

Tender/VEHCL/2024-25/CRIT

CENTRE FOR RESEARCH IN INTERNATIONAL TRADE, IIFT NEW DELHI

7th Floor NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014

Tender/VEHCL/2024-25/CRIT

Date: 25/07/2024

NOTICE INVITING TENDER FOR EMPANELMENT OF VEHICLE HIRING SERVICES AT CRIT, NEW DELHI

Given the need to empanel vendors for hiring of Vehicle for Centre for Research in International Trade (CRIT), Indian Institute of Foreign Trade (IIFT), New Delhi invites **offline bids** in Two Bids system from reputed, experienced and financially sound parties. The Tender documents can be downloaded from Institute Website <https://www.iift.ac.in>, <https://www.ctil.org.in>; <https://wtocentre.iift.ac.in/> and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> to be submitted offline only up to the last date & time of submission of tender.

Critical Dates of Tender:

Imported Dates	
Date of issue of document	25.07.2024
Bid submission start date	25.07.2024
Bid submission end date	14.08.2024 1000 hrs
Date of Technical Bid opening	14.08.2024 1300 hrs
Tender notice collection point:	Mr. Desh Raj, Administrative Officer, Centre for WTO Studies, 8 th Floor, NAFED House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014
Contact Person (for any clarification or query)	For clarification, bidders may write to ao_cws@iift.edu Mr. Desh Raj, Administration Officer, CWS, CRIT

ABOUT CENTRE FOR RESEARCH IN INTERNATIONAL TRADE (CRIT), NEW DELHI

The Centre for Research in International Trade (CRIT), was established in April 2016 which is a part of Indian Institute of Foreign Trade (IIFT), New Delhi under the Department of Commerce, Ministry of Commerce and Industry, Government of India. CRIT currently has two Centres under its Umbrella i.e. The Centre for WTO Studies and The Centre for Trade and Investment Law (CTIL).

I. EARNEST MONEY DEPOSIT

- a) The bidder shall furnish the bid security / EMD for an amount equal to 2.5% of 15 Lakhs (the estimated tender cost) i.e., Rs. 37,500/- through NEFT/RTGS/DD in favour of "Indian Institute of Foreign Trade as per details given below. Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade
Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area, New Delhi 110016
IFSC code – IDIB000M089, MICR code – 110019018
A/c No. – 767635122

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The NSIC / MSME units shall be exempted from submission of EMD/ Bid Security deposit on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / service.

- a. Estimated tender value is approximately **Rs. 15,00,000.00** (Rupees Fifteen Lakhs Only).
- b. The duration of the contract will be initially for **Twelve Months from date of contract** and it can be further extended for another period of ~~one~~ year by mutual consent but not more than **two times**. The rates and terms & conditions will be same for the contract period including extension, if any.

II. IMPORTANT DOCUMENTS, ELIGIBILITY CRITERIA FOR TECHNICAL BID:

1. The Bidder should give self-declaration certificate for acceptance of all terms and conditions of tender documents. A duly completed certificate to this effect is to be submitted as per the **Annexure-I**.
2. The firm should be neither blacklisted by any government department nor should there be any criminal case registered/pending against the firm or its owner/partners anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure-II**.
3. Authorization for Bid Opening should be provided as per **Annexure III**
4. The bidder should furnish Complete Agency Details as per **Annexure IV(a)**
5. The prospective bidder shall furnish the following documents as per **Annexure IV(b)**
 - a. Self-attested copy of PAN card.
 - b. Agency/Company Registration Certificate.
 - c. Self-attested GST Registration Certificate copy.
6. Details of Average Annual Turnover from the Business of Hiring of Vehicles as per **Annexure-IV(c)**. Average Annual Turnover from Business of Hiring of vehicles should not be less than Rs. 1 Crore during the last three financial years.
7. The firm should attach list of Work Orders/ documentary evidence where the similar type of work has been executed during last three years. The details of the same along with supporting document are to be submitted as per the **Annexure-IV(d)**.
 - (i) 3 similar contracts valuing not less than 40% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.

OR
 - (ii) 2 similar contracts valuing not less than 50% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.

