



NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

TENDER DOCUMENT FOR HIRING OF ADVERTISING AGENCY

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

Time schedule for tender process:

Date of publication of tender notification on official website/CPP Portal	18-08-2025
Download of tender document commence from	18-08-2025
Last date and time for submission of online bids on CPP portal	09-09-2025 at 3:00PM
Date and Time of the opening Technical Bids	10-09-2025 at 3:00PM
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains 17 pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.

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1. **INTRODUCTION:**

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 19 Campuses. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its Head Office at New Delhi with its Campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Daman, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Panchkula, Patna, Raebareli, Shillong, Srinagar and Varanasi.

2. **NOTICE INVITING TENDER**

The NIFT Head Office invites Online tenders under "TWO BIDS SYSTEM" for selection of an advertising agency for NIFT Head Office, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi-110016 and its 19 Campuses from reputed agencies. The contract period will be initially for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis for another two years.

The details of the tender are given below:-

- a. Description of Services: selection of an Advertising agency for **NIFT Head Office, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi-110016 and its 19 Campuses across country.**
- b. Closing date & time for submission of online bids: 09-09-2025 at 3:00PM
- c. Date & time of opening of Bid:
 - i. **Technical bid: 10-09-2025 at 3:00PM** (in presence of the tenderers or their authorized representatives who may wish to attend the same.
 - ii. Financial bid: After evaluation of Technical Bid date & time will be informed to technically qualified bidders.
 - iii. Bid validity upto: 90 days from the date of opening of financial bid

"TWO BIDS SYSTEM" shall be followed for this tender. Bids received shall be evaluated as per the technical criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms



and conditions and compliance to the Scope of Work requirement etc.

The tender document is not transferable to any other person. The tender document can be downloaded from the NIFT's official website www.nift.ac.in as well as from CPP portal i.e. <https://eprocure.gov.in/eprocure/app> for reference.

In case of any clarification required relating to submission of this tender on CPP portal, the same can be sought from the following officers of NIFT:

a. Assistant Director (Admin.) National Institute of Fashion Technology, Head Office, Near Gulmohar Park, Hauz Khas, New Delhi – 110016

Phone No. 011-26542016, 011-26530812, and email id: ad.admin.ho@nift.ac.in.

3. ONLINE SUBMISSION OF TENDER

The process of online submission of bids are available on CPP portal i.e. <https://eprocure.gov.in/eprocure/app>. The tender document can be downloaded from NIFT's website i.e. www.nift.ac.in and also from <https://eprocure.gov.in/eprocure/app>. Applications to this tender will be accepted only through the online mode <https://eprocure.gov.in/eprocure/app> along with proof of scanned copies of Earnest Money Deposit (EMD) of INR 75,000/- (Rupees SeventyFive Thousand only) in the form of Demand Draft/Banker Cheque, fixed deposit receipt, Bank Guarantee in favor of 'National Institute of Fashion Technology' and payable at New Delhi with all relevant documents. No other mode of application will be considered and application will not be accepted. The bidder can also submit the EMD online in NIFT account as per bank details given below:

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

The online financial bid will be opened on the date which will be communicated to only those bidders who are found to be technically qualified after evaluation of technical bids.

The interested bidders are advised to read carefully the entire tender document before submitting their tender. The tender documents not received online in prescribed format and/or are found incomplete in any respect will be summarily rejected.

You are required to sign each page of each part of this tender document for acceptance of terms and conditions and submit along with your bid.

This tender document is being issued with no financial commitment and the NIFT reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. NIFT also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.

You may contact Assistant Director (Admin.), National Institute of Fashion Technology, NIFT Campus, Near Gulmohar Park, Hauz Khas, New Delhi-110016 Phone No. 011-26542016, 011-26530812, email ad.admin.ho@nift.ac.in for grievance related to bidding condition, bidding process and/or rejection of bid. With regards to bidding condition, this shall be done in writing at least 10 days in advance of the stipulated date of submission of bid.

4. GENERAL INSTRUCTIONS:

- i. Tender shall be submitted in prescribed tender form online only. The tender shall be liable for rejection if not submitted in the prescribed format.
- ii. The list of the services to be rendered should not be altered by the tenderer. No paper shall be detached from the document.
- iii. The name and address of the tenderer must be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender
- iv. The tender is liable to be rejected if complete information is not given there-in or if the particulars of data (if any) asked for in the Tender document are not filled in.
- v. Tenders received after the specified date and time, due to whatever reason, shall not be considered for bidding.
- vi. All the technical bids will be opened by the Committee authorized for this purpose in the presence of tenderers / authorized person(s) of the tenderers on 10-09-2025 **at 3:00PM** who wish to attend.

