from the experienced contractors for “**FOR PAINTING WORKS**” at **NIFT Campus, SRINAGAR, (J&K).**

**2. Earnest Money Deposit (EMD):**

The Bidder shall furnish EMD of Rs.2700/- (Rs. Two Thousand Seven Hundred only) along with the tender in the shape of demand draft in favour of NIFT, Srinagar, payable at Srinagar. EMD shall be returned to the unsuccessful bidders after award of work. EMD of successful bidder shall be adjusted in the bill as raised by the Contractor during the work. The tender not accompanied with requisite amount of EMD shall be rejected.

**3. Site Visit:**

The bidder is advised to acquaint himself with the job work, visit the Site & examine site conditions, climatic conditions, labour, power, material availability, transport and communication facilities, environmental regulations, laws and bye- laws of statutory, local bodies and the Govt. of India and collect all information that shall be necessary for preparing the bid and entering into a contract.

The cost of visiting the site and collecting information for the purpose of submission of the bid shall be incurred by the bidder only.

The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection.

**4. Defect Liability Period:**

The work/ materials of the contractor shall be under 12 months Defect Liability Period (DLP). Any defect/-s noticed during the defect liability period shall be rectified by the contractor without any cost to NIFT Campus, Hauz Khas, New Delhi, failing which the Security Deposit of the Contractor. If the contractor backs out from the work tender, the EMD deposited of the contractor shall be forfeited. The contractor may also be debarred from any future tendering process in the institute for reasons assigned hereinabove.

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### 5. Detail of required Experience Certificates /Work orders:

5.1 The Applicant to meet the following minimum experience:

A. Experience of having successfully competed similar works/Civil work during last 7 (Seven) years ending March, 2019, should be either of the following.

A (1) One similar / civil completed work costing not less than 80% of total tender estimated cost.

A(2) Two similar /civil completed works costing not less than 60% of total tender estimated cost for each work.

A(3) Three similar / civil competed works costing not less than 40% of tender estimated cost for each work.

B Definition of "Similar Work" Experience in carrying out similar work / civil work/ civil maintenance works in private sector or Govt. organizations/ PSU's.

### 6. Submission of Bids:

- (a) The sealed hard copy of the tender shall be submitted in one big envelope superscripting "**FOR PAINTING WORK AT NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K)**", containing two separately sealed small envelopes, one for "Technical Bid " and another for "Financial Bid " superscripting as such and addressed to Director (Srinagar-J&K), NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT Campus, Head Office, B-Block-IIInd Floor, Hauz Khas, Near Gulmohar Park, New Delhi – 110016. The sealed tender must be dropped in the tender box at 1st Floor, H Block, NIFT, New Delhi – 16, Delhi Campus only, on or before 18-09-2019 by 11.00 A.M.
- (b) The technical bid envelope must contain the technical bid in prescribed Performa as per Annexure - II along with a demand draft of Rs. 590/- (Rupees Five Hundred Ninety only) towards cost of tender (non-refundable) and Earnest Money Deposit (refundable but non-interest bearing) of Rs.2700/- (Rupees Two Thousand Seven only) favoring NATIONAL INSTITUTE OF FASHION TECHNOLOGY, Srinagar and payable at Srinagar with all relevant documents in support of eligibility and experience criteria. The financial bid envelope must contain only the financial bid. The financial bid shall include all the charges including all taxes etc to complete the work in all respect. NIFT will not accept any claim other than mentioned in financial bid.
- (c) The technical bid will be opened in the chamber of Director (Srinagar) NIFT-Delhi, Head Office B-Block-IIInd Floor, Hauz Khas, Near Gulmohar Park, New Delhi – 110016, on 18-09-2019 at 11.30 A.M. in the presence of the bidders/ their authorized representatives and committee members who wish to be present. The Financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.

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- (d) The interested firms are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and/or are found incomplete in any respect shall be summarily rejected.
- (e) Any further clarifications can be sought from the office of Director (Srinagar Campus) on Telephone No. 0116542046, 01126542173 NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K).