OR
 - (iii) 1 similar contract valuing not less than 80% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.
8. The firm should furnish list of Drivers, List of Vehicles and supporting documents as per **Annexure IV(e) & IV(f)**

The firm should own minimum of three vehicles of each Category (I and II). The photocopy of their RC, Permit, Pollution, Insurance and any other necessary documents should to be attached. The vehicle should not be more than 5 years old.
9. Near relationship Certificate placed at **Annexure -VI**

10. Local Content Declaration and Self Certification as per **Annexure-VII**

11. Declaration to ensure the Quality Services as per **Annexure-VIII**

12. Certificate regarding restriction on procurement from a bidder of country which shares a land border with India as per **Annexure-IX**

III. FINANCIAL BID DETAILS

Financial bid may be submitted as per **Annexure-V (a), V(b), V(c)** available with the tender failing which the offer is liable for rejection. Kindly quote your price inclusive of all taxes and charges as per the scope of work.

IV. BID VALIDITY PERIOD

The bid will remain valid for 90 days from the date of opening of bid as prescribed by CRIT, New Delhi. A bid valid for a shorter period shall be rejected, being non-responsive.

V. SUBMISSION OF BID

Sealed tender should be submitted in a two-bid System. **Technical bid shall be submitted as Part I. Financial bid shall be submitted as Part II.** Both Part I & II must be submitted in large sealed envelope at “Centre for Research in International Trade (CRIT), 7th Floor, NAFED House, New Delhi”. The envelopes must be scribed “Inviting Tender for Empanelment of Vehicle Hiring Services at CRIT, New Delhi “Tender/VEHCL/2024-25/CRIT”, date: **25.07.2024** of Centre for Research in International Trade (CRIT), New Delhi. In the event of the specified date for the submission of tender offer being declared a holiday, the offer will be received on the appointed time on the next working day and such bid will be opened accordingly.

VI. BID EVALUATION

CRIT, New Delhi evaluates the Financial Bid of said Bidders who qualify the Technical Bid criteria and comply with the required qualifications. The Financial Bid with the lowest price for all vehicles will be the L1 bid. The bidders must necessarily quote for all vehicles. In case the L1 vendor is not the lowest for some vehicles, he would need to match the lowest bid for such vehicles. The eligible bidder who will quote the lowest price for all vehicles will be awarded the contract.

VII. CLARIFICATION OF BIDS

A prospective bidder, requiring any clarification on the Bid Documents may please write to ao_cws@iift.edu, Mr. Desh Raj, Administrative Officer, CWS/CTIL, CRIT, New Delhi.

VIII. PAYMENT TERMS

No advance payment will be made in any case. Bills in original should be sent and payment shall be released generally within 30 days, only after it is ensured that the services availed are to the entire satisfaction of CRIT, New Delhi.

The payment will be processed on monthly basis and will be made only for those duty slips which have been signed by the officer/staff/ guest using the vehicle. It will be responsibility of the taxi driver to get the duty slips signed by the officer / staff / guest on completion of duty. No payment will be made for unsigned duty slips. Duty Slip should be completed in all respects i.e., Time and Odometer Reading at the time of commencement of journey from Institute / or reporting point, Time and Odometer Reading at the time of journey at Institute / destination, total run of vehicle and places visited for work in route (if any)].

IX. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Basic Requirements of Transport / Vehicles for Indian /Internation Guest