Financial Bid of the technically qualified tenderers will be opened later on and the date and time will be informed accordingly.

5. TECHNICAL ELIGIBILITY CRITERIA

Tenders are invited from reputed and experienced INS Accredited Advertising Agencies to work as an approved Advertising Agency for releasing the press release/ advertisement of NIFT. All the advertising jobs given by the Institute are confidential and time bound. Most of the advertisement works are related to Admission, Recruitments and Events organized by the Institute. The following documents are required:

- i. Advertising agency should be active for minimum last 7 years as Fully Accredited by Indian Newspaper Society with operational office in New Delhi / NCR. Franchisees cannot apply **(Please enclosed a copy of proof)**.

- ii. The agency should have experience of providing advertising services to minimum 2 Recognized Universities, Scientific / Technical & Management Institutes **(Enclosed a copy of proof)**.
- iii. Advertising agency should have experience in handling job of press advertising & media released of a single contract of amount not less than rupees 30 lakhs and at least two jobs of press advertising contract of amount not less than Rupees 20 Lakhs each in last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-24 **(copy of work order to be enclosed)**.
- iv. Advertising agency should have experience in coordinating at least one International media released for any Education / PSU / reputed organization account of repute in the last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-24 **(copy of work order & related Documents to be enclosed as proof)**.
- v. Advertising agency should have experience of have providing its services on DAVP rates to at least two Govt. dept. **(proof to be enclosed)**.
- vi. The annual turnover of Advertising agency should be minimum Rupees 1 Crore (every financial year) during the three consecutive financial years i.e. 2021-22, 2022-23 and 2023-24 **(CA Certificate with Audited statement to enclosed)**.
- vii. *The advertising agency applying for empanelment should not have been blacklisted by any organization. (Self-certification on the letter head of the Agency may be enclosed)*
- viii. *The company is required to submit the copy of PAN No., GST No. etc. in support of other documents.*

6. SCOPE OF WORK

Advertising Agency shall have to release the press release / advertisement in print, voice, electronic and other media for NIFT-Head Office and its Campuses which are related to Admissions, Recruitments, Tenders and various events assigned to NIFT. As the matters are strictly time bound, the Agency has to execute the work in stipulated time and advertise as per specific directions on Commercial or DAVP rates as applicable. The agency will also be required to prepare plan of publication in consultation with NIFT.

7. TERMS & CONDITIONS

- i. The online bids will be received by **NIFT up to 3:00 PM on 09-09-2025**. Any bid received after the prescribed deadline shall not be considered irrespective of rates. Date and time of opening of financial bids of such firms which meet the prescribed technical criteria will be notified separately.
- ii. Earnest Money (EMD) of **Rs.75,000/- (Rupees Seventy Five Thousand only)** in the form of Demand Draft /Banker Cheque/ Fixed Deposit

receipt/Bank Guarantee (as per Annexure-III) in favor of 'National Institute of Fashion Technology' and payable at New Delhi with all relevant documents (except those who are specifically exempted by NSIC, MSME etc.) should accompany with the Technical bid document. Such EMD shall not carry any interest. Any bid not accompanied with required EMD shall be deemed to be invalid and will be rejected by NIFT. The bidder can also submit the EMD online in NIFT account as per bank details given below **on or before 09-09-2025 at 3:00 PM.**

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

- iii. The EMD shall be forfeited if:
 - a. The bidder withdraws his bid during the period of bid validity.
 - b. In the case of successful bidder, if he fails to furnish the required Security Deposit within the specified time limit.
- iv. The EMD of the successful bidder shall be retained towards making of the security deposit for the performance of the contract and shall be discharged after submission of the required security deposit.
- v. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.
- vi. The Advertising Agency should be sincere and prompt at call of the NIFT. The execution of job is to be time bound and with all required information so as to avoid the delay or duplication. The Agency shall be required to execute the task even at the shortest notice and on holidays.
- vii. No artwork charges will be paid in any case.
- viii. The Agency shall keep all the information of the NIFT **CONFIDENTIAL** and shall not divulge/ divert the same to any outsider.