### TERMS & CONDITIONS:

1. No paper shall be detached from the tender.
2. If any date mentioned above happens to be a holiday, then the next working day will be the relevant date.
3. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender shall be filled in and submitted in strict accordance with the instructions laid down herein; otherwise the tender shall be liable to be rejected by the NIFT unilaterally without assigning any reason or giving explanation to this effect.
4. The tender shall be liable to be ignored/rejected if complete information is not given there-in, or if the particulars and data (if any) asked for in the Schedule to the tender are not filled in or any wrong/false or incorrect information is given or any material thing is concealed or manipulated therein.
5. The Earnest Money of the successful tenderer shall be returned after the security deposit as required in terms of the tender, is furnished by the L-1. The Earnest Money to other than lowest bidders will be returned after finalization of the L-1.
6. The Earnest Money deposited shall be liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the EMD shall also be liable to be forfeited by the Purchaser i.e. NIFT and NIFT shall be entitled to initiate appropriate legal proceedings against the tenderer for the losses suffered by it as a result of the same.
7. The all rates/total amount shall include GST (as applicable), cost of labours & material for the works complete in all respects and no extra amount shall be payable on this account.
8. Water and Electricity shall be provided free of cost at one point for bonafide use only.
9. The agency must enclose copy of the PAN Card of the company/Proprietor / Partner and work experience certificate / work order for having executed the similar works/ Civil work Tender of any agency without above shall be rejected outrightly.
10. The EMD deposited by the contractor shall be released with running / final bill duly submitted by contractor
11. The payment shall be made on the submission of bill, as per actual measurements of works and after successful completion of work by the contractor.
12. Tender of any agency not adhering to the above mentioned terms of the tender shall be rejected outrightly.
13. Technically qualified bidder will be informed present at the time of opening of financial bid.

6. **Selection Criteria:** The work will be awarded to L1 vendor on overall basis of “FOR PAINTING WORK AT NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K)” of Financial Bid. The determination of lowest bidder will NOT be on individual rates of financial bids. Rather it will be on overall basis.

**The following documents / information shall be attached along with Technical Bid as follows:-**

- A. Copy of Pan Card.
- B. EMD and Tender cost as required.
- C. All NIT document shall be signed by contractor or partner or proprietor with rubber stamp of contractor/ agency and mobile no.
- D. The technical bid page no. 1 to 16 with demand draft of EMD and tender cost should be kept in envelope no. 1 and closed the envelope properly.
- E. Financial bid should be kept in envelope no.2 and closed the envelope properly.
  
- F. Envelope no.1 & 2 should be kept in envelope no. 3 and closed the envelope properly.
- G. Please write the name of work such as ““FOR PAINTING WORK AT NIFT CAMPUS, SIDCO ELECTRONIC COMPLEX RANGRETH, SRINAGAR-191132 (J&K)”,on each envelope.
- H. The other terms and conditions shall be applicable as mentioned in NIT.
- I. GST registration certificate of the contractor/ agency / firm.
- J. The tender of any agency without above shall be rejected outrightly.

#### **7. Time of Completion**

The work shall be duly completed within 10 days from the date of receiving of work order by the agency.

#### **8. Liquidated Damages/ Penalty for Delay:**

If the contractor fails to complete the work within the stipulated time or time extended by the Institute ( if any) liquidated damages at the rate of 1% per week (07 days) of delay subject to maximum 10% of the total contract value shall be deducted and recovered from the contractor.

#### **9. Specifications:**

The materials supplied and proposed to be used in the work shall be of requisite specifications as specified in NIT, as per specification given in BOQ and as per approved list of make (placed at page-19). If there is no specified make given in BOQ, these will be executed as per CPWD specification.

#### **10. Payment**

Payment will be made after satisfactory completion & handing over of the entire work and bill submitted by the Contractor. Applicable GST/taxes/ TDS etc. shall be deducted from the amount payable to the contractor.



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### 11. Bill of Quantity:

The quantities of work given in the Bill of Quantities (BOQ) are approximate to give an idea of work. Work shall be carried out as per the given design / specifications and the quantities may vary on higher or lower side. The contractor shall execute the varied quantity of work on the quoted rates. The payment shall be made as per actual measurement of work.

### 12. Tools & Tackles:

All tools, tackles such as other equipment as per requirement of work will be arranged by the contractor and their charges will be deemed to be included in the quoted rates, no extra payment shall be made for the same to the Contractor.

