

INDIAN INSTITUTE OF FOREIGN TRADE
B 21 QUTAB INSTITUTIONAL AREA
NEW DELHI 110 016
Website: www.iift.edu

CWS./50 Mbps ILL/CRIT/2021-22

Date: 03/11/2021

Sub: Bids for procurement and commissioning of 50 Mbps (1:1 Bandwidth) Internet Lease Line (ILL) Services through Optical Fiber Lease Line for CRIT Office, Nafed House.

Dear Sir/Madam,

1. Indian Institute of Foreign Trade (IIFT) is a Deemed to be University under the administrative control of Ministry of Commerce & Industry, Govt. of India.
2. The Institute invites sealed bids for providing **one number** of 50 mbps (1:1) Internet Lease Line (ILL) services through Optical Fibre Lease Line Cable, from class 'A' / UASL Internet Service Providers, registered in India (certificate need to be attached), under terms and conditions given in Tender Document.
3. The tender document along with Technical and Financial Bid documents can be downloaded from website of the Institute: (www.iift.edu)
4. The technical and financial bids should be sealed by the bidder in separate envelopes duly super-scribed and both these sealed envelopes are to be put in a bigger envelope which should also be sealed and duly super-scribed.
5. The Technical bids will be evaluated by the Technical Bid Evaluation Committee duly constituted by IIFT, New Delhi. Financial bids of only the technically accepted offers shall be opened before the successful bidders. Following schedule will be observed in this regard:
 1. Last date for submission of bid documents: 17/11/2021 till 11:00 am
 2. Date of opening of technical bids: 17/11/2021 at 12:00 pm
 3. Date of evaluation of Financial Bids: will be informed to qualifying participants
6. Complete tender documents should be submitted at the address mentioned, **not later than 11:00 am on 17/11/2021**. Bids received later than the prescribed date and time will not be considered for evaluation.

Yours faithfully,
Section Officer
Fax No. : 011-39147322 (522)
Email ID: soadmin@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

INDIAN INSTITUTE OF FOREIGN TRADE

Indian Institute of Foreign Trade (IIFT) is a Deemed to be University under the administrative control of Ministry of Commerce & Industry, Govt. of India.

The Institute invites sealed bids for providing **one number** of 50 mbps (1:1) Internet lease Line (ILL) through Optical Fiber Lease Cable, from class 'A' / UASL Internet Service Providers, registered in India (certificate need to be attached), for CRIT Office, NAFED House, on following terms and conditions:-

Terms and Conditions

1. The prescribed tender document consisting of (i) Technical Bid and (ii) Financial Bid, sealed separately in two different envelopes, super scribing "**Technical Bid**" and "**Financial Bid**", as the case may be and placed in a duly sealed big single envelop super scribing "**Bid for ILL Services 50 Mbps (1:1 Bandwidth) for CRIT Office, Nafed House**" may be submitted in tender box in the name of **Section Officer (General Admn.), Indian Institute of Foreign Trade, B-21, Qutab Institutional Area, New Delhi- 110016 by 17/11/2021 till 11.00 a.m. Tender Fee: Rs.200/-, Bid Validity: 90days.**
2. The bidder shall provide at least three customer references to whom similar services are being provided during last one year with their contact details.
3. Financial Bids will be opened only of those bidders, who will qualify on the basis of technical bids. Institute's decision, in this regard would be final.
4. Rates must be quoted only in the prescribed format of Financial Bid as attached.
5. The Institute at its discretion may award the contract for providing ILL services of 50 Mbps (1:1) through Fibre Cable. The Institute decision in this regard would be binding on all bidders.
6. **Successful bidder(s) shall be required to install and operationalise the link within 15 days of award of contract**, failing which the bank guarantee will be forfeited. The Institute may also take action as it deems fit against such firm(s).
7. **Payment shall be released at the end of every three month of services subject to the services being found satisfactory to be certified by the authorized IIFT personnel / CRIT Office, Nafed House.**
8. The Institute reserves the right to reject any or all bids without assigning any reasons

whatsoever.