8. RATES AND PRICES

All statutory applicable duties and GST may be clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.

9. RELAXATION IN TURNOVER & EXPERIENCE: -

As per Govt. of India policy circular 1(2)/2016/MA dated 10th March, 2016 relaxation shall be provided to Startups/MSEs in public procurement on prior experience & Turn over criteria subject to meeting quality and technical specifications.

10. TERMS OF PAYMENT

Payment will be released on monthly basis within a fortnight after receipt of bills and certification by respective department that the service provided by the agency is satisfactory. The agency shall submit proof of advertisement in the News Papers to NIFT along with claim for payment.

11. COMPLIANCE WITH THE LAWS& REGULATION

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

12. PENAL CLAUSE

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

- a) If due to delay in performing service as per schedule, an alternate arrangement is made by NIFT, the extra expenditure incurred, if any, by NIFT shall be recovered from the bill of the agency.
- b) Penalty at the rate 0.5% per day of delay subject to maximum of 10% computed on the value of particular order.

13. TERMINATION OF CONTRACT

NIFT reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NIFT from Security Deposit or pending bill or by raising a separate claim as the case may be.

14. SECURITY DEPOSIT

The successful bidder shall deposit an amount of Rs. 1,25,000/- (5% of 25 Lakhs) as security deposit in the form of Demand Draft / banker cheque/FD/BG in favour of NIFT, payable at New Delhi shall be submitted in sealed envelope addressed to Assistant Director (Admin.), National Institute of Fashion Technology, 2nd Floor, Room No. 9, NIFT Campus, Hauz Khas, Near Gulmohar Park, New Delhi – 110016. The successful bidder can also submit the Security Deposit online in NIFT account as per bank details given below:

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

EMD of successful bidder may be converted into Security Deposit on written request to the Competent Authority. Security Deposit should remain valid for a period of 60 days beyond contractual obligations of the agency.

15. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

16. CONCILIATION/ ARBITRATION

- i. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by NIFT.
- ii. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by NIFT with the mutual consent of the other party. If the parties fail to reach agreement on the appointment within thirty (30) days of the commencement of arbitration proceedings, the appointment shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto.
- iii. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- iv. The venue of the arbitration shall be New Delhi, India and the language of the arbitration proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- v. The arbitrator will give the speaking and the reasoned Award. The arbitral award shall be final and binding on both parties. The Parties will not be entitled to any pendente-lite interest during arbitration proceedings.

17. FORCE MAJEURE

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

18. APPLICABLE LAW AND JURISDICTION

- i. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.
- ii. No alternative offer shall be considered.
- iii. NIFT reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without assigning any reason or without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NIFT action. No claim whatsoever will be entertained / paid by the NIFT to the bidder (s).
- iv. Any clarification on the documents may be obtained from:-

Assistant Director (Admin.)

National Institute of Fashion Technology

NIFT Campus

Head Office, Hauz Khas, New Delhi – 110016.

011-26542016, 26530812

ad.admin.ho@nift.ac.in



- v. After award of LOA, the Agency is required to enter into a Contract within one-month period with NIFT on the terms and conditions as detailed in the tender document.
- vi. On finalization of tender the selected bidder needs to submit declaration under anti profiteering applicable as per GST laws.

(Signature of the authorized person with seal)

Annexure-I

TECHNICAL BID

	Name of the Agency	
	Registered Office	
	Nature of Agency (Ltd. Co., Partnership etc.) (Attach copy of partnership Deed/Certification of Incorporation)	
	Year of Establishment as INS	
	Registration Number, if any/Trade License No. (Attach photocopy)	
	Address of Communication	
	Telephone number of the contact : Person (Mobile number if any)	
	Name of Director /Proprietor /Partners (With address and telephone No.)	
1.	Advertising agency should be active for minimum last 7 years as Fully Accredited by Indian Newspaper Society with operational Office in New Delhi / NCR. Franchisees cannot apply (Please enclosed a copy of proof).	
2.	The agency should have experience of providing advertising services to minimum 2 Recognized Universities, Scientific / Technical & Management Institutes (Enclosed a copy of proof).	
3.	Advertising agency should have experience in handling job of press advertising & media released of a single contract of amount not less than rupees 30 lakhs and at least two jobs of press advertising contract of amount not less than Rupees 20 Lakhs each in last three consecutive financial years i.e. 2021-22, 2022-23 and 2023-24 (copy of work order to be enclosed).	
4.	Advertising agency should have experience in coordinating at least one International media released for any Education / PSU / reputed organization account of repute in the last three consecutive years i.e. 2021-22, 2022-23 and 2023-24. (work order & related Documents to be enclosed as proof).	
5.	The Advertising agency should have experience of have providing its services on DAVP rates to at least two Govt. dept. (proof to be enclosed).	
6.	The annual turnover of Advertising agency should be minimum Rupees 1 Crore (every financial year) during the three consecutive financial years i.e.	