### 13. Risks:

Contractor shall be solely responsible for safety of his workers, working at site by following all safety norms in the trade.

All risks of loss or damage to physical property and of injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are:

- a. (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.  
(ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,  
(iii) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component therefore.  
(iv) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed.
- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

### 14. Performance Guarantee / Bank Guarantee

1. Within 10days of receipt of work order from NIFT, the successful firm shall furnish the Performance Guarantee Equivalent to 10% of the contract value in the form of Bank Guarantee (from any Nationalized Bank) valid for 50 days beyond expiry of the Defect Liability Period in the format as per Annexure – A or in the form of demand Draft/ Pay Order in favour of NIFT New Delhi or 10% deduct from RA/Final bill
2. Failure of contractor to comply with the requirement of contract shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD, Security Deposit in which event NIFT New Delhi may get the work done at the risk & cost of the Contractor.

### 15. Contract Agreement:

NIFT will notify the successful bidder that his tender has been accepted and it will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged

affirmatively by the bidder as a token of acceptance and a contract agreement will be signed between both parties on the agreement form **Annexure- B**. The contractor shall present the agreement on appropriate value of stamp paper for signature of NIFT New Delhi.

**16. CONCILIATION/ARBITRATION:**

- a. If any dispute (s) or difference (s) of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Campus Director, NIFT – Delhi Centre.
  - b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the sole Arbitrator to be appointed by Campus Director, NIFT – Delhi Centre.
  - c. The arbitration proceeding shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
  - d. The venue of the arbitration shall be New Delhi, India & the language of arbitration shall be English. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
  - e. The arbitrator shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.
  - f. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.
17. Tender shall be accompanied by all the relevant documents covered in the tender.
  18. The full & final payment shall be made by the purchaser i.e. NIFT only after delivery and successful installation of equipments/items for which the bid is made at NIFT Delhi Centre.
  19. The successful tenderer shall deposit 10% (including Amount of Earnest money) of the quoted price of the equipment(s) as Security Deposit with NIFT in shape of Demand Draft (in favour of NIFT, New Delhi), upto the warranty/guarantee period. No interest shall accrue on this deposit.
  20. The supplier shall ensure that he himself or his authorized representative is available for proper handing over the supplies/consignments at NIFT Campus, New Delhi.
  21. The NIFT is registered with the DSIR for the purpose of availing customs duty exemption in terms of Govt. Notification No. 51/96-Customs and Central Excise duty exemption in terms of Govt. Notification no. 10/97-Central Excise as amended from time to time. The duty charges are to be paid by the tenderer accordingly in case of imported items.
  22. The vendor should have qualified engineers/ staff to attend the after sales service at the centres where the items are to be supplied and the vendor shall ensure a timely service in case of any complaints with regard to the functioning of the said equipments/items and failure to do so shall attract appropriate legal action against the supplier for the losses if any as a result of the same.
  23. All statutory duties and taxes (including excise and customs) GST and any other taxes or duties may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer shall attract the forfeiture of the EMD and shall entitle NIFT to take appropriate legal action against the Tenderer.

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24. The contractor shall be liable with regard to compliance of all laws, regulations, rules & directions given by any statutory or constitutional authority for the time being in force in the state of Delhi.

**25. Right to accept or reject the Tender:**

Director, NIFT, Srinagar (J&K) reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**निदेशक (श्रीनगर-परिसर)**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE  
(on stamp paper of appropriate value from any Nationalized Bank)**

To,

**M/s National Institute of Fashion Technology,  
Hauz Khas,  
New Delhi.**

Dear Sir,

In consideration of National Institute of Fashion Technology (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to ..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. .... In terms inter alias, of the NIFT's Letter No. .... dated. .... and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We. .... (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .... (Rupees.....only).

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

3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under

vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....

