



INDIAN INSTITUTE OF FOREIGN TRADE

B-21 QUTAB INSTITUTIONAL AREA

NEW DELHI-110 016

Website: www.iift.ac.in

Tender No.: IIFT (D)/Admin/2022-23

Date: 13/02/2023

Sub: Tender for Video Film on the Institute (all campuses) for IIFT

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 Video Film on the Institute (all campuses) for IIFT** 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.ac.in)
4. The technical and financial bids should be sealed by the bidder in separate envelopes duly superscribed 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: **23-02-2023 till 02:00 pm**
 2. Date of opening of technical bids: **23-02-2023 till 02:30 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 02:00 pm on 23-02-2023**. Bids received later than the prescribed date and time will not be considered for evaluation.

Yours faithfully,
Section Officer (Admin)
Tel No. : 011-39147322 (124)
Email ID: soadmin2@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

INDIAN INSTITUTE OF FOREIGN TRADE
B-21, Qutab Institutional Area, New Delhi -110016.

Tender No.: IIFT (D)/Admin/2022-23

Date:13/02/2023

Sub: Tender for Video Film on the Institute (all campuses) for IIFT

1. Indian Institute of Foreign Trade (IIFT) was set up in 1963 by the Government of India as an autonomous organization under Ministry of Commerce & Industry to help professionalize the country's foreign trade management and increase exports by developing human resources generating, analyzing, disseminating data and conducting research. The Institute visualizes its role as:

- A catalyst for new ideas, concepts and skills for the internationalization of the Indian economy.
- The primary provider of training and research-based consultancy in the areas of international business, for the corporate sector, Government and the student community at large.

An institution with proven capability to continuously upgrade its knowledge base with a view to meet the requirements of the Government, trade and industry through both sponsored and non-sponsored research and consultancy assignments.

Institute is in the process of **Tender for Video Film on the Institute (all campuses) for IIFT**. Competitive Bids are hereby invited from the eligible parties.

2. **BIDDING PROCEDURE**

The TENDER should be submitted in two envelopes system. The first sealed and stamped envelope enclosing the scope of work as Technical Bid superscribed as **“TECHNICAL BID FOR THE VIDEO FILM ON THE INSTITUTE (ALL CAMPUSES) FOR IIFT** and the second sealed and stamped envelope enclosing the commercials in separate cover for the proposal as Financial Bid superscribed as **“FINANCIAL BID FOR THE VIDEO FILM ON THE INSTITUTE (ALL CAMPUSES) FOR IIFT** and both envelopes to be put in a big envelop superscribed as **“TENDER FOR VIDEO FILM ON THE INSTITUTE (ALL CAMPUSES) FOR IIFT**. The response to the TENDER duly completed in all respect (stamped, dated and signed in each pages) addressed to

the Section Officer (Gen. Admn.), Room No.522 (B), Indian Institute of Foreign trade, B-21, IIFT Bhawan, Qutab Institutional Area, New Delhi – 110016 to be put in the TENDER Box placed at the **Main gate of IIFT Bhawan**. All the TENDER to be put in the TENDER Box only and receipt of the TENDER by hand not allowed. The bid to be submitted on or before **23-02-2023 by 2:00.PM** and bids later than this will not be accepted under any circumstance. Please ensure the date and time of the bid submission to be recorded at the security gate.

The tender can be downloaded from IIFT website www.iift.ac.in it can also be downloaded from CPP Portal <https://eprocure.gov.in/epublish/app> free of cost. . Bidders must go through the complete tender Document for details before submission of their Bids.

The tender documents **must be legible to read**. The **scanned pages to be in full size**. All the pages to be numbered as **n / total pages** and an index page to be provided at 1st page.

Incomplete Tender, which do not contain all the information called for, are liable to be rejected. IIFT reserves the right to cancel/scrap the Tender without assigning any reason whatsoever.

3. THE ESTIMATED COST OF THE TENDER

The Tender value is estimated to be Rs.8 Lakhs (approx.).

4. EARNEST MONEY DEPOSIT

The amount of earnest money deposit (EMD) shall be **Rs.16,000/- (Rupees Sixteen Thousand only)** in the form of DD/Cheque from a scheduled bank drawn in favour of **“Indian Institute of Foreign Trade”** payable at **New Delhi**. Once the tender is awarded, EMD will be returned to the unsuccessful bidders within 30 days.

***Note: As per Rule 170 of GFR, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempted from submission of EMD.**

Incomplete tenders or tenders without E.M.D shall be treated as invalid.

5. 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 **as per Annexure-E.**

6. Delivery of video film should be done within 25 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 Terms: Payment will be released only after successful delivery of the video and after submission of the required PBG.

8. FORCE MAJEURE

(a) In case of any situation, incident or any other act of god which is beyond the control

of the agency happened and the agency foresee a delay in accomplishing the Scope of Work, such incident to be immediately reported to the Institute with a request, with proper justification for the expected interruption and duration, for extension of the date of submission maximum for 1 week time.

