



राष्ट्रीय फैशन टेक्नोलॉजी संस्थान

वस्त्र मंत्रालय, भारत सरकार

सिडको, इलेक्ट्रॉनिक काम्प्लेक्स रंगरेट

श्रीनगर 191132 एजम्मू कश्मीर

National Institute of Fashion Technology

Ministry of Textiles, Govt. of India

SIDCO Electronic Complex Rangreth, Srinagar-191132 J&K

16311(1)/NIFT/Sgr/Admin/Stationery/Cum Coffee Shop/2018/605

Date: 17-March-2021

e-Tender Notice

National Institute of Fashion Technology (NIFT) Srinagar (hereinafter referred to as the "institute") set up by Government of India, Ministry of Textile in 1986, accorded statutory status under an act of the Parliament viz., NIFT Act, 2006, is an institute of National importance. The institute is engaged in imparting technical education and research of highest standards in the areas of Fashion Technology. The institute has its premises presently at SIDCO Electronics Complex Rangreth Srinagar and intends to allot the space for construction of a temporary lightweight structure of 10ft x 8ft dimension of prefabricated material to a willing party having the experience to run a Stationery and Reprographic Shop to cater the needs of the Campus community. Accordingly, e-tenders under "**Two Bid System**" are invited on behalf of the President of India by the Director, NIFT, Srinagar from the interested parties for entering into a contract for the Construction of a Temporary Lightweight Structure and Running it as a **Stationery-cum-Reprographic Shop** in the premises of the institute for a period of one year. The bidders should go through the details contained in the Tender Document available at www.eprocure.gov.in before submission of their bids.

Time Schedule for Tendering Process

E-Tender Notification Date: 17-03-2021
Last Date for Receipt of Bids on-line: 07-04-2021 (04:00 pm)
Opening of Technical Bid: 08-04-2021 (04:00 pm)
Opening of Financial/Price Bid: To be informed to the eligible bidders separately.

Earnest Money Deposit (EMD) is **not** required for participation in the tendering process. However, the bidders are required to sign the "Bid Securing Declaration" and attach the same to the Technical Bid.

The bidders shall have to enclose all relevant documents (self-attested) to the Technical Bid both in softcopy as well as hardcopy form. Hard Copies of Technical Bid and Financial/Price Bid shall have to be deposited by the bidders in the office of the Director, NIFT, SIDCO Electronic Complex, Rangreth Srinagar by or before 07-04-2021 (04:00 pm). Bids not supported by the documents as mentioned are liable to be rejected. The detailed Tender document is also available at the institute's website www.nift.ac.in/srinagar

In case of any clarification(s) the bidders can e-mail their queries at estates.srinagar@nift.ac.in or contact at +91-7006149501.

Director
NIFT, Srinagar.

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Tender Document

Invitation to Tenders under Two Bid System for the Construction of a Temporary Lightweight Structure of 10 ft X 8 ft dimension of prefabricated material on the space to be provided by the Institute within the Campus and running it as a Stationery-cum reprographic shop for the Campus Community at NIFT Rangreth Srinagar.

Scope of Tender:

Construction of a Temporary Lightweight Structure of 10 ft X 8 ft dimension of prefabricated material on the space to be provided by the institute within the Campus and running it as a Stationery-cum-Reprographic Shop for the Campus Community at NIFT Rangreth Srinagar.

Time Schedule for Tendering Process

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| Opening of Technical Bid | 08-04-2021 (04:00 pm) |
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The prospective bidders shall have to enclose all relevant documents (self-attested) to the Technical Bid both in softcopy as well as hardcopy form. Hard Copies of Technical Bid and Financial/Price Bid shall have to be deposited by the bidders in the office of the Director, NIFT SIDCO Electronics Complex Rangreth Srinagar by or before 31-03-2021. Bids not supported by the documents as mentioned are liable to be rejected. The Tender Document is also available at the institute's website www.nift.ac.in/srinagar.

In case of any clarification(s) the bidders can e-mail their queries at estates.srinagar@nift.ac.in or contact the institute at +91-7006149501.