- a) Vehicle Category 1
5-Seater AC Car - Swift Dzire/Etios/CIAZ/Vento/Honda City or Equivalent
 - b) Vehicle Category 2
7-Seater, AC Car – Innova/Ertiga/Crysta or Equivalent
 - c) Vehicle Category 3
35-Seater AC Bus
 - d) Vehicle Category 4
45-Seater Ac Bus
 - e) Vehicle Category 5
12–17-Seater Traveller AC Bus
 - f) Vehicle Category 6
Volvo Bus 45-Seater AC Bus
1. The intending party must own minimum 3 numbers of vehicles of each Category 1 ,2,3,4,5 and 6 as prescribed in annexures.
 2. The Vehicle provided should have valid RC, Permit, Insurance and Pollution Certificate etc.
 3. The Vehicle should be maintained well (Cleanliness, Hygiene, Sanitization, equippedwith basic requirements like Proper AC, Car freshener, Water Bottle, Tissues etc.).
 4. Driver on duty should have valid Driving License and should have good mental & physical wellness, trustworthy, well-mannered, well-dressed/uniformed, well-trained, well-spoken, well-versed with the routes.
 5. Drivers on duty should carry a smartphone with GPS facility and WhatsApp enabled.
 6. Driver on duty should be ensured not to smoke or consume any toxic substance like Alcohol/Cigarette/Tobacco/any other kind of toxication.
 7. Services to be of high/international standards
 - 7.1 The Vehicle should be well-furnished, sanitized and in proper running condition, should be the latest models, should not be more than **5 years old** (from the date of manufacturing / registration) and also should not have covered more than **50,000 Kms** on the date of entering into the rate contract.
 - 7.2 The Contractor shall bear all costs on account of fuel, oil, spares, comprehensive insurance, repair and maintenance etc. of the vehicles. The salary and other cost of the driver shall also be borne by the contractor. Unauthorized LPG Gas kits are not allowed as a fuel in any car.
 - a. There should have GPS navigation system, Proper AC and Heating system, First Aid Box, Sanitizer, Water bottle, Car Freshener, and Tissue Box in the vehicle for drop and pick-up.
 - b. CNG Gas kits are allowed as a fuel in any vehicles, as per the government norms.
 2. The Institute shall not be responsible for repairing and maintenance of vehicles including consumables. The Institute will not bear any other charges. In case of break down/servicing/repair, the contractor shall provide alternate vehicle of same Make and Model, failing which vehicle shall be hired from any other sources at the

risk and cost of the contractor.

3. The contractor shall provide names, addresses of the drivers along with their driving license number and copies **within one week** after award of the contract. The Contractor shall provide quality and trustworthy Drivers i.e., well-mannered, well-dressed / uniformed, well-trained, well-spoken, well-versed with the routes of Delhi and NCR etc. The Drivers should possess valid driving license. The reporting time, place, address, etc. should be strictly followed by Contractor. For airport/railway station pick up, drivers to display the welcome placard and receive the passengers, as directed. Contractor is to provide the vehicle within 30 minutes of the requisition. Delay more than 45 minutes will attract fine at discretion of the Institute. The vehicle shall be available 24x7 and on holidays also.
4. Delhi, NCR route price should be quoted by Delhi / NCR local contractor only.
5. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the CRIT, New Delhi.
6. The drivers should strictly follow all the Traffic Rules and Regulations as prescribed by the Govt. Authorities. The Institute will not be responsible for the reimbursement of any charges, charged by Govt. Authorities for violation of any traffic rules and regulations.
7. The vehicles sent for services should be kept neat and clean, both inside and outside. Cleanliness of vehicles must be properly maintained. Vehicle Seats must be properly covered with clean white cover. Otherwise the vehicle may be rejected and sent back. No payment shall be made on account of vehicle so rejected.
8. The Contractor must ensure that driver is not under the influence of alcohol or other intoxicants while performing their duties for the Institute. In no case, the driver should be allowed to smoke while driving the vehicles. No other person except the driver shall be permitted in the vehicle while transporting the guests.
9. The contract will ensure that all necessary documents (Registration Certificate, Valid Insurance, Permit, Pollution Control Certificate etc.) are in the personal custody of the licensed drivers.
10. In case of accident, any compensation claims arising out of such accident shall be made by the contractor in accordance with the law which is in force to each or every one of the effected persons or their legal heirs depending upon the merits of each individual case. He would also indemnify the Institute for any loss, damage of property or life arising out of negligence of driver or poor maintenance of vehicle. The driver should always remain with the vehicle during entire period of duty. In case of any urgency, the driver may seek permission of the user / Institute.
11. Payment will be made for total kilometers run by car / vehicle for CRIT, New Delhi (i.e. Closing Meter Reading at CRIT, New Delhi minus Opening Meter Reading at CRIT, New Delhi PLUS twice the actual distance from garage to CRIT, New Delhi or sixteen kilometers (i.e. eight kilometers each way from garage to CRIT, New Delhi and back), whichever is less. However, it will not be applicable for pick-up & drop services for Airport & Railway Stations. If the reporting place is different from CRIT, New Delhi, in such cases, the meter reading would be permitted from garage to garage.
12. The pre-receipted bill shall be submitted in duplicate of hired vehicles, duly supported by the duty slip properly signed by the user / authorized person, and requisite documents [receipt(s) of payment of toll taxes, parking fees]

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on monthly basis. Payment to the Contractor will be made by account payee cheque/NEFT after deduction of TDS / any other Statutory Provision.