8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtained and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

**003/NIFT/Srinagar/Painting work/2019**

11. We. ....the said Bank further hold that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and this guarantee shall remain in force till .....and unless a claim is made on us within 3 months from that date, that is before ..... all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

**Dated.....day of.....2019.**

**For and on behalf of Bank**

**Issued under seal**

**FORM OF AGREEMENT  
(On appropriate value stamp paper)**

**AGREEMENT**

This agreement made the.....day of .....2019 between the National Institute of Fashion Technology, Hauz Khas, New Delhi, (hereinafter called "NIFT") of the one part, which expression shall include his successors and assigns and M/s.....(hereinafter called "The contractor") which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIFT is desirous that certain works should be executed by the contractor, viz.....  
..... National Institute of Fashion Technology, Hauz Khas, New Delhi ("the works") and has accepted a bid of the contractor for the execution and completion of the works and the remedying of any defects therein.

Now this agreement witnesses as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a. Tender No.....dated.....
  - b. Letter No.....to M/s.....
  - c. NIFT work order letter No.....dated.....
3. In consideration of the payment to be made by the NIFT to the contractor as hereinafter mentioned, the contractor hereby covenants with NIFT to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of this agreement.

4. The NIFT hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In witness whereof the parties hereto have this agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said \_\_\_\_\_

Binding signature for and on behalf of NIFT \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of

Witness (1): .....

Witness (2): .....



**TECHNICAL BID (PAGE NO. 1-17)**

(To be kept in envelop no -1 superscribed as "Technical bid" with name of work)

1. Name of the Vendor : .....
2. Name of the authorized person :.....  
(who signs on the tender document)
3. Address of the Vendor : .....
4. Phone No. : .....
5. Mobile No. : .....
6. Fax ( if available ) : .....
7. E mail ID :- : .....
8. A copy of cancelled cheque of account of agency-----

Document to be submitted

| S.No. | PATICULARS   | Attached at pg. no. | Remark / detail   |
|-------|--|---------------------|---|
| 1     | Earnest Money demand draft for Rs.2700/-(separate DD)<br>(Date of DD must be after the publication date of tender)                           |                     | Date of DD.....<br>DD Number.....<br>Amt of DD.....   |
| 2     | Tender cost demand draft for Rs. 590/- (separate DD) (Date of DD must be after the publication date of tender)                               |                     | Date of DD.....<br>DD Number.....<br>Amt of DD.....   |
| 3     | Whether agreed to abide by all the terms & conditions of this tender   |                     | Yes/ No   |
| 4     | PAN number   |                     | Copy to be attached with signature of vendor/ contractor  |
| 5     | Copy of work order/ experience certificate with amount of work done during last 7 years ending March-2019 (as per clause no. 5)              |                     | Copy to be attached with signature of vendor/ contractor  |
| 6     | Copy of three years ITR (AY-2018-19, 2017-18, 2016-17,)  |                     | Signed copy to be attached  |
| 7     | Have you ever been debarred/ blacklisted by any Govt. organizations/PSU/ Educational Institute   |                     | Yes / No and enclosed a undertaking on letter head with signature of owner or proprietor of company |
| 8     | Delivery & installation/ completion of work (No. of days for completion of work – 10 days)   |                     | Agreed/ not agreed  |
| 9     | GST registration certificate   |                     | Copy of certificate to be enclosed  |
| 10.   | Vendor should enclosed a client list alongwith clients name, address and phone no. supplied by them during last 7 years                      |                     | List to be attached   |
| 11.   | Compliance to the technical specification duly signed (as per tender document)   |                     | Yes or No   |
| 12    | The technical bid with DD of EMD & Tender cost in envelope no. 1 in sealed envelope duly signed by the contractor or partner of proprietor   |                     | To be filled and signed   |
| 13    | The financial bid should be in sealed envelope no. 2 followed two bid system   |                     | To be filled and signed   |
| 14    | The envelope no. 1 & 2 should be sealed separately and put into the envelope no. 3 and envelope no.3 sealed properly with complete document. |                     | To be filled and signed   |

निदेशक (श्रीनगर-परिसर)

Financial/ price bid (to be kept in separate envelop no.-2)

(Page No 18 & 19)

निविदा दस्तावेज़ निफ्ट कैंपस, सीडको इलेक्ट्रॉनिक कॉम्प्लेक्स, रंगरेठ, श्रीनगर -जम्मू & कश्मीर  
में रंगाई & पुताई कार्य करने के लिए के लिये”