Instructions to Bidders:

1. The intending bidders must read the terms and conditions of the whole Tender Document carefully. They should submit their bids, if they consider themselves eligible and are in possession of all the electronics equipment and documents required.
2. At any time prior to the date of submission of bids the institute may either at its own initiative or in response to a clarification sought by a prospective bidder amend the Tender Document by issuing a corrigendum. The corrigendum shall be notified prominently on the website of the institute.
3. The bid shall be submitted only in official e-tender form. If submitted in any other form, the bid shall be summarily rejected.
4. The interested bidders shall have to apply online only and submit their bids along with scanned copies of all relevant certificates and documents duly signed by them in support of Technical Bid and Financial/Price Bid at <https://www.eprocure.gov.in> from 17-03-2021 to 07-04-2021 (04:00 pm)
5. The bid shall be submitted only through online mode and bids submitted through any other mode shall be invalid.

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6. The intending bidders must have valid class III digital signature to submit the bid online.
7. The name and address of the Bidder shall be clearly written in the space provided and no correction, overwriting, insertions, interpolation, etc. are permissible in any part of the tender unless duly attested by the bidder under his seal and full signatures. The tender is to be filled in and submitted strictly in accordance with the given instructions. Otherwise, the bid is liable to be rejected unilaterally without assigning any reason or giving any explanation thereof.
8. The bid shall be liable to be rejected if the documents are not filled in completely or if any information and data mentioned in the bid is not completely recorded therein or if incorrect/wrong/false/manipulated information is furnished or any information having material effect on the bid evaluation is suppressed/concealed.
9. The hardcopies of both Technical Bid and Financial/Price Bid with all relevant documents in original shall have to be deposited with the office of the Director NIFT Srinagar by or before 07-04-2021 up to 04:00 pm .
10. The bids shall be opened on 08-04-2021 (04:00 pm) in the presence of such bidders who wish to be present themselves or in the presence of their authorised representatives.
11. No Earnest Money Deposit is required to be furnished. However, Bid Securing Declaration duly signed by the bidder is to be attached to the Technical Bid (soft as well as hard copies). The offers received without Bid Securing Declaration shall be summarily rejected.
12. The bids received after the closing date and time i.e., 07-04-2021 (04:00 pm) shall not be considered for any reasons whatsoever.
13. The institute reserves the right to accept or reject any or all the offers either partly or fully without assigning any reason.
14. Bid Securing Declaration shall be enforced if the bidder withdraws, amends, impairs, or derogates from the bid in any respect within the validity period of his bid.
15. In case H1 is more than one, the decision of the Director of the institute for selection of the highest bidder shall be final and binding on all affected bidders. Neither any explanation shall be required, nor shall further communication be entertained by the institute in this regard.
16. The items required to be sold at the Stationery Shop and Reprographic facilities to be kept at the outlet are contained in the Tender Document itself and the evaluation of the bid shall be on the basis of Highest bid quote of the monthly **Ground Rent** as per the Financial/Price Bid. The rate quoted shall be exclusive of all taxes and duties. The reserved **Ground Rent** per month is ₹1000/- (exclusive of GST as applicable) and the bidders shall have to quote the rate over and above of this amount.
17. The Stationery items shall have to be sold by the successful bidder from the proposed outlet at the Campus site not more than the Maximum Retail Price (MRP) i.e., inclusive of all taxes whereas the reprographic services shall have to be provided at the rates fixed by the institute. The bidders can, at his/her option sell the items of stationery at the discounted rates as well.
18. The bidder shall ensure to install at the Stationery Shop quality photocopiers and laser printers for both black & white and colour Photostat and printouts and he/she shall have to charge the following rates from the customers.