- (b) IIFT has the full right to decide the request under Force Majeure based on the factual situation.

9. LIQUIDATED DAMAGE

0.5% per week of delay subject of the order value will be levied for delay in execution of the contract. If the delay is go indefinitely IIFT will decide the liquidated damage caused to the Institute.

10. 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.

11. 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.

12. SCOPE OF WORK

IIFT is inviting proposals for making video film of Institute (all campuses) about 12 to 15 minute (final product required after recording and editing on high resolution Full HD 4K Video) based on the "Diamond Jubilee Celebrations" of the IIFT showcasing the history, profile, events, interviews, achievements etc. of IIFT.

1. Specification for video film

- 1.1. Duration of Video film: 12-15 minutes.
- 1.2. The above film should be made in high resolution full HD not less than 1080p specification with shooting format of 4K.
- 1.3. Language: English
- 1.4. Subtitles: English
- 1.5. The making of the film will be based on onsite shootings at 3 different locations of IIFT's – Delhi, Kolkata (West Bengal) and Kakinada (Andhra Pradesh).
- 1.6. The script for the film is to be drafted by the selected agency including studio desk work, editing, Voice over, etc. along with special effects, overall packaging with infographics and music.
- 1.7. The agency will also be responsible for creating voice-overs and will submit sample voice-overs to IIFT for its approval.
- 1.8. Any changes suggested by IIFT are to be incorporated by agency before starting production.

The details of IIFT's locations are mentioned below:

S.No.	Location	Address
1	Delhi	IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi - 110016
2	Kolkata	1583 Madurdaha, Chowbagha Road, Ward No 108, Borough XII, Kolkata - 700107
3	Kakinada	JNTUK Campus, Kakinada, Andhra Pradesh - 533003

2. Key Deliverables

- 2.1. Master copy of video film including dubbed versions in high resolution Full HD format not less than 1080p or specified by IIFT in a professional Hard Disk.
 - 2.2. Uni-mix of each film (all campuses) in Full HD format in professional Hard Disk.
 - 2.3. DVD copies of each film including the dubbed versions.
 - 2.4. Compressed file (means, low-quality, small sized files) of video film including the dubbed Versions to suit for web site / mobile phone/social media upload.
3. A presentation is required to be made by the qualified tenderers after opening of technical bid. If the Committee is not satisfied with the sample presentation, it shall be lawful for the committee to reject the tender. The broad parameter for evaluation of sample presentation will be: Audio & Video Quality, Creativity, Presentation, Editing and Overall Impression.
 4. Shoot format should be on high resolution Full HD 4K video format. The tenderer is required to submit the final product after completion of the project under the allotted time, as directed by the IIFT.

5. The financial bid of only those firms shall be opened whose technical bids and sample presentation recommended by the tender committee are found as per specifications, eligibility criteria and terms and conditions as laid down in the tender. The Full and final Payment will be made at the successful completion and delivery of the said video film, after deducting the applicable taxes.
6. The successful contractor is expected to start making video film as soon as the award of the contract and shall submit the final product by the committed date decided by the IIFT.
7. The successful tenderer shall provide details of all staff members included for the job.
8. The successful contractor needs to submit sample videography of IIFT for 5-8 minutes duration in high resolution full HD 4K format to the check the quality of the work before submission of the final video.
9. The successful tenderer or his/her authorized agent shall attend all the meetings called by the Institute. It shall be mandatory to remain present in all such meetings and to carry out the instructions issued from time to time.

13. Bid Evaluation Scheme:

Evaluation Process: Agencies will be evaluated based on the following parameters and awarded marks based on their technical proposal:

S. No	Description	Total Marks	Evaluation Criteria Marks	Evaluation Criteria Marks
1	Prior experience in the domain of video films of similar sectors/others	10	Up to 3 years of experience 04-06 years of experience 06-08 years of experience Above 08 years of experience	04 06 08 10
2	Sample Presentation of prior recorded video (any two) : Agency's past work sample of developing similar films	10	Audio & Video Quality Creativity Presentation Editing Overall Impression	02 02 02 02 02
3	Financial capability: Average revenue of agency during last three FYs ending 31 st March 2022	10	<ul style="list-style-type: none"> • More than Rs. 30 lakh • Rs. 21lakh – Rs. 30 lakh • Rs. 11lakh – Rs. 20 lakh • Upto Rs. 10 lakh 	10 08 06 04
	Total Marks	30		