BOQ for painting work in New proposed building of IT tower 2nd For hostel  
accommodation. At NIFT campus , MOT,(Govt. Of India ), SIDCO Electronic complex Rangreth  
, Srinagar – 191132 , J&K.

| S.No. | Item   | Qty. | Unit | Rate | Amount |
|-------|--|------|------|------|--------|
| 1     | Providing & laying cement based putty 1 mm thk. Over the new surface of walls & ceilings . (for one floor only)  | 4500 | Sft. |      |        |
| 2     | Providing & laying / painting with 3 or more coats of oil bound distemper including primer over the new surface of walls & ceilings . (for one floor only) | 4500 | Sft. |      |        |
|       | Sub Total  |      |      |      |        |
|       | Rebate if any in %   |      |      |      |        |
|       | Total  |      |      |      |        |
|       | GST 18 % or as applicable  |      |      |      |        |
|       | <b>Grand Total with GST</b>  |      |      |      |        |

Total amount in works with GST Rs.:

निदेशक (श्रीनगर-परिसर)

**List Of Approved Make and any color for Materials which will be used in toilets/ at site**

|           |  |  |  |  |
|-----------|--|--|--|--|
| <b>1</b>  | <b>PlyBoard &amp; laminate</b>   |  |  |  |
|           | Century / Duro/ green /merino or approved any make, colour & shade   |  |  |  |
| <b>2</b>  | <b>Granite ( 18 mm thk. )</b>  |  |  |  |
|           | Asian top / Jet black/ Lakha Red/ Galaxy/ Brazil /Tan Brown/Cat Eye /Light Brown/dark Brown or approved any make, colour & shade |  |  |  |
| <b>3</b>  | <b>Sanitaryware</b>  |  |  |  |
|           | Hindware/ cera / kohler /Jaquar or approved any make, colour & shade   |  |  |  |
| <b>4</b>  | <b>CP fittings</b>   |  |  |  |
|           | Hindware/ cera/ kholar /Jaquar or approved any make, colour & shade  |  |  |  |
| <b>5</b>  | <b>CPVC pipes &amp; fittings</b>   |  |  |  |
|           | Astral/ ajayflowguard/supreme/ashirwad or approved any make, colour & shade  |  |  |  |
| <b>6</b>  | <b>Wall tiles &amp; Floor tiles</b>  |  |  |  |
|           | Somany/kajaria/orient/johnson or approved any make, size, colour & shade   |  |  |  |
| <b>7</b>  | <b>Paint &amp; Primer</b>  |  |  |  |
|           | Asian/Nerolac/Berger /Dulux or approved any make, colour & shade   |  |  |  |
| <b>8</b>  | <b>Cement</b>  |  |  |  |
|           | Ambuja /Binani/ Sri Ram/ACC/JK/Birla or approved any make, colour & shade  |  |  |  |
| <b>9</b>  | <b>C I pipes &amp; Fittings</b>  |  |  |  |
|           | HEP/RIF/Necco or approved any make, colour & shade   |  |  |  |
| <b>10</b> | <b>Hardware &amp; Fittings /Hingies/Door closer/Door lock</b>  |  |  |  |
|           | Door king/Doorset/Ozone/doorma/godrej /Harison/Inox/Jolly/Hettich /Plaza/Bolt or approved any make, colour & shade               |  |  |  |
| <b>11</b> | <b>Glass</b>   |  |  |  |
|           | Saint Gobain/Modi Guard/Ashi or approved any make, colour & shade  |  |  |  |
| <b>12</b> | <b>GI Pipes &amp; Fittings</b>   |  |  |  |
|           | Jindal Hissar/Tata Gold /Unik or approved any make, colour & shade   |  |  |  |
| <b>13</b> | <b>Water proofing material</b>   |  |  |  |
|           | Pidilite /Sikka or approved any make, colour & shade   |  |  |  |
| <b>14</b> | <b>TMT Bars</b>  |  |  |  |
|           | Rathi/Sail/Tata/Kamdhenu or approved any make, colour & shade  |  |  |  |
| <b>15</b> | <b>CP Accessories /Fittings</b>  |  |  |  |
|           | Jaquar/Chilli/Camry/Hi Life/Hindware/Cera or approved any make, colour & shade   |  |  |  |