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- Black & White Photocopying (A4 size paper) = ₹ 1.00 pc
 - Black & White Photocopying (A3 size paper) = ₹ 1.50pc
 - Colour Photocopying (A4 size paper) = ₹10.00 pc
 - Colour Photocopying (A3 size paper) = ₹15.00 pc
 - Black & White Printing (A4 size paper) = ₹ 5.00 pc
 - Black & White Printing (A3 size paper) = ₹ 7.00 pc
 - Colour Printing (A4 size paper) = ₹15.00 pc
 - Colour Printing (A3 size paper) = ₹20.00 pc
19. All matters relating to this tender shall be governed by the Indian Laws both substantive and procedural for the time being in force and shall be subject to the exclusive jurisdiction of Courts of Law at Srinagar/Budgam (J&K).
 20. The bidders shall quote the rate for the **Ground Rent** only in the Financial/Price Bid both in figures and words. Incomplete bids shall be rejected summarily. All corrections and alterations in the bid papers shall have to be attested by the bidder under his seal and full signatures. No erasing and overwriting are permissible otherwise the bid shall be treated as incomplete and rejected summarily. The use of white correction fluid is totally banned.
 21. If a bidder quotes nil rate, the bid shall not be considered and treated as unresponsive.
 22. All statutory taxes and duties including GST, Municipal Taxes, and any other taxes and duties chargeable shall have to be borne by the bidder and no liability in this respect shall pass on at any time to the institute. The rate of Ground Rent quoted shall be firm and any deviation from the rate or terms and conditions during the validity period of the offer shall entail forfeiture of the Performance Security, enforcement of Bid Securing Declaration and entitle the institute to initiate appropriate legal action against the bidder.
 23. Only Technical Bid shall be opened on the date of tender opening. Whereas the Financial/Price Bids of only those bidders shall be opened whose Technical Bids are found complete and acceptable in all respects. The date and time for opening of the Financial/Price Bids shall be notified separately subsequent to opening of the Technical Bids.
 24. The offer received in a "Single Tender System" mode i.e., both Technical Bid and Financial/Price Bid placed in one and the same cover shall be liable to be rejected.
 25. The bidders should constantly watch the website of the institute for any queries, clarifications, corrigenda, etc. relating to this tender.
 26. The representations, if any, related to the tender document must be submitted to the institute well before the date and time of opening of the Technical Bid.
 27. After declaration of qualifying Technical Bids by the Bids Opening Committee of the institute, the rates quoted in the Financial/Price Bids shall be selection criteria i.e., highest quoted Ground Rent. The bidder has to quote the rates exclusive of all applicable taxes and duties.
 28. The bid submitted by a bidder shall remain valid for 75 days from the date of opening of the bid.
 29. The bidders shall have to abide by the Code of Integrity for Public Procurement of Services. In case of any transgression of this Code the bidder shall be liable to punitive actions such as cancellation of his/her bid/contract, banning/blacklisting

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him/her or taking any action against him/her in the Competition Commission of India and so on.

30. The bidder shall not have Conflict of Interest with other bidders. The Conflict of Interest can lead to anti-competitive rates to the detriment of the institution's interests. The bidder found to have Conflict of Interest shall be disqualified.
31. Decision of the institute regarding interpretation of terms and conditions of the Tender Document shall be final and binding on all concerned.
32. The bidders submitting the bids shall be considered to have read and accepted all the terms and conditions attached to the tender. No enquiries oral or written shall be entertained in respect of acceptance or rejection of the bid(s).
33. The bids received through telex, cable and facsimile shall be ignored and rejected.
34. The bids with inbuilt conditions shall be treated as unresponsive.
35. No paper/document shall be detached from the Tender Document.
36. The bidder, after submitting its bid is permitted to withdraw/alter/modify its bid so long such withdrawal/alteration/modifications are received duly sealed and marked like original bid upto the date and time of receipt of bid. Any withdrawal/amendment/modification received after the prescribed date and time shall not be considered.
37. No bid shall be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period shall result in enforcement of the bidder's "Bid Securing Declaration" and imposition of other sanctions.
38. The contract shall be awarded to the successful bidder to operate the aforesaid business which shall be run under certain conditions which are stipulated hereinafter and in the terms and conditions of the contract,
39. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
40. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
41. Any bid not signed on each page and without authorization shall be rejected.
42. The bidder is not allowed to make additions/alterations in the tender document. Such additions and alterations shall be at the bidders' own risk and shall render the bid to be summarily rejected.
43. Prices of all items to be sold/traded at the outlet shall be in Indian rupees and inclusive of GST and all other taxes.