13. In case condition of vehicles is not found to be satisfactory, it will be returned for immediate replacement. In case no replacement is provided in time, Institute has the right to hire a vehicle from local market and additional cost incurred by the Institute will be borne by the Contractor and same will be deducted from the monthly bill.
14. The CRIT, New Delhi will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Department recognizes no employer-employee relationship between the CRIT, New Delhi and the personnel deployed by the contractor/agency.
15. Any person who is in Government service or an employee of CRIT, New Delhi should not be made partner to the contract by the contractor directly or indirectly in any manner whatsoever.
16. CRIT may at any time terminate the contract by giving 15 days written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of CRIT.
17. CRIT, New Delhi reserves the right to accept or reject any or all offers without assigning any reasons thereof.
18. The contract will be awarded on the basis of the terms and conditions stipulated hereinabove and no other terms and conditions offered by the party will be acceptable.
19. The maintenance cost, Charges of petrol, road tax, permit fee, passenger tax, Challans, salary of the driver, the overtime of driver etc., are the responsibility of the contractor for which no payment shall be made by CRIT, New Delhi.
20. Toll tax, parking charges and GST shall be reimbursed by the Institute against the production of documentary evidences. However, no Permit fee/ Passenger tax/ road tax shall be paid by CRIT, New Delhi.
21. All vehicles provided for the duty should be with the driver having commercial license.
22. All disputes will be subject to Delhi jurisdiction.
23. The rate contract is intended to be entered into with one or more parties after assessing the rates quoted by them for different types of services in a composite manner taking an overall view for all types of the services.
24. The requirement indicated is only approximation for rough idea. No guarantee of business can be given based on the same.
25. The selected party shall execute an agreement with CRIT containing detailed terms & conditions. The cost of registration of agreement, if any, shall be borne by the bidder. The format of the draft agreement is given in **Annexure – X**.
26. Tender shall be opened at CRIT Office, NAFED House, New Delhi by CRIT Tender Opening Committee as well as authorized representatives of bidders can attend the Bid Opening Event. Letter of Authorization for Attending Bid Opening Event is attached at **Annexure-III**.
27. All computer-generated documents should be duly signed / attested by the bidder / vendor organization and all the documents must be submitted in sequence, starting with page No. 1 as “Index”.

X. TERMS AND CONDITIONS

A. PERFORMANCE BANK GUARANTEE:

- i. The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish

performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the CRIT, IIFT for an amount equal to 3% of the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.

- ii. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- iii. The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 20 months, in the provided in the Tender Document at Annexure-XI.
- iv. The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

B. DEDUCTIONS:

In case the vendor fails to execute / perform the assigned works or part thereof, Institute shall be authorized to make suitable deductions as deemed fit by Institute from the bills of the vendor and damages will be charged to the extent of loss.

C. PRICES:

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in their Bid.

D. FORCE MAJEURE:

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, lockdown, pandemic or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

E. LIQUIDATED DAMAGES:

- (a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive CRIT, IIFT of its right to recover liquidated damages as per Clause F(b) below.
- (b) Should the vendor fail to start services on specified date, Institute shall be entitled to recover liquidated damages of 5% per month (maximum up to 10%) of the contract value (to be computed on per day basis) for the delayed period.

F. ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the vendor persistently neglects to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) In case vendor fails to fulfill the desired requirement of this tender document.
- (e) When the vendor has made himself liable for any of the cases aforesaid, the CRIT, IIFT shall have the powers to terminate the contract (by giving 15 days' notice period) as aforesaid and forfeit the performance guarantee.

G. PENALTY CLAUSE:

In case the contractor fails to execute / perform the assigned works or part thereof, CRIT shall be authorized to make suitable deductions as deemed fit by CRIT from the bills of the contractor and damages will be charged to the extent of loss.