	2021-22, 2022-23 and 2023-24(CA Certificate with Audited statement to enclosed).	
7.	The advertising agency shall provide a certificate that it has not been debarred or blacklisted by any Central/State Government department/bodies/PSUs/any other Govt. department/etc. from participation in the tender process applying for empanelment, (Self certification on the letter head of the agency may be enclosed)	
8.	Permanent Account Number (proof to be enclosed).	
9.	GST No. (Proof to be enclosed).	
10.	EMD Money of Rs.75,000/- (Rupees Seventy Five Thousand only) (proof to be enclosed).	
11.	Those exempted from submission of EMD and Tender fee, must submit certificate issued by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)/NSIC etc. or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).	

Any other information which you would like to add (may be given on a separate page)

(Supporting Documents to be attached duly signed by the authorized signatory of the organization)

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

(Signature of the authorized person with seal)

Annexure - II

FINANCIAL BID

1 a). We are offering.....% (percent) discount on Commercial Card Rate in all Publications/Editions.

*****X*****X*****

1 b) We are offering.....% (percent) discount on DAVP Card Rate in all Publications/Editions.

Signature :

Name of the Signatory :

Name of the Firm :

Company Seal :

Date.....

Place.....

Note:

a. Parameter for evaluation of the Financial Bid for selection of agency is as follows:

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

b. The award of the contract will be given to the agency, whose overall score is higher as per 80:20 weightage selection criteria mentioned above.

(Signature of the authorized person with seal)

Annexure – III

BANK GUARANTEE FORMAT FOR FURNISHING EMD

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

.....
 Name and designation of the officer

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

Annexure – IV

Bank Guarantee Format for Furnishing Security Deposit

1. In consideration of National Institute of Fashion Technology, having its Head Office at NIFT Campus, Near Gulmohar Park, HuazKhas, New Delhi – 110016(hereinafter referred to as NIFT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to-----with its Registered / Head Office at ----- (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NIFT's Letter of Intent No.-----dated-----and the same having been unequivocally accepted by the contractor resulting in a 'Contract' bearing No.-----dated ----- validatRs._____(Rupees _____only) forand the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.------(Rupees-----value of the contract to NIFT, wehavingits Head Office at pression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay NIFT, on demand any and all money payable by the Contractor to the extent of Rs.------(Rupees _____only) as aforesaidat any time upto without any demand reservation contest, recourse for protest Bank shall be conclusive and binding notwithstanding any difference between NIFT and Contractor or any dispute pending before any Court, Tribunal or any other authority.

1. We, the -----Bank undertake not to revoke with guarantee during its currency without previous consent of NIFT and further agree that the guarantee herein contained shall continue to be enforceable till NIFT discharges this guarantee or which is earlier.
2. NIFT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. NIFT shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or two forbear to enforce any covenants, contained or implied, in the Contract between NIFT and the Contractor or any other course or remedy or security available to NIFT. The Bank shall not be released of its obligations under this guarantee by any exercise by NIFT of its liberty with reference to the

- matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of NIFT or any other indulgence shown by NIFT or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
3. The Bank also agrees that NIFT and its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without processing against the Contractor and notwithstanding any security or other guarantee that NIFT may have in relation to the Contractor's liabilities.
 4. This guarantee shall not be affected by any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NIFT or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.
 5. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) subject to the clause as stated immediately hereafter. This guarantee shall remain in force till.
 6. This guarantee shall continue and hold good until it is released by NIFT on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor has discharged all their obligations under the said Contract and produced a certificate from NIFT's representative certifying the due completion of the work under the said contract and submitted 'No-demand Certificate' provided always that unless extended this guarantee shall remain in force till----- should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NIFT to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of the guarantee on NIFT's request till such time as may be required by NIFT.
 7. We-----Bank shall be discharged of our liability under the guarantee unless a claim is made by NIFT within 3(three) months from the date of expiry of this Bank Guarantee.