Eligibility/Qualifying Criteria:

1. The bidder must have experience of running similar outlet(s) for not less than three years in a Government/Semi Government/Autonomous body/any reputed organisation etc. Interested bidder may apply along with sufficient proof of experience/ability to run shop/outlet. The bidder must have minimum annual turnover of 5 lakh each year during the last two years. The copies of Balance Sheets

for the financial years 2018-19 and 2019-20 duly signed by the Chartered Accountant shall have to be attached to the Technical Bid.

2. The bidder shall have to attach copies of Income Tax Returns for the last two years (2018-19 and 2019-20) duly attested by a Chartered Accountant to the Technical Bid.
3. The bidder shall have to furnish a Declaration to the effect that he/she has not ever been banned /blacklisted by any of the Central/State Govt. Departments/Offices/ Autonomous Bodies or by any Non-Govt, Organisation in the format provided in the Tender Document.
4. The bidder shall have to attach the "Bid Securing Declaration" in the format provided in the Tender Document to the Technical Bid.
5. The bidder must be registered with the GST regime and Income Tax Department and shall have to enclose a copy of the GST Registration Certificate and a copy of the PAN Card to the Technical Bid.
6. The condition of prior turnover and experience is relaxed for Start-ups subject to meeting of the other terms and conditions set by the institute in the Tender Document.

Documents to be attached with the Bid:

The bidder must attach self-attested copies of the following documents along with the technical bid. Any bid not accompanied by such documents would be liable for rejection:

- a) Income Tax Registration Certificate/PAN.
- b) Last one year's bank statement.
- c) Firm/Company Registration Certificate.
- d) GST Registration Certificate/No.
- e) Other Statutory Registrations/Licenses, if any.
- f) Total number of outlet(s) and their details.
- g) Details of the workers who will work with the bidder, if contract is awarded.
- h) Authority letter/Resolution in favour of the person signing the bid on behalf of the firm submitting the tender document.
- i) Address proof.
- j) Other documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

General Conditions of Contract:

1. The resultant contract shall be interpreted under Indian laws.
2. In the case of any dispute arising out of the contract the same shall be resolved mutually by the parties concerned failing which by arbitration by sole Arbitrator to be appointed by the Director, NIFT Srinagar at Srinagar under the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The Arbitrator so appointed shall not have jurisdiction to pass any interim awards. The language of arbitration shall be English. The place of arbitration shall be at Srinagar/ Budgam (J&K).
3. The successful bidder shall have to deposit the Performance Security of 3% of the contract value in the shape of Demand Draft/ Bankers Cheque/ Fixed Term Deposit/Bank Guarantee in the name of the Director NIFT Srinagar up to the period of 60 days after completion of the contractual obligations.
4. The bidder whose bid is accepted, shall submit a ₹100/- non-judicial stamp paper at its own cost for preparing the contract agreement to be signed by the both the

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parties. The terms and conditions of this Tender Notice/Document shall form part of the contract and remain binding till satisfactory completion of the contract. The original agreement shall remain with the Institute while a photocopy thereof can be had by the vendor if he/she so wishes.

5. Notwithstanding the punitive provisions contained in the contract for breach of contract the contractor shall not be liable for any such sanction so long as the delay and/or failure of the contractor in fulfilling its obligations under the contract is the result of an event covered under *Force Majeure* clause.
6. The successful bidder shall be liable to comply with all laws, regulations, rules, and directions of any statutory and constitutional authority for the time being in force in the Union Territory of Jammu & Kashmir.
7. The duration of contract shall be for one year, initially, from the date of signing the contract, first three months being the probation period and on satisfactory completion of the probation period, the contract shall automatically be extended for rest of the year i.e., nine months. Further, the contract shall be annually extended (one year at a time) for two more years based on past performance. Under no circumstances the contract shall be extended for more than five years.
8. The successful bidder shall be liable to pay the monthly **Ground Rent** regularly by 7th of each successive month for the Shop/Outlet space (inclusive of water charges) which, however, shall be subject to change from time to time at the discretion of the Institute. GST and other statutory dues shall have to be paid extra. In case of failure to pay the Ground Rent within the stipulated time as aforesaid, the successful bidder shall be liable to pay a sum of ₹100/- p.m. over and above the **Ground Rent** on cumulative basis for delays.
9. The successful bidder shall also be liable to pay the electricity charges on actual consumption basis to the institute at the prevailing rates along with the payment of monthly **Ground Rent**. For this purpose, there shall be a meter installed in the Shop/Outlet by the Institute. The electricity charges shall, however, be subject to revision/change from time to time which shall be payable by the successful bidder as aforesaid at the prevailing rates. However, in case of non-payment of electricity charges on time, the successful bidder shall be bound to pay a penalty towards belated payments @ 5% per month of actual dues (to be rounded off) over and above the bill amount. Further, if the dues of electricity consumption remain unpaid for three months, the electricity connection shall be disconnected without giving any notice, in this behalf. Non-payment of Ground Rent, the electricity charges and cleaning charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and this action shall not be subject to challenge by the successful bidder under any circumstances whatsoever.
10. The successful bidder shall use the premises **only** for which it has been given by the Institute under the contract. The use of the premises for other purposes shall lead to the suspension/termination of the contract.
11. The successful bidder shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the institute. The successful bidder shall always use the premises in a prudent and careful manner as if it were his own.