H. CLARIFICATION OF TENDER DOCUMENT:

- (a) A prospective bidder, requiring any clarification on the Tender Document shall notify the Purchaser by writing an E-mail to the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Tender Document, which it receives 5 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the Tender document.
- (b) Any clarification issued by the Institute in response to query of prospective bidders shall form an integral part of tender document and shall amount to an amendment of the relevant clauses of the tender document.

I. ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The proceedings shall be conducted in the English Language. The costs of arbitration including the fees payable to the arbitrator and other expenses of the arbitration shall be paid equally by both the parties, however, each party shall bear the cost of preparing and presenting its own claims. The venue of the arbitration proceeding shall be IIFT Delhi Centre and subject to the exclusive jurisdiction of Delhi Courts.

J. TERMINATION FOR INSOLVENCY:

The Institute may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of Institute.

K. NEAR-RELATIONSHIP CERTIFICATE:

The bidder should give a certificate that none of his/ her near relative, as defined below, is working

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in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and CRIT will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

The near relatives for this purpose are defined as: -

- (a) Members of a Hindu Undivided Family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate is given in **Annexure - VI**.

L. PREFERENCE TO MAKE IN INDIA:

(i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.

(i) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.

(ii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.

(iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.

(v) Verification of local content:

a) For procurement value up to Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per **Annexure-VII**) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Tenderers shall submit Declaration as per **Annexure-VII** in their technical bid.

M. COURT AND JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of PO shall be subject to the jurisdiction of the competent court at Delhi only.

N. Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD,

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dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
 - i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - iii. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - vi. The successful bidder shall not be allowed to sub-contract works to any vendor/contractor from a country which shares a land border with India unless such vendor/contractor is registered with the Competent Authority.

XI. OTHER CONDITIONS

- a) CRIT, New Delhi reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- b) CRIT, New Delhi reserves the right to relax / add / amend / omit any of the terms and conditions contained in the Tender Document and the same will be published in CPP portal and website of Indian Institute of Foreign Trade (IIFT), Centre for WTO Studies (CWTOS), Centre for Research in Investment Law (CTIL)
- c) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Performance Security shall be forfeited.
- d) Conditional tenders will not be considered in any case.
- e) CRIT, New Delhi shall not be responsible for any postal delay, non-receipt or non-delivery of the Bids.

CRIT, New Delhi may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by CRIT, New Delhi will be posted on CPP Portal, CRIT, New Delhi website. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of CRIT, New Delhi or check for the same CPP Portal before submitting their duly completed bids.

ANNEXURE-I

UNDERTAKING & DECLARATION

FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

(a) Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the CRIT, IIFT.
3. I / We are not blacklisted by Ministries/Departments.

(b) The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, CRIT, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with CRIT, IIFT. In addition, IIFT may debar the vendor from participation in its future tenders.

Date:

Place:

Signature of bidder

Name of bidder

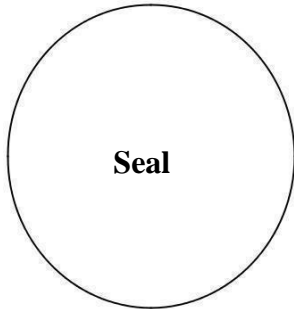
Along with date & Seal

Annexure-II

CERTIFICATE

(to be provided on letterhead of the firm)

I hereby certify that the above firm is neither blacklisted by any Central / State Government / PublicUndertaking / Institute nor is any criminal case registered/pending against the firm or its owner/partners anywhere in India. I also certify that the above information is true and correct in all respects and if at a later date it is found that any details provided above are incorrect, then any contract given to the above firm may be summarily terminated and the firm will be blacklisted.



Date:

Authorized Signatory

Place:

Name: Designation: Contact No.: Email ID:

ANNEXURE –III

For Letter of Authorization for Attending Bid Opening Event

(To be typed preferably on letter head of the company)

Subject: AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr./Ms. have submitted our bid for the tender document no., dated: of Empanelment of Vehicle Hiring Services at CRIT, Delhi which is due to open on, at CRIT Office,7th Floor NAFED House, Siddhartha Enclave, Ring Road, Ashram Chowk, New Delhi-110014.

We hereby authorize Mr. / Ms. & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....Signature of the Representative

..... Signature of Bidder/Officer authorized to signName of the Representative on behalf of the Bidder

.....Signature of the alternative Representative

.....Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission for entry to the hall where bids are opened may be refused in case authorization asprescribed above is not received.