9. Minimum Contract Period is one year, which may be extended on mutually agreed terms and conditions. However, if the services are found not to be satisfactory, contract may be terminated by giving 60 days notice by IIFT, New Delhi.
10. **The estimated cost of the Tender:** The Tender value is **estimated to be Rs. 2.50 Lac for 01 year.**
11. **Bid Security Declaration:** As per the Ministry of Finance, Department of Expenditure an amendment to GFR Rule 170 vide Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020, the bidders are requested to submit a Declaration instead of Bid Security. The declaration **format at Annexure-3. Bids are liable to be rejected in case of non submission of the same.**
12. **Performance Bank Guarantee:** The successful bidder must submit a Performance Bank Guarantee for an amount equivalent to 3% of the order value. It can be deposited in the form of Demand Draft or Bank Guarantee with validity period beyond 60 days of the completion of the contract period. **(Refer Annexure – 6).**
13. **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 IIFT of its right to recover liquidated damages as per Clause (b) below.

(b) Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of Rs.1,000/- per day for the delayed period.
14. **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 contractor persistently neglect 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) When the contractor has made himself liable for any of the cases aforesaid, IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance

guarantee.

15. **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 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.
16. **Extension of Contract:** IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of 12 months or till an alternative arrangement is made whichever is earlier. Extension beyond six months on the same rates, terms and conditions will be mutually agreed upon.
17. **Termination for insolvency:** IIFT may at any time terminate the contract by giving 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 IIFT.
18. **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 venue of the arbitration proceeding shall be IIFT Delhi Centre.

- 19. Clarification Of Bid Documents:** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail, as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which is received **5 days prior to the date of opening of the Tenders.**

Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

- 20. Product Warranties.** Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) free from defects in design, material and workmanship; (iv) in strict compliance with the Specifications; (v) free from any liens or encumbrances on title whatsoever; (vi) in conformance with any samples provided to Buyer; and; (vii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes (viii) Warranty will be valid for 05 years from the date of purchase. It may, however, be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.

- 20.1. Service Warranties.** Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

- 21. Manufacturer Warranties.** Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.

22. Warranty Remedies.

Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by Buyer to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier. **If Supplier fails to repair or replace the Product within the time periods required above, Buyer may repair or replace the Goods at Supplier's expense.**

23. Preference to Make in India:

1. 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.
2. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
3. 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.
4. Procurements where the estimated value is less than Rs.5.00 lac shall be exempt from this order.
5. Verification of local content:
 - (a). For procurement value up to Rs.10 cr. : 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 section 6 (E) 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 Cr. : 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. **(Refer annexure 4)**

24. Near Relationship Certificate

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

- Members of a Hindu undivided family.
- They are husband and wife.

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). **(Refer annexure 5)**

25. 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, 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:

1. 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.
- 2. 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;
- 3. 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.
- 4. 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;
- 5. 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.
- 6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. **(Refer annexure 7)**

26. Clarification Of Bid Documents: A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by E-mail, as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which is received **5 days prior to the date of opening of the Tenders.**

Any clarification issued by IIFT in response to query of prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

27. Important Documents to be attached along-with the technical bid:

- (a).Certificate of Class-A / UASL Internet Service Providers
- (b).Internet Service Provider registered in India.
- (c).The Bid Security Declaration as per Annexure-III.
- (d).Bidder must have 03 years of experience, submit customer references with contact details.
- (e). Bidder must have a turnover of 25 lac, must submit a certified balance sheet from auditor.
- (f).Technical and Financial Bids in the format prescribed in Annexure-I and Annexure -II respectively, sealed separately.

Technical Bid

**1. Name of the Bidder/ISP
(Internet Service Provider):**

2. Address of the Bidder/ISP:

**3. Contact Details of the Bidder/
ISP :**

(a) Name of the Authorized Person:

(b) Tel. No. with STD(O)

(c) (Fax) :

(d) Mobile No.:

(e) Email Id:

(f) Website :

4. Details of Bidder/ ISP's bank;

(i) Name of the Bank:

(ii) Address of the Branch:

(iii) A/C No. of the ISP:

5. Registration and incorporation particulars of Bidder/ISP:
(Please attach copies of the relevant documents/certificates)

6. Certificate of Registration in India, as Class 'A' / UASL ISP: to be attached

**7. CST/VAT registration no. Excise Duty registration no./ TIN registration
no./ GSTIN registration** (Please attach copies of the relevant documents/certificates)

**8. Permanent Income Tax
Number** (Attach copy of the PAN
Card)

9. Details of quality certification:
(Please attach copies of the relevant documents/certificates)

10. Details of license (s) obtained by the Bidder /ISP
(Please attach copies of the relevant documents/certificates)

11. Any devices required other than Router/ UTM shall have to be provided by the ISP for which no additional charges shall be paid by IIFT.