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12. Timing of the outlet/shop shall be from 09:00 am to 06:00 pm. Running of shop/outlet beyond this timing shall be carried out only with the prior permission of the institute.
13. The shop shall operate on five day week basis and observe the holidays of the institute, save with the prior approval of the institute.
14. All items mentioned in the Annexure-1 must be available during the working hours of the shop. However, the Institute may add or delete any number of items to the Annexure-1. All the orders in this regard shall be issued by the institute.
15. All necessary furniture and other infrastructure required for running the outlet shall have to be made available by the successful bidder.
16. Facility of Payment by BHIM, UPI, Credit / Debit Card, etc. should be made available by the successful bidder.
17. Safety standards shall have to be maintained by the successful bidder. Fire extinguishers (2 Kg & 4.5 Kg dry type), sand buckets, should be installed in accessible places and should be kept in working conditions. First aid measures shall also have to be kept available in the shop for emergencies.
18. The set of services/items for sale along with the price list should be prominently displayed at the shop in legible font. All items in price list shall have to be made available to the customer.
19. The successful bidder shall have to provide proper and smooth services to the customers to their satisfaction.
20. Any loss to the Campus with regard to the services provided by the successful bidder shall be the responsibility of successful bidder. The Institute shall be indemnified in this regard and shall not be a part of any legal proceedings thereof.
21. All the items prescribed as per the contract agreement shall be made available at all times. Permission for any alteration, addition or deletion shall have to be obtained from the institute along with the prices of the items added.
22. For the consumers who are not willing to pay in cash, the successful bidder shall facilitate with a swipe payment machine and shall also provide in the shop the UPI based payment system. The successful bidder shall further display its VPA (virtual Payment Address) or Q-Code on the display board to enable the consumers to make the payment via UPI App (BHIM or equivalent).
23. The successful bidder shall be absolutely liable for payment of GST to the respective departments on items sold in the shop. The Institute shall have no liability whatsoever in this regard and shall be deemed to be immune and indemnified in all respects.
24. The successful bidder shall be liable to pay to the Institute GST at the rate applicable from time to time on the Ground Rent payable by him/her. GST shall be payable over and above the Ground Rent and the institute shall for accounting purposes issue a Tax Invoice/Receipt with GSTIN to the successful bidder in confirmation thereof.
25. The successful bidder shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, Local Authorities, and other competent forums from time to time.
26. The successful bidder shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said shop or in other places of the campus.