Technical Bid

Annexure -IV (a)

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Agency Details

1	Name of the Organisation	
2	Name of the Authorised Persons / Proprietor / Head / Manager / Contact Persons of the organization	
3	Phone No.	
4	Mobile No.	
5	Email Address	
6	Website, if any	
7	Address for Communication (with pin code)	

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Date: Contact No.:

Place: Full Address:

List of Self Attested Documents of Identity

<u>Particulars</u>	<u>Identification No.</u>	<u>Self-Attested Copy Enclosed (Yes/No)</u>
PAN Card		
GST Registration Certificate		
Year of Registration with required documents, in case of proprietor - Shop & Establishment Authorities or equivalent authorities, in case of Partnership- Partnership Deed, in case of Company - Certificate of Registration and Memorandum of Association		

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Date:

Contact No.:

Place:

Full Address:

Details of Average Annual Turnover from the Business of Hiring of Vehicles

Average Annual Turnover from Business of Hiring of vehicles should not be less than Rs. 1 Crore during the last three financial years.

<u>Financial Year</u>	<u>Turnover (Rs.)</u>	<u>ITR Enclosed (Yes/No)</u>	<u>Annual Accounts enclosed (Yes/No)</u>	<u>Certificate from CA enclosed (Yes/No)</u>
2022-23				
2021-22				
2020-21				

Note: In case, Accounts for FY 2022-23 is not yet audited, a self-attested turnover statement duly certified by Chartered Accountant supported by documents may be attached.

Signature and Seal of the
Tenderer:

Name in Block Letter:

Designation:

Date:

Contact No.:

Place:

Full Address:

List & Details of Experience and Turnover from Business of Vehicle Hiring

The Bidder should have experience of satisfactory completion of similar works in the preceding 3 financial years in any of the reputed organisations as follows:

(i) 3 similar contracts valuing not less than 40% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.

S.No.	Financial Year	Name of the Organisation	Contract Value	Contract document enclosed (Yes/No)	Certificate of successful running/completion of contract encl. (Yes/No)
1	2022-23				
2	2022-23				
3	2022-23				
4	2021-22				
5	2021-22				
6	2021-22				
7	2020-21				
8	2020-21				
9	2020-21				

OR

(ii) 2 similar contracts valuing not less than 50% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.

S.No.	Financial Year	Name of the Organisation	Contract Value	Contract document enclosed (Yes/No)	Certificate of successful running/completion of contract encl. (Yes/No)
1	2022-23				
2	2022-23				
3	2021-22				
4	2021-22				
5	2020-21				
6	2020-21				

OR

(iii) 1 similar contracts valuing not less than 80% of the per annum estimated value for the group for which you are submitting the tender for Vehicle Hiring Services.

S.No.	Financial Year	Name of the Organisation	Contract Value	Contract document enclosed (Yes/No)	Certificate of successful running/completion of contract encl. (Yes/No)
1	2022-23				
2	2021-22				
3	2020-21				

* Financial Year 2020-21 stands for period beginning from 01-04-2020 to 31-03-2021.

Signature and Seal of
the Tenderer:

Name in Block Letter:

Designation:

Date:

Contact No.:

Place:

Full Address:

List of Car and Bus Drivers

S.No.	Name of the Driver	Association with the organization since when	Driving License No.	Vaccination Status (Partial/Fully Vaccinated)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Note: All Drivers should be fully Covid vaccinated

Technical Bid**Annexure- IV (f)**

S. No.	Vehicle Category	Make & Model	AC/ Non-AC	Year of Manufacturing	Vehicle Owner Name	Vehicle Commercial Registration No.	KMs as on Date	RC enclosed (Yes/No)	Permit enclosed (Yes/No)	Pollution Enclosed (Yes/No)	Insurance enclosed (Yes/No)
1	I	5-Seater AC Car - Swift									
2	1	Dzire/Etios/CIAZ/Vento/Honda									
3	1	City or Equivalent									
4	2	7-Seater, AC Car –									
5	2	Innova/Ertiga/Crysta or									
6	2	Equivalent									
7	3										
8	3	35-Seater AC Bus									
9	3										
10	4										
11	4	45-Seater Ac Bus									
12	4										
13	5										
14	5	12–17-Seater Traveller AC Bus									
15	5										
16	6										
17	6	Volvo Bus 45-Seater AC Bus									
18	6										