12. The ISP shall be required to provide services for Multi homing, DNS, reverse DNS, route updates as required by the Institute. The ISP should not be blocking any port or

traffic on its firewall except for the guidelines issued by Government of India.

13. The ISP should be capable of providing the following:

S. N.	Item	Desired	Offered (Yes/No)	Remarks
1	Full/Partial/Default IP routes	Required		
2	Service up time including last mile connectivity	99.5%		
3	Last mile connectivity Interface	Fast Ethernet		
4	Last Mile connectivity Media	Ring Fiber / Redundant Copper		
5	Throughput commitment	100%		
6	Dedicated Tech Support/NOC	Required		
7	Maximum International Latency	500 ms		
8	Interconnect with NIXI	Direct or through upstream ISP		

You are required to indicate the availability of each of the services as mentioned above as part of your offering. Any deviation of services offered by you as compared to the above list should be specified clearly in the remarks column. You are also required to mention the responsibility of IIFT clearly for the services being offered.

14. Apart from the regular services as mentioned above, you are requested to mention on the following on-time services:-

- Set up time required from the date of PO to go live and
- Any other one time activity

15. It is certified:

- That I/We have gone through and understood the technical specifications given in the Tender Notice
- I/We hold Class-A / Class-B License (Strike off which is not relevant), a copy of which is attached.
- I/We have submitted copies of PAN Card, Service Tax No., Income Tax Returns & Balance sheets of financial years 2018-19 and 2019-20
- I/We have not been blacklisted by any Government organization/PSU during last five years
- That the terms and conditions given in the tender notice are acceptable to me/us.
- That the information furnished by me/us is true and correct.

Date:

Name & Address of Bidder/ISP
Signature & Seal of Bidder/ISP

Financial Bid

Annexure – 2

S. No.	Size of the bandwidth	One time charges (Rs.)	Annual charges of bandwidth	Other recurring charges (if any)	Total Charges (incl. taxes)
1.	ILL 50 mbps (1:1) through Optical Fibre Cable				

Note: Prices shall be quoted by bidders inclusive of all taxes and levies.

It is certified:

That I/We have gone through and understood the contents of the Tender Notice. Terms and conditions given in the tender notice are acceptable to me/ us.

Name of the bidder:-

Contact Number:-

Address:-

Signatures and seal of the bidder:-

Declaration for Bid Security

I _____ Son/ Daughter/ Wife of _____ on behalf of the _____ (Name of Company) do hereby declare that if we withdraw or modify our bids for the Tender during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in Tender, we will be suspended for a period of 1 year from being eligible to submit Tender /Proposal for contracts with IIFT.

Name

Company

Signature with Seal

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 the local 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 _____ on _____ 00/2021

Authorized signatory (Name of the Firm entity)

NEAR RELATIONSHIP CERTIFICATE

"I.....S/o..... R/o hereby
certify that none of my relative(s) as defined in the tender document is / are employed in IIFT
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, IIFT shall have the absolute right to take any
action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

For the Performance Bank Guarantee

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

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (here after referred to as "IIFT") has issued an APO no. Dated/...../2021 awarding the work of "Providing.....Services at IIFT Delhi" to M/s....., R/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favor of Vice Chancellor, IIFT of Rs...../- (hereafter referred to as "P.G. Amount") valid up to/...../2021(hereafter referred to as "Validity Date"). Now at the request of the Bidder, We Bank Branch having..... (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 IIFT that if in the opinion of the 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 IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring 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 IIFT shall be conclusive as regards the liability of Bidder to pay to 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 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 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 IIFT against the Bidder and to forbear 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 IIFT or any indulgence by 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 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 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 "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

Fax numbers

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 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 contractor from such countries unless such 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

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

The Administrative Section

IIFT Bhawan

B-21, Qutab Institutional Area

New Delhi – 110 016

We hereby confirm and declare that we, M/s -----, is not black listed/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorized Signatory

Date:

UNDERTAKING & DECLARATION

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

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 IIFT.
3. I / We are not blacklisted by GST authorities.

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, 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 IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Place :

Signature of bidder Name of bidder

Along with date & Seal