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27. The successful bidder shall not make any addition or alteration to the building of the said premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the institute in this behalf.
28. The successful bidder shall maintain the good quality of articles, constant availability of fresh items. There shall be no compromise in regard to the quality of items to be sold in the Shop.
29. The successful bidder shall maintain full hygienic conditions in the Shop and in keeping the floor, furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop. The successful bidder shall also have to make his own arrangements for safe storage of materials.
30. The shop shall be kept well ventilated and well lit. No display/encroachment shall be allowed outside the shop premises.
31. Garbage and waste disposal shall have to be done as per the institute's norms. Pest/rodent control shall have to be done on regular basis to control the harmful insects and rodents.
32. Old/stale and expired items (i.e., beyond expiry date) shall not be kept in the shop.
33. Usage of plastic bags is a strict NO and the same shall not be used under any circumstances whatsoever. Instead use of Paper bags is to be encouraged.
34. The successful bidder shall carry out the work in accordance with this contract and the directives of the institute.
35. The successful bidder shall employ in running the shop only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well behaved and rules compliant.
36. Worker(s) in the outlet shall be deployed after his/her deployment is cleared by the institute and for this purpose, the successful bidder shall provide the details of them in advance.
37. The successful bidder shall neither employ any child labour nor any worker who is below 18 years of age.
38. No female employee shall be allowed to work in the shop during night i.e., beyond 8:00 pm.
39. All the workers shall invariably carry their ID Cards (to be provided to them by the successful bidder at his/her own cost) and shall be produced to the security personnel and other authorities of the Institute, whenever asked for.
40. The bearers for servicing in the Shop shall have to be provided uniforms by the successful bidder during the working hours at his/her own cost and they shall be unfailingly required to wear it in neat and tidy manner during working hours.
41. The successful bidder shall be absolutely responsible for strict adherence to discipline and good conduct by its workers.
42. The successful bidder shall be bound to remove any such worker and disallow him/her from entering the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
43. The successful bidder shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal, discharge etc. of its workforce and for all disciplinary actions against them. The successful bidder shall be responsible for maintaining master and servant relationship with its

workforce and the Institute shall have no concern whatsoever with all the above mentioned matters.

44. The successful bidder shall be absolutely liable in regard to any dispute or other matters concerning its workforce which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its workers from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law in force at that time besides other statutory liabilities.
45. The successful bidder shall be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.
46. It is to be understood that a number of enactments and laws would apply to the successful bidder, which are supposed to be complied with by him/her in letter and spirit and in particular to laws relating to Minimum Wages Act, Employees 'Compensation Act, Goods and Services Tax Act, etc.
47. The successful bidder shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
48. The successful bidder shall be liable to make good the losses in financial terms that it may be subjected to from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the successful bidder's failure, as well as the Institute's Ground Rent, electricity charges and other dues etc. The successful bidder shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same shall be recovered/realized from the successful bidder's performance security.
49. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities, and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders, directions of Govt. authorities / Municipal Corporation / Courts / Forum etc. as well as the provisions of this contract agreement. In case the Institute is put to bear any liability for lapses on the part of the successful bidder or for his/hers illegal actions, the Institute shall have the right to realize from the successful bidder all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
50. The successful bidder shall comply with all guidelines/instructions issued by the institute besides following other orders/ instructions of security authorities concerning the security/safety issues and Institute's discipline.
51. The successful bidder shall ensure that he/she and his/her employees do not adversely affect the peaceful and congenial atmosphere of the Institute.
52. The successful bidder shall maintain a Complaint Book in the shop wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Director NIFT Srinagar for necessary action.

53. The complaints shall be removed or dealt with by the successful bidder on priority basis on issues that concern the successful bidder and a compliance report thereon shall be submitted to the Director of the institute with the production of Complaint Book.
54. The successful bidder shall be liable to be penalized or fined in cases of default and negligence on his/her part or for complaints in the manner provided hereafter at the discretion of the Institute. Such penalty or fine shall be imposed according to the nature of the complaint. The first penalty in such case would be to the tune of ₹5000/-, ₹10000/- at the second time and ₹20000/- at the third time or such higher penalty as deemed fit by the Institute. However, if the complaints of identical nature persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.
55. Either party shall be able to terminate the contract by giving 30 days' notice to the other party without assigning any reasons whatsoever.
56. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
57. In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the space provided by the institute for erection of the shop within 15 days of contract coming to an end. Failure to handover the vacant possession of the space as aforesaid, would render the contractor to pay the penal damages to the Institute @ 50 times of the existing Ground Rent for the 1st month which shall increase in telescopic method from 2nd month onwards i.e., for 2nd month - damages + 10% of rate of damages; for 3rd month - damages + 20% of rate of damages. For 4th month - damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.
58. The Institute shall further be within its absolute rights to enter the shop and assume absolute possession of the shop under this contract from the successful bidder and the same shall not be subject to challenge. All the goods belonging to the successful bidder in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires proceed against the vendor in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 in case of non-handing over the possession of the space provided for erection of the stationery shop to the Institute as aforesaid.
59. The successful bidder shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the successful bidder or his/her authorized competent representative(s). The successful bidder shall be responsible for the acts, defaults, and neglects of its workforce fully being deemed as those of the successful bidder itself.
60. If at any time, it is detected that the shop has been sublet or assigned to any other entity by the successful bidder, the Institute shall be at liberty to terminate the contract forthwith without giving any time to the successful bidder and further to