ANNEXURE – V(a)Group (i) For Delhi **FINANCIAL BID****TENDER FOR VEHICLE HIRING SERVICE FOR CRIT NEW DELHI**

Sl. No	Particulars	Airport/Railway Station Pick up & drop (Rs.)	Local trip 4 hrs. or 40 Kms whichever is Earlier (Rs.)	Full day 8 hrs.or 80 kms whichever is earlier (Rs.)	Full day 12 hrs. or 120 kms whichever is earlier (Rs.)	Rate per extra hour (Rs.)	Rate per extra Kms (Rs.)	Night Halting Charges (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	5-Seater AC Car - Swift Dzire/Etios/CIAZ/Vento/Honda City or Equivalent							
2	7-Seater, AC Car – Innova/Ertiga/Crysta or Equivalent							
3	35-Seater AC Bus							
4	45-Seater Ac Bus							
5	12–17-Seater Traveller AC Bus							
6	Volvo Bus 45-Seater AC Bus							

Note: The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts.

ANNEXURE – V(b)**FINANCIAL BID****TENDER FOR EMPANELMENT OF VEHICLE HIRING SERVICE FOR CRIT NEW DELHI Group (ii) For NCR like Noida, Gurgaon, Ghaziabad etc.**

Sl. No	Particulars	Airport/Railway Station Pick up & drop (Rs.)	Local trip 4hrs. or 40Kms whichever is earlier (Rs.)	Full day 8 hrs.or 80 kms whichever is earlier(Rs.)	Full day 12 hrs. or 120 kms whichever is earlier (Rs.)	Rate per extra hour (Rs.)	Rate per extra Kms (Rs.)	Night Halting Charges (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	5-Seater AC Car - Swift Dzire/Etios/CIAZ/Vento/Honda City or Equivalent							
2	7-Seater, AC Car – Innova/Ertiga/Crysta or Equivalent							
3	35-Seater AC Bus							
4	45-Seater Ac Bus							
5	12–17-Seater Traveller AC Bus							
6	Volvo Bus 45-Seater AC Bus							

Note: The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts.

FINANCIAL BID**TENDER FOR HIRING OF VEHICLE SERVICE FOR CRIT, NEW DELHI****Group (iii) For Outstation like Agra / Jaipur / Amritsar etc.**

Sl. No	Particulars	Airport/Railway Station Pick up & drop (Rs.)	Local trip 4hrs. or 40Kms whichever is earlier (Rs.)	Full day 8 hrs.or 80 kms whichever is earlier(Rs.)	Full day 12 hrs. or 120 kms whichever is earlier (Rs.)	Rate per extra hour (Rs.)	Rate per extra Kms (Rs.)	Night Halting Charges (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	5-Seater AC Car - Swift Dzire/Etios/CIAZ/Vento/Honda City or Equivalent							
2	7-Seater, AC Car – Innova/Ertiga/Crysta or Equivalent							
3	35-Seater AC Bus							
4	45-Seater Ac Bus							
5	12–17-Seater Traveller AC Bus							
6	Volvo Bus 45-Seater AC Bus							

Note: The Institute will reimburse the vehicle parking charges and toll tax charges on production of actual receipts.

Date:

Place:

Signature & Seal of the Bidder

ANNEXURE – VI
NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I..... S/o..... R/o..... hereby

Certifies that none of my relative(s) as defined in the tender document is /are employed in CRT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, CRIT shall have the absolute right to take any action as deemed fit/ without any prior intimation to me."

Date:

Place:

Signature of Bidder

Name of Bidder Along with Date and Seal

ANNEXURE –VII**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020).****(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)**

I _____(Name of the Person(s)),S/o _____ at _____(Address), working as _____(Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That like content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____(Place) on _____(Date)

Authorized signatory
(Name of the Firm entity)

ANNEXURE- VIII

DECLARATION TO ENSURE THE QUALITY SERVICES

(to be provided on letter head of the firm)

I _____(Name of the person(s)) son/daughter of
_____, working as _____
_____(Proprietor/Partner/Director) of M/s _____
_____(Name of the Organization) hereby declare that if my company is awarded the bid,
I will ensure to provide the high-quality vehicle services to CRIT as and when required.