1. The price bids of only those bidders shall be considered for opening and evaluation whose bid is determined to be technically acceptable to IIFT- New Delhi.
2. Evaluation shall be taken by Quality and Cost Based Selection (QCBS), 30% weight to Technical Proposal & 70% weight to Finance Proposal and include the following:
 - 2.1 Bidders getting less than 50% in the technical bid will not be considered for the price bid.
 - 2.2 The quoted prices shall be checked to determine the arithmetical correctness of the same.
 - 2.3 IIFT reserves the right to accept/ reject any tender in part or full, without assigning any reason whatsoever.
 - 2.4 IIFT reserves their right to negotiate the quoted price.
3. Technical bid and price bid together will be used to choose "QCBS" highest bidder.
4. The minimum technical score required to qualify technical evaluation is 15 Points out of 30. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of Tender Document or if it fails to achieve the minimum technical score.
5. The IIFT will notify the agencies who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by electronic mail.
6. The Financial Proposals will be opened publicly in the presence of agency's representatives who choose to attend.
7. For combined evaluation of proposals, the Technical Proposal (Tm) which secures the highest marks will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:

$$St = 100 \times T/Tm;$$

in which St is the technical score, Tm is the highest score secured by a Technical proposal, and T is the score of the Technical Proposal under consideration.

8. Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
9. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Agency to be compensated. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

10. Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weightage assigned to Technical Proposal and Financial Proposal that will be 0.30:0.70.

11. The Agency achieving the highest combined technical and financial score will be recommended for selection and will be invited for negotiation and contract signing.

Notes:

1. IIFT-NEW DELHI reserves the right NOT to award the work to the highest scorer.
2. IIFT-NEW DELHI the right to reject any or all bids without assigning any reason.
3. IIFT-NEW DELHI the right to increase or decrease the scope of work.

The TECHNICAL BIDS TO BE SUBMITTED AS PER ANNEXURE–A and the COMMERCIAL BID TO BE SUBMITTED ON ANNEXURE –B.

14. Site Addresses

1. IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi- 110016.
7. IIFT- Kolkata, 1583 Madurdaha, Chowbagha Road, Ward No 108, Borough XII, Kolkata – 700107.
7. IIFT- Kakinada, JNTUK Campus, Kakinada, Andhra Pradesh – 533003.

15. ARBITRATION

Any dispute or difference, whatsoever arising between the firms out of or relating to the Tender shall be referred to the Vice Chancellor, IIFT for referral of such disputes to a sole arbitrator, to be appointed by mutual consent of the parties to the contract. The arbitrator shall give reason(s) for the award. Subject to the above, the provisions of Arbitration Act, 1996 and the Rules made there under shall be deemed to apply to the arbitration proceedings under this clause. The venue of arbitration shall be in IIFT New Delhi.

16. EFFECT AND JURISDICTION

The law applicable to this Tender shall be the laws in force in India. The courts in New Delhi, shall have exclusive jurisdiction in all matters arising under and on account of this tender.

17. 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 provider 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.

18. 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 CTIL 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.

I 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 – C.**

19. 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;

- 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.

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 contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Explanation-Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Annexure – D)

Technical Bid

Form A: Vendor’s particulars as qualifying criteria for submitting offers:

1.	Name of the company			
2.	Registered office Address			
3.	Certificate of Incorporation			
4.	GST Number			
5.	Valid GST Registration Certificate			
6.	EMD in original submitted/ MSME Certificate for exemption (Copy needs to be attached)			
7.	Proof of carrying out similar work to other reputed institutions/ organizations. Attach work order / agreements			
8.	Details of correspondence Contact Person’sName and Designation Address & Telephone No/s, Fax No/s Email ID			
9.	Financial Details (for last 3 years) Turnover (Rs. in Lakhs) Audited Financial statements (certified by CA) must be attached	2019-20	2020-21	2021-22

List of Corporate Customers of the vendor (minimum 3)

S. No.	Name of the client, contact person, Designation & Telephone No.	Date of the Assignment	Details of the Services provided

Date:

Signature:

Place:

Name:

Seal of the Company

Financial Bid

Name of Work: “**Making of Video Film on the Institute (all campuses) for IIFT**”.

S.No.	Description	Rate (excluding GST in Rs.)	Amount (including GST in Rs.)
1	Making of Video Film on the Institute (all campuses) for IIFT on the occasion of Diamond Jubilee Celebration.		

1. The rates mentioned above should cover all the services offered in your technical bid and should include all taxes and levies.
2. Payment will be released only after successful videography and delivery of the video and shall be subject to certification of satisfactory services by authorized IIFT personnel.
3. **The bid is valid for 90 days.**

Date:

Signature:

Place:

Name:

Seal of the Company

Annexure – C

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 documents/ 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:

Place:

Signature of bidder
Name of bidder
Along with date & Seal

Annexure – D

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:

Place:

Signature of bidder Name
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 PO no.....Dated/...../2023 awarding the work of "Procurement of at IIFT Delhi" to M/s R/o.....(hereafter referred to as "Bidder") and IIFT has asked him to submit a PerformanceGuarantee in favor of Vice Chancellor, IIFT of Rs...../- (hereafter referred to as"P.G. Amount") valid up to...../...../ 2023 (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 topay 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 topay 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 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 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 has 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