take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.

61. In case of subletting is proved, the rates of damages will be calculated as two times of damages (as mentioned in Clause 63) for 1st month; two times of damages + 10% two times of damages for 2nd month; two times of damages + 20% two times of damages for 3rd month; two times of damages + 40% two times of damages for 4th month and so on, limiting to the maximum 5 times of damages charges in such cases.
62. The entire business of the shop shall be carried out in the name and at the behest of the successful bidder.
63. The successful bidder or his authorized/competent representative whose intimation would be provided in writing in advance to the institute, shall at all times be available in the shop and the business of the shop shall not be carried out by any other person/ entity under any circumstances.
64. In normal course, the successful bidder or his authorized competent representative shall be available in the shop. However, if for any reason, the successful bidder is not in a position to be available in the shop consecutively for more than 3 days, a prior permission shall have to be obtained from the institute, failing which it shall be deemed that the successful bidder has violated an essential condition of the contract and the successful bidder shall be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the institute.
65. Several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its Competent Authority to the successful bidder along with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in any court of law.
66. Contract shall be awarded initially for one year and extended to further two years (year-wise) based on performance of the Vendor and mutual consent.
67. In case NIFT Campus is shifted to its permanent campus in the currency of the Contract, the Vendor/Agency shall have to also shift its shop/outlet at his/her own expenses and shall make the services functional at the permanent campus (Ompora, Budgam) as per the directions of the NIFT Authorities.
68. On successful completion of contract, the pre-fabricated structure shall be dismantled and removed by the Vendor within 7 days of notice failing which NIFT reserves the right to take any action which may deem fit to safeguard its interests.

Submission Formats:

1. Technical Bid
2. Financial/Price Bid
3. Bid Securing Declaration
4. Declarations
5. Items to sold at the Stationery Shop (Annexure-1)

SIGNATURE OF TENDERER

Technical Bid

(To be sealed in an envelope and super scribed as Technical Bid)

1. Name of the bidder:
2. Name of the person authorised to sign on the tender document:
3. Address of the bidder:
4. Phone No.:
5. Mobile No.:
6. FAX No.:
7. E-mail ID:
8. Documents to be submitted:

| S. No. | Particulars | Whether attached (Yes or No) | Remarks |
|--------|---|------------------------------|-------------------------------------|
| 1. | Bid Security Declaration | | Duly signed by the bidder |
| 2. | Proof of Annual Turnover | | Duly signed by C.A. |
| 3. | ITRs for last two years | | Duly signed by C.A. |
| 4. | Copy of PAN card | | Self-attested |
| 5. | Copy of Tender Document | | Each page duly signed by the bidder |
| 6. | GST Registration Certificate | | Self-attested |
| 7. | Clientele List where such an outlet was run in the last three years | | Duly signed by the bidder |
| 8. | Declaration that bidder has not ever been blacklisted | | Duly signed by the bidder |

9. Infrastructure available with the bidder

| S.No. | Particulars | Yes | No |
|-------|---|-----|----|
| 1. | Photocopier (B/W & Colour) | | |
| 2. | Computer (with latest hardware & software) | | |
| 3. | Laser Printer (B/W & Colour) | | |
| 4. | Binding Machine with all binding materials | | |
| 5. | All Office, Academic & students' stationery | | |
| 6. | Any other information | | |

Place:

Date:

Signature of the bidder

Name of the bidder

SIGNATURE OF TENDERER

Financial/Price Bid

- a) The undersigned hereby offers to pay the **Ground Rent** at the rate of ₹_____ Rs_____ per month (excluding GST) for the premises as detailed in the bid document.
- b) I agree that the institute shall be entitled to an enhancement @ 5% in the Ground Rent duly rounded off as quoted above, every year.

Discount, if any, offered in the MRP of the Stationery items to be sold at the outlet (Optional).

Note: The minimum Ground Rent per month is fixed at ₹1000 (exclusive of GST) and the bidder is required to quote the Ground Rent in excess of this amount.

Place:

Date:

Signature of the bidder

Name of the Bidder

SIGNATURE OF TENDERER

Items that will be sold in the Outlet

| Sl. No. | Name of items | To be traded on MRP |
|----------------|--|----------------------------|
| 1. | All types of Files & Folders | |
| 2. | White Paper of all sizes | |
| 3. | Coloured Paper of all sizes | |
| 4. | Photo Paper | |
| 5. | Classmate/ My Companion Notebooks / Registers | |
| 6. | Chart Paper | |
| 7. | Gift wrapping papers/ Greeting Cards, & Gift Articles | |
| 8. | Balloons and Ribbons | |
| 9. | Pilot Pens | |
| 10. | Uni-Ball Pens | |
| 11. | Pierre Cardin & Parker Pens | |
| 12. | Spiral Notebooks | |
| 13. | Use & throw Pens | |
| 14. | All other Pens | |
| 15. | Small electronic items (Branded) | |
| 16. | All kangaroo Stationery Products | |
| 17. | Mechanical Pencils | |
| 18. | Engineering Instruments | |
| 19. | All kangaroo Stationery Products | |
| 20. | All Kores Stationery Products | |
| 21. | Sparkle, Candles and other decorative items | |
| 22. | Greeting Cards & Gift Articles | |
| 23. | All Stationery Articles (Pencil, Eraser, Marker, Sketch pens, Colours and other items) | |
| 24. | Any other similar items which you would like to trade in the outlet. | |

Place:

Date:

Signature of the bidder

Name of the bidder

SIGNATURE OF TENDERER

BID SECURING DECLARATION

The Director
NIFT, Rangreth
Srinagar

Ref: _____ Date _____

Sir,

I/We _____ declare that:

1. I/We understand that the "Bid Securing Declaration" is in lieu of the Earnest Money Deposit and is to secure the interests of the institute in all respects. It is mandatory to attach this declaration with the bid documents; and
2. I/We accept to be suspended from being eligible to submit bids for contracts in the NIFT Srinagar for a period of three (03) years if,
 - a) I/We withdraw or modify the bid during the period of its validity.
 - b) fail to sign the contract after award of contract.
 - c) fail to submit the Performance Security before the deadline defined in the tender document.
3. I/We understand that this "Bid Securing Declaration" shall be null and void, if contract is not awarded to me/us upon issue of notification about the name of the successful bidder.
4. I/We also know that in the case of Joint Ventures, "Bid Securing Declaration" is to be in the name of the Joint Venture submitting the bid. If Joint Venture is not legally constituted at the time of bidding, this declaration shall be in the name of all partners contained in the Joint Venture agreement.

Signed today the _____ for and on behalf of

M/s _____

Address _____

Signature _____

Name _____

In the capacity of _____

Note: This declaration is to be signed by the authorised signatory only.

SIGNATURE OF TENDERER

DECLARATIONS

1. The undersigned hereby solemnly affirms that I have completely read and understood this tender document and shall abide by the terms and conditions laid down herein. In case of breach of any of the clauses the bid shall be treated as null and void.
2. The undersigned hereby solemnly affirms that I/we have not ever been banned or blacklisted by any of the Central/State Govt, Departments/Offices/Autonomous Bodies or by any Non-Govt. Organisation.
3. The undersigned hereby solemnly affirms to abide by the rates quoted in the Financial/Price Bid.
4. The undersigned hereby solemnly affirms to adhere to the provisions of the Code of Integrity for Public Procurement.

Signature of the Bidder

Name of the bidder

Place:

Date

SIGNATURE OF TENDERER