I will also ensure the below:

1. The Car/Vehicle provided to CRIT at any point of time will not be older than 5 years.
2. The Car/Vehicle will be maintained well (Cleanliness, Hygiene, Sanitization, equipped with basic requirements like Proper AC, Car freshener, Water Bottle, Tissues etc.).
3. The Car/Vehicle provided will have valid RC, Permit, Insurance and Pollution Certificate etc.
4. The Car/Vehicle provided will be timely serviced.
5. Driver's mental & physical wellness will be ensured.
6. Driver on duty will be having valid Driving License.
7. Drivers provided will be of good quality and trustworthy, i.e., well-mannered, well-dressed/uniformed, well-trained, well-spoken, well-versed with the routes.
8. Drivers on duty should carry a smartphone with GPS facility and WhatsApp enabled.
9. Driver on duty will be ensured not to smoke or consume any toxic substance like Alcohol/Cigarette/Tobacco/any other kind of toxication.
10. Timely Pay-outs will be disbursed to Drivers considering humanitarian aspects.

Authorized Signatory:

Name:

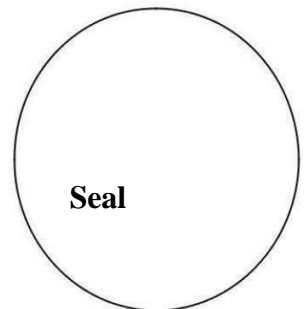
Designation:

Contact No.:

Email ID:

Date:

Place:



ANNEXURE – IX

Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to vendors/contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a vendor/contractor from such countries unless such vendor/contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

Signature of bidder.....

Place:

Name of bidder

Along with date & Seal

ANNEXURE -X

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Articles of agreement made and entered in to this day between the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** and

M/s..... hereinafter referred to as the contractor.

Whereas the contractor has contracted with the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** in respect of “**Hiring of Transport Services at CRIT Delhi**” vide no. Dated for a period of twelve months w.e.f. to And whereas the said contractor has prior to the execution of these presents offered a **Bank Guarantee No.**dated.....
..... As Performance Guarantee vide which the said has undertaken to pay to the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** in the name of **INDIANINSTITUTE OF FOREIGN ... TRADE** an amount not exceeding**Rs.** /-(
Rupees

..... only) against any loss or damage caused to or suffered by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** to claim **Rs.**/-

(Rupees..... only) towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages

without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** for the time being or in any **Treasury** in which they may be lodged by the **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE**. In witness whereof the said contractor and the said **CENTRE FOR RESEARCH IN INTERNATIONAL TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of Tender Ref. No. Tender/VEHCL/2024-25/CRIT DATED: -25.07.2024 forms the integral part of this agreement.**

ANNEXURE- XI**PROFORMA****For the Performance Guarantee***(To be typed on non-judicial stamp paper of appropriate value)***Subject: PERFORMANCE GUARANTEE**

Whereas Centre for Research in International Trade, IIFT (hereafter referred to as “CRIT, IIFT”) has issued a PO no. Dated...../...../2024 awarding the work of “**Empanelment of Vehicle Hiring Services at CRIT, New Delhi**” to M/s.....,R/o..... (hereafter referred to as “Bidder”) and CRIT, IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../2024 (hereafter referred to as “Validity Date”).

Now at the request of the Bidder, We..... Bank Branchhaving..... (Address) and Regd. office address as..... (hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the CRIT, IIFT that if in the opinion of the CRIT, IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the CRIT, IIFT the said sum limited to Performance Guarantee amount or such lesser amount as CRIT, IIFT may demand without requiring CRIT, IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the CRIT, IIFT shall be conclusive as regards the liability of Bidder to pay to CRIT, IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and CRIT, IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the CRIT, IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by CRIT,IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of CRIT,IIFT or any indulgence by CRIT, IIFT to Bidder or any other matter

or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the CRIT, IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

- 6. In case CRIT, IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"Indian Institute of Foreign Trade"** and payable at **"New Delhi"**.
- 7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

E-mail ID: